





EWMI Grant Number	G-2228-2023-211-3047-20
Type of Grant	Standard Grant Award
Funder	United States Agency for International Development (USAID)
Prime Award Program Name	Rule of Law Program
Prime Award Number	United States Agency for International Development (USAID) under Associate Cooperative Agreement No. 72011422CA00001
Prime Award CFDA Number	98.001, USAID Foreign Assistance for Programs Overseas
Grantee Project Name	Supporting Improvement of the Quality of Investigation of Sexual Crimes Against Women
Grant Start Date	08/15/2023
Grant End Date	04/14/2024
Total Estimated Amount	24,424 USD
Total Cost Share	2,989.33 USD
Obligated Amount	24,424 USD
Grantee Name	Sapari
Grantee Registration Number	204957617
Grantee Entity Type	Non-Entrepreneurial (Non-Commercial) Legal Entity
Grantee Address	Vake district, Mosashvili str., N18, Tbilisi, Georgia
Grantee Authorized Signatory/email address	[REDACTED]
Grantee Program Manager/email address	[REDACTED]
Grantee Financial Manager/email address	[REDACTED]
Grantee UEI number	ZFS2CFWS7HK7
Rule of Law Program Contact Info	Tel: (995 32) 505 404, 5, Marjanishvili Street, 3rd Floor, Tbilisi, Georgia
Rule of Law Program Finance, Contracts, and Grants Director	[REDACTED]
Rule of Law Program Authorized Signatory	[REDACTED]

The Grant is the entire agreement and supersedes all other written or oral agreements. Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective organizations and have completed all formalities and other actions required by their By-Laws and Articles of Incorporation or similar charter documents, and all applicable laws, to authorize execution and performance of the Grant. This agreement consists of this Cover Page, and the following Annexes, all of which together shall constitute an integral part hereof:

- Annex A: Schedule
- Annex B: Project Description
- Annex C: Project Budget
- Annex D: Grant Disbursement Schedule
- Annex E: Grant Technical and Financial Reporting Guidelines
- Annex F: USAID Standard Provisions

EWMI:	
Signature:  2023.08.16 11:32:49 +04'00'	Date:
Name: 	
Title: Chief of Party	

ACCEPTED AND CERTIFIED for Sapari:	
Signature: 	Date:
Name: 	
Title: Director	

ANNEX A: SCHEDULE

1. **Purpose:** The purpose of the Grant is detailed in Annex B: Project Description. The Subrecipient (hereinafter also referred to as "Grantee") agrees to inform the Rule of Law Program (or "the Program") immediately in writing if there are any difficulties or substantial changes to the implementation of the Program.
2. **Ceilings and Funding:** The **Total Estimated Amount** (indicated on the cover page) is USD is 24,424 the total amount to be provided by EWMI for work to be performed under this Grant. EWMI hereby obligates funds to the Subrecipient up to the **Obligated Amount** (indicated on the cover page) is 24,424 USD. EWMI is not required to reimburse the Subrecipient for any costs in excess of the **Obligated Amount**. Further increments of funds above the **Obligated Amount** up to the **Total Estimated Amount** will be made at EWMI's discretion by amendment, subject in all cases to availability of funds from the funder.
3. **Use of Funds:**
 - A. The Grant funds may only be used to cover costs actually incurred and expended during the Grant Period that are verifiable from the Subrecipient's records and that are allowable, allocable, reasonable, and necessary for the performance of the Project. Under United States tax laws and by the terms of this Grant, all funds paid to the Subrecipient pursuant to this agreement and any income earned thereon (together, the "Grant Funds") must be expended solely for charitable, scientific, literary, or educational purposes as described in Section 170(c) (2) (B) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This Grant is made solely for the purposes stated in this agreement, and the Grant Funds may not be expended directly or indirectly for any other purpose without the prior written approval of the Rule of Law Program.
 - B. Any Grant Funds that are not expended or committed for the purposes of the Grant must be returned to the Rule of Law Program within three working days after receiving Grant completion letter from the Program.
 - C. The following uses of Grant Funds provided hereunder are prohibited (i) to re-grant the funds to another person or entity; or (ii) to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
 - D. The following uses of Grant Funds provided hereunder are prohibited unless the Subrecipient receives prior written approval from the Rule of Law Program: (i) to attempt to influence legislation; (ii) for international travel; (iii) to procure equipment (including vehicles and furniture) not identified in the attached approved Project Budget (Annex C).
 - E. If the Subrecipient fails to use the Grant Funds for the stated purpose or if the Subrecipient violates or is reasonably likely to violate the conditions of this agreement, the Rule of Law Program reserves the right to take any remedial action(s) provided for in the Grant or otherwise permitted in accordance with applicable law. All rights reserved by the preceding sentence are cumulative, and may be exercised singly or in any combination as deemed appropriate by the Program.
4. **Budget:** The detailed budget for the Program, which outlines both the Rule of Law Program and the Subrecipient's contributions, if any, is attached as Annex C. Any increase or decrease in a budget line item exceeding 10% of the total budget requires prior written approval from the Program.
5. **Disbursements:**
 - A. Disbursement of the Grant funds will be effected in accordance with the Tentative Disbursement Schedule (see Annex D1), once the countersigned original of this Grant agreement has been received. The Subrecipient must provide to the Rule of Law Program the bank information.
 - B. On a case-by-case basis, the Rule of Law Program, at its sole discretion, may link funds disbursement to a set of deliverables by the Subrecipient. If applicable, these deliverables are listed at the end of Project Description in Annex B. These may be modified from time-to-time in consultation with the Subrecipient.
 - C. Subsequent to the initial disbursement, Subrecipient will be paid quarterly in advance of expenditure based on a Subrecipient Financial Projection (See Annex D2). All payments

shall also be subject to [i] the availability of funds from USAID for the purpose, [ii] applicable grant limitations and ceilings. [iii] Program review of the prior quarter period financial reports. The Rule of Law Program will strive to timely disburse the funds requested, however, Subrecipient should budget for the likely lag in time between the submission and acceptance of the quarterly financial reports by the Rule of Law Program. The Program reserves the right to not approve the full amount projected by the subrecipient in any given quarter.

- D. The Grantee will, during the period in which any Grant Funds remain unexpended, continuously keep the Grant Funds in a separate bank account exclusively for the purposes of this Grant, or maintain a fund accounting system sufficient to ensure financial integrity of the Grant. Interest earned on Grant Funds will be refunded to EWMI/the Program.
- E. The Grantee will charge expenditures made in furtherance of the Grant purposes against the Grant, maintain all receipts and records of expenditures attributable to this Grant, and keep records adequate to enable the use of Grant Funds to be checked readily.

6. Narrative and Financial Reporting:

- A. The Grantee will submit an electronic and a hard copy of the interim and final narrative and financial reports to _____ Civil Society Organizations Advisor, at _____ and _____ Finance, Contracts, and Grants Director, at _____ respectively.
 - B. Interim Narrative and Financial Reports are due within 10 days after the end of each quarter from project start date or as noted in the approved Project Description (Annex B). Final Performance and Financial Reports are due within 15 days of the end of the Grant Period, as defined above. Format for the narrative and financial reports can be found in Annex E of this Agreement.
 - C. The Grantee agrees to keep these records along with copies of reports submitted to the Rule of Law Program for at least three (3) years from the date of submission of the final expenditure report, and make these records available to the Program, USAID and/or its designees at reasonable times.
 - D. Upon request, the Grantee agrees to provide any other reports or information, which the Rule of Law Program believes necessary to keep it fully apprised of the status or use of the Grant Funds. The Grantee shall also allow the Program or USAID staff and representatives to conduct evaluations, audits or other assessments of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records, and other materials connected to the Project. The Grantee shall cooperate fully with all efforts and provide assistance and input as may be reasonably requested by the evaluator(s).
7. **Cost-Sharing:** During the Grant Period, the Grantee shall secure cost share in accordance with the Project Budget in Annex C. Contributions must qualify as Grantee Cost-Share, as described in Detailed Financial Reporting Guidelines in Annex E. The Grantee shall record and report the cost-share contributions as required by Annex E and the sample financial reports. The Grantee must inform the Rule of Law Program promptly if it fails, or expects to fail, to fulfill its required Cost-Share. This applies for the grant period as a whole or for specific funding periods. Any adjustment to Grantee's required Cost-Share is subject to the Program's sole discretion. If Grantee fails to fulfill its required Cost-Share, the Program reserves the right to reduce the Grant, or require Grantee to refund a corresponding amount of the Grant

8. Title to Property:

- A. All property or equipment furnished by the Rule of Law Program pursuant to this Grant or purchased with Grant Funds must be used to support the activities specified in the Grant.
- B. Title to such property or equipment vests with the Grantee on the condition that the Grantee does not encumber such property or use it for any other purpose without the express written consent of the Program.
- C. The Grantee is required to maintain property records and to provide the Rule of Law Program with an inventory of any property or equipment purchased with Grant Funds hereunder until final property title is transferred to Grantee. Annex 4 may be used by the Grantee to record property acquired under the Grant.

- D. Upon project completion, the Grantee shall submit the property or equipment list, request prior approval on final disposition of property or equipment, and subsequently dispose of it as instructed by the Rule of Law Program in writing. Should the Grantee be approved to retain the property or equipment purchased under the Grant, the property or equipment shall be used to further program objectives.

9. Debarment and Suspension:

- A. The Grantee must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the the Rule of Law Program and the Funder. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the Grantee has any questions about listings in the system, these must be directed to the Rule of Law Program contact person listed on the cover page.
- B. The Grantee must comply with Subpart E Cost Principle of 2 CFR 200, the Rule of Law Program and USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the Grantee violates this provision. Although doing so is not automatic, the Program may terminate this award if a Grantee or any of its principals meet any of the conditions listed in paragraph C. below. If such a situation arises, the Program will consider the totality of circumstances—including the Grantee's response to the situation and any additional information submitted—when the Program determines its response.
- C. The Grantee must notify the Rule of Law Program immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award are presently excluded or disqualified from doing business with any U.S. Government entity
- D. Principal means—
- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

10. Preventing Terrorist Financing:

- A. The Grantee must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <https://sanctionssearch.ofac.treas.gov/>) or the United Nations Security designation list (online at: <https://scsanctions.un.org/search/>)

11. Recipient and Employee Conduct

Grantee and employees' conduct must adhere to the following requirements:

- A. The Grantee must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the Grantee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The Grantee's written policy must state that an employee, officer, or agent of the Grantee, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the Grantee's written policies

- and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the r Grantee must neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or prospective Grantees.
- B. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award. The recipient, its employees and consultants are private individuals, are not employees of the U.S government and must not represent as such.
 - C. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.
 - D. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country. (1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations. (2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.
 - E. As part of the recipient's internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to the standards of conduct in a manner consistent with the Standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin – special measures for protection from sexual exploitations and sexual abuse (ST/SGB/2003/13).
 - F. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Chief of Party must coordinate with USAID to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.
 - G. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.
 - H. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.

12. Anti-Corruption:

- A. The Grantee represents and warrants that it, its affiliates, directors and employees: (i) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and (ii) maintain and enforce a policy that prohibits bribery of local or foreign officials.
- B. Grantee shall ensure that its personnel avoid any corrupt practice including the offering, giving, receiving or soliciting of anything of value to influence the act of any public official or any officer or employee of the Rule of Law Program. Grantee shall also ensure that its personnel avoid fraudulent practice including but not limited to misrepresentation of facts or misleading statements in order to influence a financial or procurement action, Grant execution or administration, or any accounting reports or financial statements, to the actual or potential detriment of the Program or USAID.

- 13. Anti-Trafficking:** The Rule of Law Program may terminate this Grant immediately if the Grantee, or any employee or agent of the Grantee (i) engages in severe forms of trafficking in persons; (ii) procures a commercial sex act; (iii) uses forced labor in the performance of the Project, (iv) or promotes, supports, or advocates the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate

the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

14. **Anti-Discrimination:** The Rule of Law Program is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and USAID policy, the Rule of Law Program prohibits discrimination, including harassment, in its own workplace, on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. Further, the Program strongly encourages all its Grantees and vendors (at all tiers), to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law. The Grantee agrees to promote the principles of non-discrimination on these expanded bases in the implementation of its programs.
15. **Corrective Action and Fraud Awareness Reporting:** If an issue should arise concerning compliance with any Article of the Subaward relating to ethics and integrity, or Grantee becomes aware of any instances of fraud, waste, abuse, conflict of interest concerning its staff, consultants, vendors or lower tier recipients on this project, Grantee must immediately notify EWMI in writing with a description of the issue, the pertinent facts as known on the date of the notice, conclusions reached by Grantee as of that date, and corrective actions proposed. Notification can be sent through a letter addressed to the authorized signatory on the Cover Page or can be sent directly via email to [REDACTED]. Failure to respond aggressively and appropriately to such issues may be treated by EWMI as a material breach of the Subaward; Grantee shall reimburse EWMI for any costs, delays, losses, damages or other liabilities (including reasonable costs and fees of attorneys and expert consultants) incurred by EWMI as a result of any occurrence raising the aforesaid issues.
16. **USAID-Related Provisions**
 - A. **Donor Identification:** The Grantee is obligated to include the logos and/or name of the Rule of Law Program and the U.S. Agency for International Development (similarly located and of similar size and appearance as all others) in all Project-related printed materials, including brochures, leaflets, posters, appearing either at the top or at the bottom of the front cover, or if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. The Grantee should submit draft publications for the Program's review to ensure that the material is properly branded. Please send publication material to [REDACTED], the Program's Communications Specialist, at [REDACTED].
 - B. **Donor Required Language:** Any "public communications" as defined in 2 CFR 700.1, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of the Grantee and do not necessarily reflect the views of USAID or the United States Government."
 - C. **Publication Copies:** The Grantee shall provide the Rule of Law Program with at least a hard copy (where applicable) and one electronic copy of all published works and/or other written work developed under the Grant. In summary, each publication should include the following information: 1) descriptive title; 2) author(s) name; 3) date of publication; 4) USAID and EWMI logos; 5) software name and version if electronic document is sent; and 6) the disclaimer as per Donor Required Language paragraph above.
 - D. **Copyright Use:** The Grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but both the Rule of Law Program and USAID reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for their own purposes.
 - E. **Participant Training:** Grant-funded training must comply with ADS 253 and other applicable USAID policies and procedures. With respect to each training activity, Grantee shall consult with the Rule of Law Program as soon as possible after the Effective Date, and in any event before the training is conducted, to establish any procedures that may be required in order to

- implement USAID requirements in this regard. For in-country training that is two consecutive days or more in duration, or 16 contact hours or more scheduled intermittently, the Grantee shall notify the Program and submit specific reporting requirements.
- F. People with Disabilities: In implementing the Project, the Grantee shall demonstrate a comprehensive, consistent approach to including men, women and children with disabilities, and shall not discriminate against such individuals.
- G. Gender: USAID policy requires that gender issues must be addressed as appropriate. Activity planning shall include consideration of gender, and the Grantee shall look for gender implications or opportunities in implementing the Project, seeking to address embedded gender issues and promote gender equity as appropriate. Gender indicators should be defined and tracked; gender sensitive criteria should be developed for training; and the need for increased gender balance in areas such as advocacy and training should be consciously addressed. Including gender means assessing how the problems of men and women may be different; how the impact of activities may differently affect men and women; and how men and women may contribute to results in different ways. To the greatest extent possible, the Grantee shall seek to include both men and women in all aspects of the Grant, including participation and leadership [e.g., meetings and training.]. Under-represented women should be included in both training and technical assistance activities, ensuring gender-equitable participation.
- H. Applicable Rules and Regulations: The Grantee acknowledges and agrees that this Grant is subject to all applicable U.S. government rules and regulations, including without limitation: (1) 2 CFR 200 Subpart E, Cost Principles; (2) USAID Regulation 28 (22 CFR Part 228), Rules for Procurement of Commodities and Services Financed by USAID; (3) the USAID Inspector General's Guidelines for Financial Audits Contracted by Foreign Grantees and pertinent provisions of Automated Directives System ("ADS") Chapter 591, Financial Audits of USAID Contractors, Grantees and Host Government Grantees, (4) Standard Provisions for Non-U.S., Non-governmental Grantees listed in Annex F all other USAID rules referred to in any of the foregoing (including, without limitation, all provisions of the ADS and associated References and Interim Updates); provided, however, that, except to the extent that the context clearly requires otherwise, all references to USAID shall be deemed to be replaced with the Rule of Law Program. Copies of the above may be obtained through the Internet, at OMB and USAID Web sites, as part of the ADS-CD series, or upon request from the Program. Upon request, the Program will assist the Grantee in obtaining copies of these documents.
- I. Annual Audit: If the Grantee expends \$750,000 or more in USAID awards in its fiscal year, it must have an annual audit conducted for that year in accordance with "Guidelines for Financial Audits Contracted by Foreign Grantees." If this is not the case in any particular year, the Grantee shall notify the Rule of Law Program promptly in writing, and the Program may require a limited-scope audit at any time at its sole discretion. In either case, the Grantee shall forward a copy of the audit report to the Rule of Law Program within one month of completion. "USAID awards" means, in addition to the Grant, other USAID grants, cooperative agreements, and subawards and cost-reimbursable procurement contracts under USAID grants and cooperative agreements.
- J. Lobbying Certification: By signing this Grant, the Grantee hereby certifies that, to the best of its knowledge and belief, that no U.S. federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- K. Flow-Down Provisions: The Grantee agrees and acknowledges that, to the extent that it uses consultants or contractors to work on the Project using Grant Funds (each, an "Agent") the Grantee shall enter into an agreement with such Agent that includes the provisions contained herein under "Use of Funds", "Anti-Corruption", Preventing Terrorist Financing", "Debarment and Suspension", "Anti-Trafficking", and "VAT and Customs Taxes and Reporting". All applicable standard provisions flowed down to the Grantee are listed in Annex F.

- L. VAT and Customs Taxes and Reporting: The Grantee agrees to take all reasonable steps to secure all available direct or indirect exemptions, reductions, remissions, and/or rebates regarding any VAT or customs duties to which it might be subject under the Grant. In addition, to the extent feasible, before paying and charging to the Grant any VAT or customs duties, the Grantee shall notify the Rule of Law Program in writing, and shall engage in such consultations with the Program as the Program may request. On each quarterly financial report (Annex D3), the Grantee should indicate whether or not they have paid any VAT/Custom Duty for that quarter. If the Grantee has paid VAT/Custom Duty, the Grantee must submit a report on the amount assessed by the Government of Georgia on commodity purchase transactions valued at \$500 or more. This report, to be submitted with the quarterly financial report, should include date of invoice, amount of invoice, amount of VAT or customs duty paid, claims submitted, and if any reimbursements were received during that reporting period. For the purposes of this Section, "Commodity" means any material, article, supply, goods, or equipment, and "foreign taxes" means value-added taxes (VAT) and custom duties assessed by a foreign government on a commodity financed with U.S. assistance. It does not include foreign sales taxes. In addition to the quarterly submissions described in paragraph above, Grantee shall annually report on Georgian VAT and Customs Duties in accordance with USAID Standard Provision RAA11, "Reporting Host Government Taxes (JUNE 2012)" except that all reports shall be submitted by October 30th of each year and to EWMI instead of USAID. Reports are required even if Grantee paid no taxes and received no reimbursements in the reporting period. Grantee must include this reporting requirement in all applicable subawards and contracts and is responsible for aggregating claims for its contractors and non-local contractors for submission to EWMI in a timely manner. A sample VAT report form may be obtained by the Grantee from the Program.

17. Other Terms and Conditions:

- A. Release: The Grantee acknowledges that neither USAID nor the Rule of Law Program assumes any liability for third party claims for damages or otherwise arising out of or relating to the Grant or Grantee's performance of Project. The Grantee releases the Rule of Law Program and USAID from and against any claim or liability at law or in equity arising out of or relating to the Grant and implementation of the Project. The Rule of Law Program is not responsible for any employment or contractual relationship with Grantee staff whether employees or independent contractors, nor assumes any tax or contractual responsibilities for activities that are developed or implemented by the Grantee.
- B. Disputes: Any dispute arising out of, relating to, or resulting from this Grant and the Project that cannot be resolved by amicable consultation between the parties shall be finally resolved by binding arbitration, at the New York City offices of the American Arbitration Association ("AAA") pursuant to the AAA's Rules of Commercial Arbitration or such other place as the Parties may subsequently agree upon in writing. A single arbitrator will be mutually selected by the Program and the Grantee, and the parties will share equally in all arbitration costs, except that each party will be responsible for its own attorney's fees. The arbitrator will have no power to add to, subtract from or otherwise modify this agreement, and may not award attorney's fees as an element of damages.
- C. Suspension: The Agreement may be suspended in whole or in part, at any time, or from time to time: (i) by mutual agreement, (ii) by the Rule of Law Program decision in response to Funder termination, suspension, other limitation of Program funding, or a change in implementation; or (iii) for Grantee default or substantial noncompliance with the requirements of the Agreement. In each case, written notice will be issued stating the effective date of the action and what funds, if any will be available to support expenditure after such date.
- D. Termination:
- The Rule of Law Program may unilaterally terminate this Agreement, at any time, in whole or in part, for any of the following reasons: (i) material noncompliance by Grantee with the grant agreement and with EWMI's and USAID's rules and regulations affecting the grant, (ii) Grantee's financial insolvency, bankruptcy, assignment in favor of creditor, or similar or comparable status (iii) Funder termination or non-funding of all or part of the EWMI Prime Award with the Funder (iv) Grantee engaging in fraudulent and corrupt activities affecting the grant and (v) the Rule of Law Program may unilaterally terminate the Agreement for convenience.

- Both the Rule of Law Program and Grantee may terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between the Program and Grantee. Termination by the Grantee shall be prospective only, and shall not affect the requirement to fulfill all then-existing obligations under the Grant.
 - Termination shall be effected by written notice to the terminated Party, which notice shall identify the basis for termination, the reason(s) thereof, the effective date of the action, a statement identifying which part (or all) of the remainder of the Grant Period or the Grantee program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.
 - Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, the Rule of Law Program shall not be obligated to reimburse Grantee for any expenses incurred after the termination effective date. Grantee shall, effect and expeditious but orderly phasedown of the Grantee's program activities and implementation efforts (including and without limitation, subcontracts and lower-tier subawards). Reasonable phasedown costs will be reimbursed. Notwithstanding termination, the Program's obligation to reimburse termination costs under this Article shall in all respects be subject to Funder funding and, if required, Funder approval.
 - As soon as practicable following termination, the Program will initiate closeout activities.
- E. Compliance with Law: This Grant is subject to and shall in all respects be construed in accordance with the laws in effect in the State of New York in the United States of America, without giving effect to its conflict of law principles.
- F. Governing Language: The governing language of this Grant, the Project, and any communication with regard to either of the foregoing, shall be the English language.