

**OPEN SOCIETY
FOUNDATIONS**

**Foundation to Promote
Open Society**
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George Soros
Founder/Chair

Patrick Gaspard
President

November 2, 2018

Alan Hudson
Executive Director
Global Integrity
1110 Vermont Ave NW, Suite 500 (at the OpenGov Hub)
Washington, District of Columbia 20005
United States

Re: Grant Number OR2018-45860

Dear Alan Hudson:

The Foundation to Promote Open Society (“FPOS”) is pleased to inform you that it has awarded Global Integrity (the “Grantee”) a grant in the amount of 100,000.00 USD for the period from January 1, 2019 through December 31, 2019. The purpose of the grant is to support Open Gov Hub, a fiscally sponsored project of the Grantee, to broaden and deepen a global network of affiliate hubs for open government to foster peer learning, collaboration, and innovation between and within hubs (the “Project”). The grant shall be expended according to the Project proposal and budget as approved by FPOS. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without FPOS prior approval. We understand that Alan Hudson shall be the person responsible for administering the grant on the Grantee’s behalf.

Upon receipt of the countersigned copy of this agreement, and provided any outstanding reporting requirements resulting from this or previous FPOS grants have been satisfied, and a representative of the Grantee has registered with FPOS’s online Foundation Connect system, FPOS will pay the grant in a single installment.

This agreement also serves to confirm that the Grantee is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation or a supporting organization as defined in Section 509 of the Code. By signing this agreement, the Grantee represents and warrants that there has been no change to its tax exempt status and agrees to give FPOS immediate written notice should the Grantee cease to be exempt from federal income tax or become a private foundation or a supporting organization as defined in the Code. FPOS is making this grant on the basis of these representations.

In addition, the Grantee agrees:

1. to use these funds solely for religious, charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Code;
2. to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least four years after the conclusion of the grant period;
3. to return to FPOS any portion of the grant funds and interest thereon which are not used for the purpose of this project grant;
4. to send FPOS complete narrative and financial reports detailing the Grantee’s expenditure of the grant funds and progress made toward the goal of the grant, as follows:

Date	Report Type
February 28, 2020	Narrative Final
February 28, 2020	Financial Final

5. to allow FPOS staff or representatives to conduct evaluations and audits of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records and other materials connected with the Project, during Grantee's business hours;
6. to allow FPOS, at its discretion, to publish information regarding this grant and the Grantee; and
7. to provide FPOS with two copies of any publication funded by this grant; and to acknowledge FPOS's support in the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Open Society Foundations."

If the Grantee fails to use the grant funds for the stated purpose of the grant or if the Grantee fails to provide FPOS with a full accounting and description of how it spent the grant funds, and the Grantee does not cure such failure upon FPOS's demand, FPOS will immediately stop funding the Grantee and may be prohibited by law from awarding the Grantee any additional grants in the future.

FPOS hereby grants to the Grantee a revocable, one-time, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") for the specific purpose of accurately indicating this grant and for no other purpose. The Grantee agrees to use the Marks as depicted in artwork supplied by FPOS and further agrees not to state or imply either directly or indirectly that the Grantee or its activities are supported, endorsed, or sponsored by FPOS other than as stated in this agreement. The Grantee shall notify FPOS of the placement and appearance of the Marks before each use by the Grantee. FPOS shall have the prior right to approve of the placement and appearance of the Marks before each use by the Grantee.

Beyond the rights and obligations specifically stated in this letter, FPOS disclaims any legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this agreement. Furthermore, it is expressly understood that by making this grant FPOS has no obligation to provide additional funding to the Grantee.

You also acknowledge and agree to have any personal data included in your application and this agreement, held, processed and stored by FPOS and other entities within the Open Society Foundations for the purpose of processing the Grant and informing you of FPOS activities and events. Accordingly, you understand and agree to the transfer and processing of your personal data in countries where a standard of protection lower than the standard of protection of your country of residence or origin may exist.

This agreement is the entire agreement between the Grantee and FPOS concerning this grant. Any modification, waiver, or amendment of this agreement must be agreed to in writing by an authorized representative of the Grantee and an authorized representative of FPOS. Notwithstanding the foregoing sentence, if FPOS approves a no-cost extension request of this agreement from the Grantee, FPOS electronic notification of such approval shall serve as an amendment of this agreement. A no-cost extension extends the grant period and/or modifies the reporting or payment schedules with no additional funding. Requests for no-cost extensions and other modifications shall be submitted through FPOS's online Foundation Connect system. The Grantee acknowledges that it is not relying on any representation of FPOS, except as set forth in this agreement, and that no representations FPOS may have made in the past survive.

The Grantee acknowledges and confirms that the Grantee will use the grant funds only as described in the proposal and budget and in compliance with all applicable laws. In connection with this understanding, the

Grantee acknowledges and confirms that it will not use the funds provided under this agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism or money laundering; (b) involving persons identified on the List of Specially Designated Nationals (SDN) (www.treasury.gov/sdn), or entities owned or controlled by such persons; (c) in, or involving persons or entities operating, organized, or resident in, a country or territory against which the United States maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including by providing services or support to persons resident in such countries or territories; or (d) that would otherwise violate, or cause FPOS to violate, economic or financial sanctions, export controls, or trade embargoes imposed by the U.S. government. Should FPOS determine, in its sole, exclusive and confidential discretion, that the Grantee has engaged in, permitted or authorized activities in violation of this section, the Grantee shall return to FPOS in their entirety all monies paid to the Grantee hereunder.

The Grantee (i) understands and acknowledges that FPOS may ask the Grantee to provide signed certifications to FPOS confirming the Grantee’s compliance with this representation at any point up to five years after the Grantee receives the final payment under this agreement, and (ii) agrees to provide such certifications upon request.

This agreement is made subject, at all times, to FPOS’s compliance with all applicable laws and regulations, which may impact grant processing and payments.

The Open Society Foundations (“OSF”) has established the position of Ombudsperson to receive complaints about abuse of authority such as rudeness, invidious favoritism or bias, dishonesty, or other misfeasance by any entity or program within OSF, including by members of Boards or staff. Any such complaint regarding this grant should be addressed to the ombudspersons at ombudsperson@opensocietyfoundations.org. For more information about the role of the ombudspersons, please see the OSF website at www.opensocietyfoundations.org.

The Grantee should direct communications and reports to [REDACTED] at [REDACTED]. Reports may also be submitted online at <http://www.opensocietyfoundations.org/grants/manage-grants>.

Please sign below and return an executed copy of this letter to [REDACTED], [REDACTED], keeping a copy for your records.

On behalf of FPOS, I extend my best wishes for your organization’s success.

Sincerely,

[REDACTED]

[REDACTED]

Agreed to and accepted on behalf of Global Integrity:

DocuSigned by:
[REDACTED]

13 November 2018

Signed: _____
[REDACTED]
[REDACTED]

Date: _____