

SUBGRANT AGREEMENT

GRANT AGREEMENT NO. 012023

Grantor: **Fundación Maldita.es contra la desinformación: periodismo, educación, investigación y datos en nuevos formatos.**

Avenida del Manzanares, 196, Local 2, 28026, Madrid, Spain

Recipient: **Media Development Foundation**
34/36 Kobuleti St. Entrance I, Floor 4, Apartment # 5
0179 Tbilisi, Georgia

This Agreement is entered into between the **Fundación Maldita.es contra la desinformación: periodismo, educación, investigación y datos en nuevos formatos**, referred to as "Grantor" and **Media Development Foundation**, referred to as "Grantee".

This Agreement is awarded as part of and in accordance with conditions and provisions of Grant Agreement Number **2023-0400** between the National Endowment for Democracy (NED) and **Fundación Maldita.es contra la desinformación: periodismo, educación, investigación y datos en nuevos formatos**.

Both parties to this Agreement agree as follows:

1. Amount, Purpose, and Term

- A. Grantor agrees to provide funding in the maximum amount of **\$25,000.00 (twenty five thousand US dollars)** to the Grantee for the purpose of the activities described in Attachment A, which is made an integral part of this Agreement. All attachments referred to in this Agreement are incorporated by reference and constitute part of this Agreement.
- B. The duration of this Agreement will be from **October 2023 to December 2024**. All expenditures paid with funds provided by this Agreement must be incurred for authorized activities during this period.

2. Budget and Terms of Payment

- A. Grantor will pay all funds to the Grantee, which are to be expended by the Grantee according to the Grant Budget shown in Attachment B. The projected payment schedule is:

Payment Amount:

\$12.500

\$12.500

Projected Date:

Once the contract has been signed (October 2023)

One month after the project has been concluded, with the condition that the organisation has completed all the activities.

- B. The Grantee agrees to refund to the Grantor any excess cash advanced at the conclusion of the grant period identified above. Also, the Grantee agrees to repay the Grantor for any expenditures that are determined to have been spent in violation of this Agreement.

3. Reporting and Maintenance of Records

The Grantor will provide a description of financial and narrative reports, and instructions regarding how the Grantee should submit them.

The Grantee will submit financial and narrative reports according to the following schedule:

Period Covered:

Due Date:

January 01, 2024 to April 30, 2024

May 15, 2024

May 01, 2024 to December 31, 2024

January 15, 2025

The Grantee will maintain all financial records, supporting documentations, and other records related to this Agreement for a period of three years. It is the sole responsibility of the Grantee to properly account for all funds.

The NED and/or the Grantor reserve the right to conduct or have conducted an audit of the Grantee's books or records including a copy of this Agreement. The Grantee will make its books and records related to the funds given under this Agreement open and available for inspecting and copying by Grantor or its representative. In the event of an audit, the Grantor will generally provide five (5) days advance written notice to the Grantee, but is not limited to doing so. The Grantor or its representative will have access to the place or places where the accounts of the Grantee are normally kept.

4. Amendments and Modifications

Any amendment or modification of this Agreement will not be in force unless it is in writing and signed by an authorized representative of the Grantor and an authorized representative of the Grantee.

5. Termination

NED, Grantor, and/or the Grantee may terminate this Agreement at any time by providing all the parties with written notice ten (10) business days in advance. In the event of such termination, the Grantor will pay the Grantee for services rendered up to the date of termination, and the Grantee will return any advance payments paid by the Grantor and provide the Grantor with any reports, including the materials made under this Agreement before the date of termination.

6. Required Compliance

In accepting this Subgrant, the Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any U.S. Government department or agency. Further, the Grantee promises not to do

business, going forward, with any party that is presently or proposed to be excluded by the U.S. Government.

The Grantee agrees to fully comply with the requirements of the following U.S. federal regulations:



- A. Executive Order 13224 (<http://www.state.gov/j/ct/rls/other/des/122570.htm>)
- B. Trafficking in Victims Protection Act (<http://www.state.gov/g/tip/laws/61124.htm>)

7. Special Conditions

- A. The grantee commits to timely and fully provide all the documentation and evidence required to demonstrate the proper execution of expenses, including but not limited to contracts, payrolls, payment receipts, and any other necessary documents to substantiate the appropriate handling of the funds.
- B. The grantee hereby agrees that the grantor may transfer any documentation submitted to demonstrate the proper utilization of funds to NED in order to fulfill with the requirements of the Grant Agreement Number 2023-0400 between the National Endowment for Democracy (NED) and Fundación Maldita.es contra la desinformación: periodismo, educación, investigación y datos en nuevos formatos.
- C. Any responsibility for the improper handling of funds, or the lack of evidence required to demonstrate the proper execution of expenses, shall be solely the grantee's, and the grantor shall not assume responsibility or bear the associated expenses in any way.

8. Signatures

The Agreement is executed when it is signed and dated by both parties, as indicated below:

FOR Media Development Foundation  7AB562E4B79E46E		FOR Fundación Maldita.es contra la desinformación, periodismo, educación, investigación y datos en nuevos formatos  D61677BA02B0458...
Tamar Kintsurashvili	SIGNATURE	Clara Jiménez Cruz
Executive Director	TYPED NAME	President
11/10/2023	TITLE	11/10/2023
	DATE	

ATTACHMENTS TO INCLUDE:

- **ATTACHMENT A – Program Description**
- **Grantor:** Use a description of the project to be carried out by the Grantee, including information relevant to the Grantee corresponding to Attachment A in the NED Grant Agreement. The program description should accurately describe only the Grantee's project activities for which funding is provided.

- *ATTACHMENT B -- Budget*
 - ***Grantor:*** *Use the relevant part of the "support grant" portion in Attachment B of the NED Grant Agreement, if applicable.*