

<b>Donor name</b>	Foundation to Promote Open Society (FPOS)
<b>Project Name</b>	Contribute to the debate on constitutional issues in the region, and provide a platform and quality resource for discussion
<b>IDEA ref number</b>	2016-04
<b>Donor refer number</b>	OR2015-23897
<b>Amount in currency</b>	320,000.00
<b>Currency</b>	USD
<b>Start date(DD-MM-YY)</b>	01-01-2016
<b>End date(DD-MM-YY)</b>	31-12-2017

# Foundation to Promote Open Society



George Soros  
CHAIRMAN

Christopher Stone  
PRESIDENT

December 17, 2015

Yves Leterme  
Secretary General  
International Institute for Democracy and Electoral Assistance  
International IDEA, Strömsborg  
SE-103 34  
Stockholm, 103 34  
Sweden

Re: Grant Number OR2015-23897

Dear Yves Leterme:

The Foundation to Promote Open Society ("FPOS") is pleased to inform you that it has awarded International Institute for Democracy and Electoral Assistance (the "Grantee") an Expenditure Responsibility grant in the amount of 320,000.00 USD for the period from January 1, 2016 through December 31, 2017. The purpose of the grant is to contribute to the debate on constitutional issues in the region, and provide a platform and quality resource for discussion, as described in the submitted proposal and budget dated November 2, 2015 (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's prior approval. We understand that Zaid Al-Ali shall be the person responsible for administering the grant on the Grantee's behalf. *To note that Wissam Benyettou will be the Project Manager until the return of Zaid Al-Ali (expected in July/August 2016).*

Upon receipt of the countersigned original of this Expenditure Responsibility agreement, and provided any outstanding reporting requirements resulting from this or previous FPOS grants have been satisfied, and provided that a representative of the Grantee has registered with FPOS's online Foundation Connect system, FPOS will pay the grant as set forth below:

Date	Amount
January, 2016	160,000.00 USD
February, 2017	160,000.00 USD

Under United States tax laws and by the terms of this grant, all funds paid to the Grantee 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 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 for any other purpose without the prior written approval of FPOS. Any Grant Funds that are not expended or committed for the purposes of the grant must be returned to FPOS.

In addition, under Expenditure Responsibility, consistent with applicable United States tax law, the Grantee agrees:

- (1) to provide full and complete Expenditure Responsibility Reports accounting for the expenditure of all Grant Funds during every calendar year (or part of a calendar year) in which it retains or expends the Grant Funds (the "Reporting Period"). The reports must include a

narrative account, confirming compliance with the terms of the grant and describing the progress made and how the expenditure of the Grant Funds achieved or furthered the goals of the grant. In addition, the Grantee agrees to provide a financial statement itemizing how the Grant Funds were spent. Reports must be submitted to FPOS within 90 days of the end of each whole or partial calendar year;

- (2) that during the period in which any portion of the Grant Funds remain unexpended, those funds must be shown separately, as a distinct fund, on the Grantee's books for ease of reference and verification;
- (3) not to use any Grant Funds for any attempt to influence legislation as described in Section 4945(e) of the Code;
- (4) not to use any Grant Funds for any attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, except as provided in Section 4945(f) of the Code;
- (5) not to use the Grant Funds to make any grants to other organizations — except United States public charities described in Sections 501(c)(3) and 509(a) of the Code — unless the Grantee both receives the prior written approval of FPOS and complies with applicable United States tax law with regard to such grants as set forth in Section 4945 and elsewhere in the Code;
- (6) not to use any Grant Funds to make grants to individuals for travel, study, research, or similar purposes unless the Grantee both receives prior written approval from FPOS and complies with Section 4945(g) of the Code; in such cases the Grantee must follow the same procedures as if the grants to individuals were to be made by a private foundation such as FPOS; and
- (7) not to purchase any capital equipment (e.g., computers, furniture, buildings) totaling more than 750.00 USD per item during the term of the grant.

The Grantee additionally agrees to provide report(s) requested by FPOS as follows. Narrative reports shall detail progress made in achieving the Project's goals. Financial reports shall detail expenditures incurred and shall follow the structure of the Project budget. Expenses incurred in a currency differing from the currency in which the grant is fixed should be translated to the currency of the grant for reporting purposes using historic or weighted average foreign exchange rates calculated for the grant period.

Accordingly, reports shall be due on or before the dates set forth below:

<b>Date</b>	<b>Report Type</b>
January 31, 2017	Narrative and Financial Interim
March 31, 2017	Expenditure Responsibility
February 28, 2018	Narrative and Financial Final
February 28, 2018	Expenditure Responsibility

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.

The Grantee must also provide copies of any publications resulting from the grant and acknowledge FPOS's support at 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."

The Grantee agrees to provide upon request any other reports or information, whether or not required by the United States tax law, which FPOS believes necessary to keep it fully apprised of the status or use of any grant or income arising from such grant. The Grantee shall also 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 to the Project.

The Grantee must keep written records of receipts and expenditures under the grant adequate to readily check the use of the Grant Funds, as well as copies of reports submitted to FPOS, for at least four (4) years after completion of the use of the Grant Funds. These records must be made available to FPOS or its designees for inspection at reasonable times upon request.

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.

It is expressly understood that by making this grant FPOS has no obligation to provide additional funding to the Grantee. This is the entire agreement between the Grantee and FPOS concerning this grant, and may be modified or waived only by a written agreement between the Grantee and FPOS. The Grantee acknowledges that it is not relying on any representation of FPOS, except as set forth in this agreement, and that no other representations FPOS may have made in the past survive.

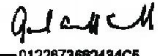
This agreement is made subject, at all times, to FPOS's compliance with all applicable laws and regulations, which may impact grant processing and payments.

The Grantee should direct communications and reports to Sara Kayyali, Policy and Advocacy Program Associate, at [sara.kayyali@opensocietyfoundations.org](mailto:sara.kayyali@opensocietyfoundations.org). Reports may also be submitted online at [www.opensocietyfoundations.org/grants/manage](http://www.opensocietyfoundations.org/grants/manage). For further information regarding Expenditure Responsibility and what this type of grant entails, please see <https://osf.box.com/US-Sourcing-Guidelines>.

Please sign below and return an executed copy of this agreement to Marla Lopez, Grants Officer, keeping a copy for your records.

On behalf of FPOS, I extend my best wishes for the success of your project.

Sincerely,  
Signed by:

  
0122673682434CS...  
Gail Aidinoff Scovell  
Secretary

Agreed to and accepted on behalf of International Institute for Democracy and Electoral Assistance:

Signed: \_\_\_\_\_  
Yves Leterme  
Secretary General

Date: 24. 2. 2016