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**Grant Number: OBSTracker-2014C-GR-GFOSS**

**International Budget Partnership at the CBPP  
Agreement Regarding Grant to Support Applied Budget Work by GFOSS**

August 1, 2014

Theodoros Karounos, Chairman of the Board  
*Εταιρεία Ελεύθερου Λογισμικού / Λογισμικού Ανοιχτού Κώδικα (EEL/LAK)*  
d.b.a. Greek Free / Open Source Software Society (GFOSS)  
56 Mesogeion Avenue, Ampelokipoi  
Athens, GR-11527  
GREECE

Dear Mr. Karounos,

I am writing on behalf of the Center on Budget and Policy Priorities (the “CBPP”) and our International Budget Partnership (the “IBP”) to set forth the terms of the Grant Agreement (this “Agreement”) between the CBPP and GFOSS (the “Recipient”). Pursuant to this Agreement, the CBPP proposes to make a grant to the Recipient in the amount of ten thousand US dollars (US\$10,000) (the “Grant”). It is anticipated that the Grant will be distributed in two installments to support Recipient activities from July 15, 2014, through July 31, 2015 (the “Grant Period”), as more fully explained below.

This Grant will be made from the CBPP’s support funds for the IBP’s Open Budget Survey Tracker (the “OBS Tracker”) Advocacy initiative. It is being made in response to the attached proposal from the Recipient (the “Proposal”). The Grant funds will be used by the Recipient in a manner that is consistent with the terms of the Proposal, and such funds shall be expended in support of the project described in the Proposal and in conformity with the project budget (hereinafter called the “approved budget”).

The Recipient’s acceptance of this Grant carries the expectation of active participation by the Recipient in a variety of “Learning Activities” sponsored by the IBP’s OBS Tracker Advocacy initiative, as further described below.

The first installment of Grant funds will be distributed as soon as practicable upon receipt of a countersigned copy of this Agreement indicating acceptance of this Agreement by the Recipient, provided the Recipient is in compliance with the terms and conditions of this Agreement. Subsequent installment(s) shall be made by the CBPP to the Recipient in accordance with paragraph 3 of this Agreement, *provided* certain multi-year grant payments that unrelated donors

propose to make to the CBPP in support of the OBS Tracker Advocacy initiative are in fact made and are made in a timely manner. If, for any reason, the CBPP does not receive the anticipated grant payments from the unrelated donors or those payments are not made to the CBPP or are not made in a timely manner, then the CBPP shall be completely relieved of any obligation to make installment payments or distributions of Grant funds to the Recipient.

The following terms, in addition to the preceding paragraphs, shall govern Recipient's use of, and entitlement to, the Grant funds:

## **1. Purpose and Expenditure of Grant Funds Generally**

The Grant funds and income earned thereon may be expended by the Recipient only for "charitable, religious, scientific, literary, or educational purposes," as those terms are defined by U.S. tax law. Further, the Recipient agrees that it will use the funds it receives pursuant to the Grant: (a) solely for the purposes stated in the Proposal, and (b) in a manner that is consistent with the terms of this Agreement and the Recipient's approved budget. Any proposed change of more than 15% to a line item in the approved budget, and/or any substantial variance in the timing of expenditures, must be approved in advance, and in writing, by the CBPP.

## **2. Compliance and Prohibited Activities**

(a) So that the CBPP may comply with the tax laws of the United States to which it is subject and the terms of the grants it receives from its donors, the Recipient agrees that it will strictly abide by the following restrictions on the use of the Grant funds:

(i) The Recipient shall not use Grant funds in any country to participate in what would be considered direct or grass roots lobbying within the meaning of the U.S. Internal Revenue Code (the "Code"), or to carry on propaganda, or to otherwise attempt to influence, directly or indirectly, specific proposed or pending legislation.

(ii) The Recipient agrees and represents that the strategies and activities employed in pursuit of the Proposal will not simply present a case for or against any legislative positions, but rather will provide a reasoned, objective consideration of the relevant policy issues and a "full and fair exposition" of the pertinent facts intended to enable recipients of the information to develop their own positions on any legislation or other matters that may be discussed.

(iii) The Recipient shall not directly or indirectly use any portion of the Grant funds to, expressly or implicitly, (a) support or oppose any candidate seeking election to public office, (b) provide a selective benefit to any political party or candidate, or (c) directly or indirectly carry on any voter registration drive.

(iv) The Recipient shall not use any part of the Grant as a grant or loan to any other organization for any reason without obtaining the CBPP's prior written approval, which approval may be withheld for any reason.

(b) In addition, the Recipient agrees to comply with the following:

(i) The Recipient agrees that all of its actions with respect to this Grant shall be consistent with the laws and regulations to which it and the CBPP are subject, including all applicable state and federal laws of the United States.

(ii) The Grant funds provided under this Agreement must be used: (a) solely for the activities described in this Agreement, the Proposal and the approved budget, and (b) in strict compliance with U.S. tax laws.

### **3. Disbursement of Funds**

Provided that the Recipient is in full compliance with this Agreement and all other conditions and prerequisites have been satisfied, the CBPP will disburse Grant funds to the Recipient in two installments via wire transfer. The CBPP will disburse the first installment of Grant funds in the amount of five thousand US dollars (US\$5,000) to the Recipient as soon as practicable upon:

(i) The CBPP's receipt of this Agreement signed by an authorized officer of the Recipient;

(ii) Written confirmation, in a form satisfactory to the CBPP, that the Recipient is a lawfully registered non-profit organization in the Recipient's country and is operated exclusively for educational or charitable purposes;

(iii) Confirmation of banking information (as more fully explained in paragraph 9, below) for an account in the Recipient's name that is eligible to receive the funds by international wire transfer; and

(iv) Satisfactory completion of a background check by the CBPP of the Recipient and its directors, officers and employees, including a determination by the CBPP – as required by U.S law – that neither the Recipient nor any individual or organization employed by or affiliated with the Recipient appears on the Terrorist Exclusion List, Specially Designated Nationals List or similar list maintained by the U.S. Government, and a determination by the CBPP that the distribution of the Grant funds to the Recipient will not violate any U.S. or foreign laws.

The CBPP will disburse the second installment of Grant funds in the amount of five thousand US dollars (US\$5,000) upon approval of the Interim Narrative and Financial

reports described in paragraph 8, as soon as practicable, *provided that* (a) the Recipient is in full compliance with this Agreement, including but not limited to the reporting obligations and any performance milestones set forth in paragraph 8, and (b) an additional background check by the CBPP (similar to that required for the previous disbursement) can be satisfactorily completed with current organizational information to be provided at that time by the Recipient, and (c) all other conditions and prerequisites have been satisfied.

Any fee imposed by the CBPP's bank to execute the wire transfer transactions shall be the responsibility of the CBPP. Any second or subsequent wire transfer fees that may be assessed or deducted by the Recipient's bank at the point of receipt or levied by any intermediary bank en route shall be the responsibility of the Recipient.

#### **4. Use of Funds**

The Recipient shall exercise the same care in the administration of the Grant as it exercises in the administration of its own funds, and shall have due regard to economy and efficiency and the need to uphold the highest standards of integrity, transparency, and the hindrance of corruption in the administration and expenditure of the Grant funds. All procurements of goods and services financed by the Grant funds shall be characterized by good business practice, competition and objectivity.

Recipient agrees to return promptly to the CBPP any portion of the Grant funds that are not needed to complete the activities described in the Proposal and this Agreement. Further, in the event any portion of the Grant funds, or interest or income earned thereon, remain uncommitted by the end of the Grant Period, the Recipient shall return all such funds to the CBPP unless their continued use is approved, in writing, by the CBPP.

#### **5. Copyrights and Use of Data**

Except as may otherwise be provided in this Agreement, all copyright interests in materials produced as a result of this Grant are owned by the Recipient. The Recipient hereby grants to the CBPP a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, copy, excerpt, or otherwise use, and to license others to use, any and all such materials, including any and all data, publications, information, or concepts developed, produced, or collected in connection with the Grant in any and all forms in which said data, publications, information or concepts are fixed.

The CBPP shall have the right to request and receive, at any time, a copy of all data sets, materials, reports, and work product related to the Grant that are developed by the Recipient and to obtain copies of any and all materials, in whatever form, pertaining to the Grant. Further, the Recipient, upon request, agrees to assist the CBPP in interpreting the compiled data and to respond to questions regarding the Recipient's research methodology, data gathering protocols, and all other activities funded by the Grant.

#### **6. Publicity and Publications**

The Recipient has been selected to participate in the IBP's OBS Tracker Advocacy initiative at the CBPP's discretion. The Recipient may not make any statement or otherwise imply to the media, the general public or any other donor or investor that the Recipient, its operations, or its participation in this initiative is supported by any organization other than the CBPP, unless the Recipient has directly received funds from such other organization.

The Recipient agrees that it will promptly make available to the public the results of research emerging from the expenditure of the Grant funds, along with any related reports, data, materials or other publications. Specifically, the Recipient shall use good faith efforts and work in a collaborative fashion with the CBPP and others to facilitate broad dissemination and accessibility of such materials.

The Recipient will promptly furnish to the CBPP two copies of any reports, publications or other materials produced or disseminated, in whole or in part, with these Grant funds. Such reports publications and other materials shall include an appropriate acknowledgement of the support from the CBPP through a "grant from the International Budget Partnership of the CBPP."

## **7. Confidentiality**

The CBPP and other participants in the IBP's OBS Tracker Advocacy initiative may communicate to the Recipient proprietary, private, secret, and other sensitive information during the term of this Agreement. The Recipient shall treat all such information as confidential, whether requested to do so or not, and shall take all such reasonable precautions to prevent the unauthorized disclosure of any part of such information to any person outside its organization including, without limitation, taking all those precautions which the Recipient uses to safeguard its own confidential information.

Except as otherwise provided in this Agreement, the CBPP shall treat all proprietary, private, secret and other sensitive information supplied to it by the Recipient as confidential, whether requested to do so or not, and shall take all such reasonable precautions to prevent the unauthorized disclosure of any part of such information to any person outside the OBS Tracker Advocacy initiative including, without limitation, taking all those precautions which the CBPP uses to safeguard its own confidential information. Further, the CBPP will impose comparable obligations on the other participants in the IBP's OBS Tracker Advocacy initiative to the extent they are granted access to the Recipient's confidential information.

Such obligation of confidentiality shall survive the expiration or early termination of this Grant; however, such obligation shall not apply to (i) information that is or becomes available in the public domain through no wrongful acts of Recipient or the CBPP; (ii) information disclosed pursuant to any court or regulatory order served upon either party, provided that either party gives the other prompt notice of such order, or (iii) any documents, materials, correspondence, data, licenses, reports, work product, or other

information that the Recipient is required to produce and supply to the CBPP and/or the public pursuant to this Agreement.

## **8. Reports**

Narrative and financial reports shall be furnished by the Recipient to the CBPP on the schedule specified below, and at such other times as the CBPP may require, in its discretion, including upon the expiration, repayment or termination of the Grant:

No later than January 31, 2015	Interim Narrative & Financial Reports
No later than August 31, 2015	Final Narrative & Financial Reports

The narrative reports shall be provided in the format specified, from time to time, by the CBPP and shall include a report on the progress made by the Recipient towards achieving the purposes of the Grant and the Proposal, along with any problems or obstacles encountered in its effort to accomplish the goals of the Proposal. The financial reports accompanying the narrative reports shall show actual expenditures of Grant funds as of the date of the report against the approved line item budget. Additionally, during the term of this Agreement, a copy of the Recipient's annual organizational audit report (if any) shall be furnished each year to the CBPP promptly upon its completion.

## **9. Bank Account**

The Grant funds must be segregated by the Recipient in a separate bank account established and maintained exclusively for charitable, religious, scientific, literary, or educational purposes. This bank account must be registered in the Recipient's name and controlled by authorized personnel of the Recipient. As a condition to its receipt of any Grant funds, the Recipient must advise the CBPP, in writing, that this separate bank account has been established; further, Recipient must provide the CBPP with the names and titles of those individuals who have control over, or signature authority with respect to, this separate account. (The Recipient shall comply with this requirement by properly completing and returning to the CBPP ANNEX 1 to this Agreement: Bank Routing Information Form). No changes in the individuals with such account control and signature authority shall be made by the Recipient without prompt written notification to the CBPP. Although this separate account may include charitable funds from sources other than the CBPP, the receipt and expenditure of the Grant funds shall be segregated in the Recipient's accounting records.

The separate Recipient bank account referenced in this paragraph 9 into which the Grant funds are deposited shall be an interest-bearing account. Any interest or other income generated by the Grant funds, including currency conversion gains, must be applied in pursuit of the goals of the Proposal.

## **10. Record Maintenance, Inspection, and Oversight**

The Recipient agrees to maintain books and records that will enable the CBPP to easily determine how the Grant funds were expended. The Recipient also agrees to make its books and records available for inspection upon request by the CBPP or its designee at reasonable times.

Accounting records, as well as copies of the reports submitted to the CBPP, shall be kept by the Recipient for at least four (4) years after completion of the use of the Grant funds and shall be made available to the CBPP for examination upon request.

The Recipient shall permit the CBPP, at any time, to conduct an evaluation and audit of Recipient's operations under this Grant, which may include a visit from CBPP personnel or a nominated person or organization contracted on behalf of the CBPP. This visit may include a review of financial and other records and materials connected with this Grant, a discussion with the Recipient's staff of the Recipient's implementation of the Proposal and expenditure of the Grant funds.

The CBPP may, in its discretion, include basic information about this Grant in its periodic public reports and may also refer to the Grant in a press release. If there are special considerations concerning the public announcement of this Grant, or if the Recipient would like to coordinate a public announcement of the Grant with the CBPP's announcement, the Recipient is encouraged to discuss its concerns with the CBPP.

## **11. Technical Assistance**

At its sole discretion, the CBPP may offer to provide technical assistance in addition to the financial support of the Grant. To facilitate this process, the CBPP may appoint a technical assistance coordinator to interact with the Recipient. The Recipient agrees to work with the technical assistance coordinator and to consult with the CBPP to determine the appropriate types of technical assistance that may be offered by the CBPP in support of the Recipient's activities.

## **12. Participation in the OBS Tracker Advocacy initiative**

The Recipient shall actively participate in and support the "Learning Activities" of the IBP's OBS Tracker Advocacy initiative, as generally described to staff of the Recipient by IBP representatives. Such participation and support shall include, but shall not be limited to, sharing research methodologies, techniques and processes with other members of the initiative, and participating in such other activities and programs as the CBPP and the other members of the initiative determine will further the objectives of the initiative.

## **13. Miscellaneous**

**(a) Termination.** If the CBPP becomes aware that the Grant funds are being used for purposes other than those described in the Proposal and in this Agreement, the CBPP may, in its discretion, terminate further disbursements of

Grant funds and the Recipient shall be obligated to reimburse the CBPP for any amounts so misused, misappropriated or diverted.

The CBPP may terminate this Grant or suspend, delay, or cancel payment of any portion of the Grant funds if (i) in its sole discretion, the CBPP is not satisfied with the progress of the activities supported by the Grant or the content of any written report required herein; (ii) the funds become unavailable for any reason; (iii) the Recipient fails to comply with any term or conditions of this Agreement, (iv) there are any significant changes in the Recipient's Board of Directors, officers, senior management, or key employees that, in the opinion of the CBPP, may impair or thwart the purposes of the Grant, (v) the CBPP determines that the implementation of this Agreement and/or the performance of any task required herein by either party, including but not limited to the distribution of the Grant funds, would violate any U.S. or foreign laws or the conditions of any grant or funding received by the CBPP, or (vi) any other circumstances occur which the CBPP determines, in its reasonable discretion, will significantly undermine the purposes of the Grant.

Upon termination of this Agreement, the Recipient shall promptly return to the CBPP any unspent and uncommitted Grant funds (as of the date of termination) previously distributed to the Recipient by the CBPP, and any interest or other income earned thereon.

**(b) Indemnification.** As a condition of the Grant, the Recipient agrees to indemnify, defend and hold the CBPP harmless from and against any and all liability, loss, and expense (including reasonable attorneys' fees) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by the Recipient or any of the Recipient's officers, directors, agents employees, subgrantees, contractors or subcontractors with respect to the Grant. The Recipient also agrees that any activities by the CBPP in connection with the Proposal, the Grant, or the IBP's OBS Tracker Advocacy initiative shall not modify or constitute the basis for any claim of waiver or modification by the Recipient of the CBPP's rights under this paragraph 13.

**(c) Entire Agreement; Severability; Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of this Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction or enforceability of any remaining term or provision. This Agreement may be amended or modified only by a mutual written agreement of the parties.

**(d) Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia, USA.

**(e) CBPP Contact.** The Recipient's designated contact at the CBPP regarding administration of this grant will be Tom Zanol (e-mail: [zanol@cbpp.org](mailto:zanol@cbpp.org)). The CBPP may delegate this Contact designation to another member of staff, with notice to the Recipient.

If this Agreement correctly sets forth the Recipient's understanding of the terms of the Grant, please indicate the Recipient's agreement to such terms by having this Agreement countersigned by an authorized officer of the Recipient and returning one executed copy to the CBPP to the attention of the designated contact named above. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution. In countersigning this Agreement, such officer represents to the CBPP that s/he has the authority to sign this Agreement on the Recipient's behalf.

Payment of any Grant funds hereunder will commence as soon as practicable following receipt by the CBPP of a countersigned copy of this Agreement and affirmation of the Recipient's legal status, as per paragraph 3(ii) above. Please also confirm the Recipient bank account and related information, including the name on the account and list of authorized account signatories, as required by paragraphs 3(iii) & 9, above (see also ANNEX 1).

The CBPP is pleased to award these Grant funds and provide any attendant technical support to the Recipient. We look forward to working with you and wish you every success in your work.

Sincerely,



Rose Nierras  
Director of Operations, the IBP

ENCLOSURES:

- 1) Recipient's proposal to the IBP's OBS Tracker Advocacy initiative
- 2) ANNEX 1: Bank Routing Information Form

**Grant Number: OBTracker-2014C-GR-GFOSS**

ACCEPTED AND AGREED

this 25th day of August, 2014

for the Recipient

By:

  
Authorized Signature

Printed Name:

THEODOROS KAROUNAS

Title:

Chair, Board of Directors - GFOSS

*To facilitate receipt of Grant funds, complete the following:*



Check here to confirm that the Recipient has completed and attached the separate form provided by the CBPP (ANNEX 1) to provide complete bank account information and wire routing instructions.

Grant funds may only be disbursed to an account in the name of the Recipient.