



December 19, 2019

Julio Herrera, President  
Asociacion Civil Red Ciudadana  
12 calle 7-25 zona 10 Edificio Géminis 10,  
Torre Norte Oficina 14-13  
Guatemala City, 01007 Guatemala

Re: Grant Number OR2019-65089

Dear Julio Herrera:

The Open Society Policy Center ("OSPC") is pleased to inform you that it has awarded Asociacion Civil Red Ciudadana (the "Grantee") a grant in the amount of 41,740.00 USD (the "Grant") for the period from January 1, 2020 through December 31, 2020 (the "Term"). The purpose of the Grant is to support the Grantee's work on evaluating political financing, as set forth in the Grantee's proposal and budget.

Upon its receipt of a countersigned original of this agreement, and provided any outstanding reporting requirements resulting from previous OSPC grants have been satisfied, and provided that a representative of the Grantee has registered with the online Foundation Connect system, OSPC shall pay the Grant as set forth below:

<b>Date</b>	<b>Amount</b>
January 2020	41,740.00 USD

The Grantee shall be required to file narrative and financial reports according to the following schedule:

<b>Date</b>	<b>Report Type</b>
January 31, 2021	Narrative Final
January 31, 2021	Financial Final

All grant funds are restricted exclusively to the purposes permitted by and described in section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code").

The Grantee further agrees:

- (1) to allow OSPC, at its discretion, to publish information about this Grant and the Grantee; and
- (2) to provide OSPC with two copies of any publication funded by this Grant.

If the Grantee fails to use this Grant for its stated purpose, or if the Grantee fails to provide OSPC with a full accounting of how the Grantee spent the grant funds, including, but not limited to, all required reports, OSPC may immediately stop funding the Grantee and may be prohibited from awarding the Grantee any additional grants in the future. If the Grantee spends the Grant or any portion of it for anything other than its stated purposes, the Grantee shall be required to repay that expenditure to OSPC. The Grantee further acknowledges and agrees that OSPC shall have the right to require interim narrative or financial reports if, in OSPC's sole discretion, OSPC determines that said reports are necessary. The Grantee shall also allow OSPC staff or representatives to conduct evaluations and audits of Grantee activities supported by the Grant, which may involve visits to observe, review and discuss the

Grantee's operations, financial records and other materials connected with said activities, during Grantee's business hours.

No portion of the Grant may be used to intervene in any election on behalf of (or in opposition to) any candidate for public office, to engage in partisan political activity as defined in the Code, or engage in activity in support of or opposition to a state or local ballot measure. The Grantee's failure to comply with any term or condition of this paragraph and the paragraph immediately preceding this paragraph shall constitute a material breach of this grant agreement, and shall entitle OSPC, without prejudice to any other remedies that may be available to OSPC at law or equity, to immediately terminate this grant agreement with written notice to the Grantee and require the Grantee to return all funds from the Grant to OSPC. In addition, the Grantee agrees to allow OSPC to publish, in any printed or electronic medium, information regarding this grant.

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](http://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, Venezuela 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 OSPC to violate, economic or financial sanctions, export controls, or trade embargoes imposed by the U.S. government. Should OSPC 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 OSPC in their entirety all monies paid to the Grantee hereunder.

The Grantee (i) understands and acknowledges that OSPC may ask the Grantee to provide signed certifications to OSPC 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.

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](mailto:ombudsperson@opensocietyfoundations.org). For more information about the role of the ombudspersons, please see the OSF website at [www.opensocietyfoundations.org](http://www.opensocietyfoundations.org).

The Grantee should direct communications to David Holiday at [david.holiday@opensocietyfoundations.org](mailto:david.holiday@opensocietyfoundations.org). Reports should be submitted online at <http://www.opensocietyfoundations.org/grants/manage-grants>.

This agreement and its terms and conditions shall be governed by and construed in accordance with the laws of the District of Columbia applicable to contracts to be fully performed within that District, without reference to that District's choice-of-law rules.

Beyond the rights and obligations specifically stated in this letter, OSPC 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, OSPC has no obligation to provide additional funding to the Grantee.

This agreement is the entire agreement between the Grantee and OSPC 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 OSPC. Notwithstanding the foregoing sentence, if OSPC approves a no-cost extension request of this agreement from the Grantee, OSPC 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 OSPC's online Foundation Connect system. The Grantee acknowledges that it is not relying on any representation of OSPC, except as set forth in this agreement, and that no representations OSPC may have made in the past survive.

If this letter correctly sets forth the parties' understanding with respect to the subject matter hereof, please indicate your agreement by countersigning below and returning the executed Agreement to Brenton Harper.

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

Sincerely,

DocuSigned by:  
  
2D80C11C35684D6...  
Debbie Fine  
Secretary

ACCEPTED AND AGREED TO  
AS OF THE DATE FIRST HEREINABOVE WRITTEN

Signed:   
053DB7561D76449...  
Mr. Julio Herrera  
President

24 December 2019  
Date: \_\_\_\_\_

## **Data Protection Statement**

### **1. How we use your personal data**

In awarding this grant, Open Society Policy Center and the Open Society Foundations (Open Society Institute (“OSI”) in New York and other offices and foundations (details of which can be found at <https://www.opensocietyfoundations.org/about/offices-foundations>)) have collected and recorded data about you or other people within your organization in connection with administering your or your organization’s grant proposal and awarded grant (“Your grant”). The legal basis on which we collect and process your data is that you have either provided your consent, it is necessary for us to comply with a legal obligation or to perform our responsibilities under an agreement with you, or there is a legitimate interest in us doing so. We have a legitimate interest in administering the organization, delivering our grant making and management of our programmatic work and to that extent collect and process personal data of our grantees.

We will process your personal data in the future to administer Your grant and for managing the Open Society Foundations current and future grant making activities. This includes monitoring Your grant, making relevant payments, contacting you about the progress and status of the grant and carrying out historical analysis of our grant making.

As part of administering Your grant your data may be used by our other offices and foundations, some of which are based outside of the European Economic Area (EEA). We will also pass data to staff, consultants and suppliers who are performing services on our behalf for the purposes outlined above.

We will keep your data secure and retain it for no longer than is necessary for the purposes for which it is processed. Please see the Open Society Foundations website regarding its retention periods.

### **2. Our privacy policy and your rights**

For more information about the way in which we process personal data and your rights please see our Privacy Policy <https://www.opensocietyfoundations.org/about/policies/privacy> or contact us at [dataprotection@opensocietyfoundations.org](mailto:dataprotection@opensocietyfoundations.org). If you are unhappy with the way in which we have handled your personal data, please contact us using the details above. If you are in the European Union (EU) you are also entitled to make a complaint to your local data protection authority.

If you are not yourself a grantee, please share this data protection statement with any individual whose personal data has been shared with OSF as part of Your grant application.

### **3. Email updates**

The Open Society Foundations periodically send email updates to our subscribers about upcoming events and other Open Society news and announcements. If you would like to receive these updates, please sign up on our [website](#).