

FOUNDATION OPEN SOCIETY INSTITUTE (FOSI)

Baarerstrasse 12, CH 6300 ZUG, Switzerland

14 March 2014

Mr. Yevhen Bystrytsky
Executive Director
International Renaissance Foundation - Kyiv (Ukraine)
Artema St., 46
Kyiv 04053 Ukraine

Dear Mr. Bystrytsky:

Foundation Open Society Institute, a Swiss charitable foundation is pleased to award International Renaissance Foundation - Kyiv (Ukraine) (the "Grantee") a grant with the terms and conditions set forth herein. The grant shall be administered by AdminGroup Zrt. ("AdminGroup"), a Hungarian services company, acting as the agent of FOSI.

This grant will be subject to the following terms and conditions:

GRANT PURPOSE, PERIOD, AMOUNT

This grant is awarded to provide general support ("the General Support Grant"). The grant period shall be from January 1, 2014 through December 31, 2014. The maximum amount of the grant award shall be USD 3,759,104.

PAYMENT

Upon receipt of the countersigned copy of this grant agreement ("Agreement"), and provided that any outstanding reporting and repayment obligations resulting from this or any grants from the Open Society Foundations have been satisfied, FOSI will pay the grant in installments as requested.

EXTENSION

A request for an extension of the grant period must be submitted to AdminGroup prior to the end of the current grant period and must include a rationale and proposed end date, up to one year from the end of the original grant period.

PROJECT PROPOSAL, BUDGET, BUDGET ADJUSTMENTS

The grant shall be expended according to the proposal and budget as approved by FOSI.

AUDIT, RECORDKEEPING

The Grantee shall maintain receipts and invoices for all matters pertaining to this grant, and shall keep these available for inspection or audit by FOSI or its designee for four years following the end of the grant period.

MONITORING

FOSI may monitor and conduct an evaluation of the Grantee's operation under this grant, which may include visits from FOSI staff or representatives to observe and discuss the Grantee's activities and review financial and other records and materials connected with the activities financed by this grant.

FOSI'S RIGHT TO PUBLISH GRANT DATA

The Grantee hereby authorizes FOSI or its designee to publish, in any printed or electronic medium, the Grantee's name, address, the purpose of this grant award and the grant award amount as specified herein.

REPAYMENT

At the conclusion of the grant period, the Grantee agrees to return unexpended funds and any interest thereon to FOSI. The Grantee also agrees to return any funds that are not covered by accepted reports within ninety (90) days of the final report due date, or by the deadline given by FOSI, whichever is later.

GrantID: Ukraine/2014/01

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GRANTEE'S RESPONSIBILITY, AUTHORITY

This Agreement exists solely between FOSI and the Grantee, regardless of the Grantee's use of third parties for the activities under the General Support Grant. The Grantee shall, at all times, be responsible for execution of the activities under the General Support Grant and all salary, social security, legal, and taxation matters related to the execution of the activities under the General Support Grant and expenditure of the grant funds. The Grantee shall hold FOSI harmless from any damage or injury of any kind resulting from or caused by any act or omission of the Grantee related to this General Support Grant.

The Grantee has no authority to act as an agent of FOSI; it shall not enter into any agreement on behalf of FOSI, or bind FOSI in any way.

TERMINATION

If FOSI determines that the Grantee is in violation of any of the provisions of this Agreement, then FOSI may, at its sole discretion, terminate this agreement with 30 days' notice. The Grantee's repayment obligation in case of termination shall be limited to funds not yet already spent or irreversibly committed by the Grantee in good faith and in compliance with the terms of this Agreement up until the date of termination.

CHOICE OF LAW AND FORUM

This Agreement shall be interpreted in accordance with the laws of Switzerland, without regard to any conflict of law provisions, and any legal proceeding arising out of this Agreement shall be brought in the courts of Zug, Switzerland.

ENTIRE AGREEMENT, COUNTERSIGNATURE

This Agreement, together with the proposal and budget approved by FOSI, represents the final and complete understanding of the parties related to the General Support Grant. In the event of any conflict between this Agreement and the proposal or budget materials, the terms and conditions of this Agreement shall prevail. This grant award is conditional upon FOSI receiving an executed copy of this Agreement from the Grantee no later than 60 days from the date indicated on Page 1 of this Agreement.

Please return an executed copy of this letter to us, keeping a copy for your records.

On behalf of FOSI, may I extend my best wishes for the success of your activities.

Very truly yours,


Authorized Signatory
Foundation Open Society Institute

Agreed to and accepted on behalf of the Grantee:

Signed: _____


Mr. Yevhen Bystrytsky
Executive Director



Date: _____

02/04/2014