

Foundation to Promote Open Society



George Soros
CHAIRMAN

Christopher Stone
PRESIDENT

March 8, 2014

Yevhen Bystriytsky
Executive Director
International Renaissance Foundation - Kyiv
Artema St., 46.
Kyiv, 04053
Ukraine

NY

Re: Grant Number OR2014-13220

Dear Yevhen Bystriytsky:

The Foundation to Promote Open Society ("FPOS") is pleased to inform you that it has awarded International Renaissance Foundation - Kyiv (the "Grantee") a grant in the amount of up to USD 2,495,280.00 for the period from January 1, 2014 through December 31, 2014. The purpose of the grant is to provide support for non-lobbying activities including initiatives that prevent corruption, support the rights of vulnerable populations, increase access to information, and improve public health, as described in the submitted proposal and budget (the "Project"). The grant shall be expended according to the Project proposal and budget as approved by FPOS.

Upon receipt of the countersigned original of this 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 in installments as requested.

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, consistent with applicable United States tax law, the Grantee agrees:

- (1) not to use any Grant Funds for any attempt to influence legislation as described in Section 4945(c) of the Code;
- (2) 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;
- (3) 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; and

- (4) 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.

The Grantee further agrees to provide full and complete 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 as soon as possible (and in no case later than three months) after the conclusion of each whole or partial calendar year in the Reporting Period. For multi-year grants, a final cumulative report must also be submitted at the conclusion of the Reporting Period. The Grantee additionally agrees to provide any interim report(s) requested by FPOS on the dates required.

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

Date	Report Type
March 31, 2015	Financial Final
March 31, 2015	Narrative Final
March 31, 2015	Expenditure Responsibility

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.

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. 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.

...my best wishes for the success of your project.

Sincerely,
Digitally signed by:
Gail Scovell
012267066293406...

Gail Aidinoff Scovell
Secretary

Agreed to and accepted on behalf of International Renaissance Foundation - Kyiv:

Signed: *Yevhen Bystrytskyi*
Yevhen Bystrytskyi, Executive Director

Date: 04/30/2014