







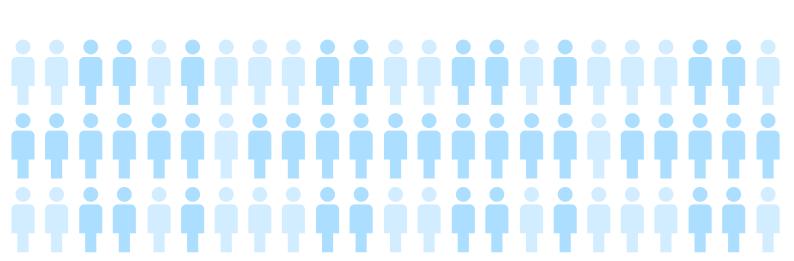
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NATIONAL NETWORK OF LOCAL PHILANTHROPY DEVELOPMENT





VERSION: AUGUST 2024



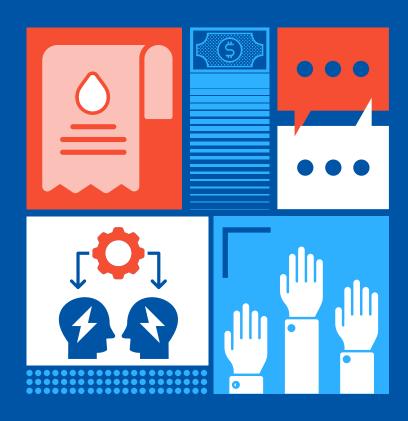
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01 GENERAL RECOMMENDATIONS & INFORMATION

- 1.1 Please read this document carefully before starting your work with Ukraine Pooled Fund. This will help to avoid misunderstandings, ensure timely preparation of all necessary documents for reporting, and maximize the positive result of our cooperation. If you have questions during work or reporting, that are not answered by this document or require clarification, contact the grant manager through a personal mailbox. You can also find guidelines for e-mail design in the Communication Rules section.
- **1.2** This document regulates:
 - rights, obligations, and opportunities of program participants;
 - rules of use and the process of providing grant assistance;
 - rules of interaction and communication between participants;
 - conflict resolution;
 - regulations on participation in the program.



02 GENERAL PROVISIONS

2.1 Regulations on Ukraine Pooled Fund program (hereinafter - the Regulations) was developed following the principles and directions of work of the Charitable Organization National Network of Local Philanthropy Development (hereinafter - CO Philanthropy), following clause 2.1. Policies for receiving and using charitable assistance of the Charitable Organization National Network of Local Philanthropy Development, taking into account Part 2 of Art. 3 of the Low of Ukraine No. 5073, clause 2.4. of the Charter of the Organization (see Annex 1) in cooperation with the global network of humanitarian organizations Start Network, according to the membership agreement - Network Membership Agreement and the agreement with SCUK - SCUK grant agreement with NNLPD (see Annex 1), and defines the conditions, purpose, tasks and basic organizational and legal principles of the implementation of Ukraine Pooled Fund Program (hereinafter referred to as the Program).

2.2 In the text of the Regulations, the terms are used in the following meanings:

Ukraine Pooled Fund	A program of networking and financial support of local and national civil society organizations involved in humanitarian response and which have passed due diligence.
The administrative team of Ukraine Pooled Fund Program	(hereinafter - the administrative team of the program) is a coordinating team consisting of the National Network of Local Philanthropy Development team members, whose duties include the operational management of the program.
Due diligence	A process of systematic and thorough research, analysis, and assessment of local organizations within the framework of selection for participation in the network.
Humanitarian response	A process of providing aid and support to people affected by a humanitarian disaster.
The funding mechanism	A method of transferring a sub-grant to CSOs that are participants in Ukraine Pooled Fund Program.
The rapid response mechanism	A funding mechanism that is activated in the event of an emergency.
The regular response mechanism	A financing mechanism that provides regular financing to CSOs with a longer project implementation period through the "open call for proposals" process.
Work with partners	Members of the Fund have the opportunity to apply for any response mechanism together with a partner who is not a member of the Fund.
Communication channels of the participants of Ukraine Pooled Fund Program	Platforms, resources, methods of communication.
An application	A written grant request, which is developed and submitted according to defined standards.
Evaluation commission	A group of 3 or 5 people (depending on the response mechanism) who make decisions on awarding a grant.
The panel of evaluation experts	A group of 12 experts among whom the evaluation commissionis elected before or during the announced grant application .
Program Supervisory Board	A group of 7 appointed representatives of organizations responsible for making decisions regarding the strategic direction of Ukraine Pooled Fund.

2.3 Goal of the Program:

The goal of Ukraine Pooled Fund Program is to support and develop local leadership and strengthen the capacities of Ukrainian NGOs to ensure effective and long-term humanitarian response.

2.4 The Program aims to:

- Development of the localization of humanitarian aid by delegating responsibility and resources to local organizations, which ensures a deeper and more accurate response to the needs of communities.
- Stimulation of active participation of local organizations in solving urgent social, economic, and environmental problems.
- Providing financial and non-financial support to projects aimed at restoring infrastructure, ensuring access to basic services, improving the standard of living of the population, and regaining social cohesion.
- Development of organizational capacity of local organizations through training, experience exchange, consultations, and promotion of networking.

2.5 Objectives of the Program:

- To form a network of local and national civil society organizations of Ukraine, which are involved in humanitarian response and have passed due diligence.
- Provide funding for projects aimed at emergency aid in response to crises and disasters.
- Provide financing for projects that contribute to the restoration and development of infrastructure, social services, education, and health care, as well as ensure long-term improvement of the quality of life in communities.
- Provide training, resources, and advisory support to strengthen and develop the organizational capacity of local NGOs.
- Create a platform for the exchange of knowledge and best practices between organizations.
- Engage local organizations in the planning, management, and implementation of humanitarian projects, to ensure greater effectiveness of aid.
- Facilitate participation of local organizations in international networks and partnerships to strengthen their global influence.

2.7 Geography of the Program:

the Program is aimed at supporting projects in all regions of Ukraine, ensuring equal access to resources regardless of geographic location.

- **2.8** The Program is implemented exclusively on the partnership principle based on cooperation with the Start Network global network of humanitarian organizations.
- **2.9** The basis and guarantee for the implementation of the Program within the respective district of the region is the Partnership Agreement concluded between the National Network of Local Philanthropy Development and the Start Network global network of humanitarian organizations.

2.10 According to the Programme, public and charitable organizations, subject to a successful due diligence check, are given the opportunity, within a certain time frame and procedure, to submit an application form for grant funding for rapid response projects aimed at helping the population and combating the consequences of disasters of various nature and scale, and regular response projects aimed at sustainable humanitarian and recovery needs in the regions of Ukraine.

03 | PROGRAM MANAGEMENT STRUCTURE

3.1 CO National Network of Local Philanthropy Development plays a key role in Ukraine Pooled Fund Program, acting as a legal entity and ensuring the reception and management of donor's funds, the conclusion of agreements with international and local partners, as well as the administration of funding.

The organization is responsible for administering the process of distributing funds, transferring funds to participants, monitoring their use, and preparing reports for donors. This ensures transparency, efficient use of resources, and maintenance of donor's trust.

3.2 The administrative team of Ukraine Pooled Fund Program is a coordinating team consisting of the National Network of Local Philanthropy Development team members, whose duties include the operational management of the program.

Tasks of the administrative team of the program:

- **Development, improvement, and implementation of the strategy:** Together with the Supervisory Board of the Program, the administrative team works on creating and improving the strategy of the program, ensures the implementation of the plan, and also deals with the daily planning of processes and monitoring of their implementation.
- **Dissemination of program results and engagement of new NGOs:** The team develops and implements communication strategies to promote the Program and its goals.
- **Grant application s administration:** The administrative team is responsible for receiving and initial processing of applications, as well as organizing the evaluation of applications by an independent commission and keeping documentation of this process.
- **Support and consultation of program participants:** The team provides informational support to program participants, including answers to questions about the terms of participation and rules of the grant application.
- **Management and administration of program finances:** Control over the financial plan of the program, budget management, and financial settlements with grantees.
- **Promoting the development & increasing the organizational capacity of local organizations:** Promoting the development of local organizations through the organization of training and forums, provision of advisory support, and coordination of a platform for experience exchange.

- **Communication with partners and donors of the Program:** Establishing and maintaining partnerships with organizations and foundations that provide financial or non-financial support.
- Monitoring and reporting: Monitoring program results and reporting on program implementation to maximize transparency and efficiency.
- Комунікація з партнерами та спонсорами: Встановлення та підтримка партнерських відносин з організаціями та компаніями, які надають фінансову або іншу підтримку грантового конкурсу.
- **Monitoring and evaluation:** Monitoring and evaluation of the grant application's results, effectiveness analysis, and identification of possible ways for improvement.
- **Documentation and reporting:** Compilation of reports on the progress and results of the grant application , preparation of documentation for financial reporting, and further implementation

3.3 Supervisory Board

3.3.1 The Supervisory Board consists of seven members representing six local Ukrainian organizations and one international organization. Members of the Supervisory Board are selected based on their experience, qualifications, and ability to contribute to the development of the Program.

3.3.2 Requirements for members of the Supervisory Board:

- Members should be able to demonstrate significant experience in humanitarian programs, community development, or related fields that provide a deep understanding of the needs and challenges local communities are facing.
- Members must have a deep understanding of the specifics of the regions where the program operates to adequately respond to local needs and promote effective localization of initiatives.
- Members must have project or organizational management experience, strategic planning, and decision-making ability.
- Members must share the mission and values of the program, actively promoting its goals and maintaining high standards of integrity and transparency.
- Members should work actively to promote localization and ensure that resources are distributed and decisions are made and implemented mostly locally.

3.3.3 Functions of the Supervisory Board:

- development of strategic directions of the Program and its long-term planning.
- supervision of program implementation, including financial control and monitoring of project implementation.
- providing advisory support to the program management, contributing to the increase of its effectiveness.
- representation of the Program in relations with state, public, & international partners.

3.3.4 Elections of members of the Supervisory Board:

Council members are elected at the General Meeting of program participants. Nominations are submitted through the form of interest, which is created and distributed by the administrative team of Ukraine Pooled Fund before the General Meeting. Candidates have the opportunity to speak about themselves during the General Meeting. If the number of interested persons is greater than the established number of members of the Supervisory Board, elections are held by direct secret ballot of the members of the Fund. The term of office of a member of the Supervisory Board is one year with the possibility of re-election

3.3.5 Meeting of the Supervisory Board:

The Supervisory Board meets at least once a quarter. Meetings can be held online or in person. Decisions of the Supervisory Board are made by $^{2}/_{3}$ of the votes cast.

3.3.6 **Duties:**

- Ensuring the transparency of the work and activities of Ukraine Pooled Fund .
- Compliance with the principles of openness and accountability.
- Handling complaints from program participants regarding the activities of the program's administrative team
- Determination and control of compliance with the long-term goals of Ukraine Pooled Fund
- Comprehensive support and implementation of representative activities of Ukraine
 Pooled Fund
- **3.4** The panel of evaluation experts is a group of 12 experts among whom the evaluation commission is elected before or during the announced grant application . Submission of candidacies to the Panel of evaluation experts takes place through the form of interest, which is created and distributed by the administrative team of Ukraine Pooled Fund when necessary. In case the number of interested persons is higher than the established number of members of the Panel of evaluation experts, the administrative team of the Fund carries out the selection according to the requirements for the members of the Panel of evaluation experts. All members of the Panel represent Ukrainian local organizations with significant experience in public activities and humanitarian work.

3.4.1 Requirements for the members of the Panel of evaluation experts:

- At least two years of experience working in public or charitable organizations.
- Deep knowledge in the field of project management and humanitarian response.
- Understanding the local context and specifics of the region in which the projects are implemented.
- Recommendations from other organizations in the public sector.

3.5 Functions and responsibilities of the Panel of evaluation:

The Panel of evaluation is a group of people who act as a back-up to the evaluation commission. Their main function is to stay in the joint Telegram chat and promptly react to the announcement of the gathering of the Evaluation Commission for the grant application. A member of the Evaluation Panel during the announcement of the gathering of the Evaluation Commission for the grant application is obliged to make sure that:

- 1 the organization he/she represents will not apply for this grant application to fully avoid a possible conflict of interest;
- 2 [for a rapid response mechanism] he/she has sufficient experience to evaluate grant applications in the condition of an emergency that has arisen;
- 3 [for a rapid response mechanism] he/she has sufficient experience within the region where the emergency occurred.

If a member of the Evaluation Panel is sure that his/her candidacy complies with all the points above, he/she must submit his/her candidacy for membership in the Evaluation Commission to the Fund's administrative team.

- **3.6** The Evaluation Commission is a group of experts involved in the evaluation of applications with expertise following clauses 3.3.1. of this Regulations. The Evaluation Commission is gathered before or during the announcement of the grant application among the members of the Evaluation Panel. The Evaluation Commission is assembled by the Fund's administrative team.
- **3.7** The Rapid Response Mechanism Evaluation Commission consists of 3 qualified experts who have sufficient expertise within the emergency region and represent organizations that will not be applying for this grant application.
- **3.8** The Regular Response Mechanism Evaluation Commission consists of 5 qualified experts representing organizations that will not apply for this grant application .

3.9 Functions of the Evaluation Commission:

- Proper adherence to established application evaluation protocols and criteria, ensuring an objective and fair evaluation process.
- Identifying and reporting any conflicts of interest to avoid any influence on the independence
 of their decisions.
- Attending meetings of the Evaluation Commission and timely review of submitted applications and providing feedback to participants, which contributes to the transparency and clarity of the evaluation process.

3.10 Duties of the Evaluation Commission:

- Rightly follow application evaluation protocols
- Report conflicts of interest
- Attend meetings of the Evaluation Commission
- Review applications and provide feedback promptly
- Ensure transparency in the decision-making process

04 | PROGRAM PARTICIPATION

- **4.1** Any Ukrainian local public or charitable organization that is actively engaged in the implementation of humanitarian programs and restoration projects can become a participant of Ukraine Pooled Fund. To participate in the Program, the organization must meet the following criteria:
 - Proven experience in the implementation of humanitarian response.
 - Registration on the territory of Ukraine or temporarily occupied territories provided that the activity of the organization takes place on the territory controlled by the Ukrainian authorities. The organization must not be a branch or subsidiary structure of an international organization.
 - Availability of all the necessary documents, including the organization's Charter, a certificate of non-profitability, and a bank account.
 - Absence of entries in the sanctions lists by the heads of the organization.
 - Presence of public activity and pages in social networks.
 - Availability of the organization's annual report for the last year.
 - Sufficient number of qualified employees and resources for project implementation.
 - Availability of recommendations from other organizations or individuals who can confirm the competence and reliability of the organization.
 - Absence of criminal proceedings, sanctions, or cooperation with aggressor countries.
- **4.2** The process of selecting participants takes place through the announcement of an open call (form of interest) and/or through the invitation of organizations.
- **4.3** Selected organizations should pass a due diligence process implemented by a designated program contractor. After going through the due diligence process, organizations will receive an organizational development rating. The assessment of the level of organizational development will affect the available amount of funding within the Program.
- **4.4** In case of successful completion of the due diligence process, program participants will receive an official letter of congratulations from the National Network for the Development of Local Philanthropy. Upon receipt of this letter, the participating organization is obliged to send a letter in response stating that it agrees to all the terms and conditions of membership in the Ukrainian Pooled Fund. Upon receipt of such a letter from the National Network for the Development of Local Philanthropy, the participating organization will be considered a member of the fund and will be able to apply for grant support from the fund. This ensures that all participants clearly understand the rules and requirements for participation in the program.

4.5 Participants' access to development opportunities:

The program assists the following components:

- participants' access to learning opportunities such as internships and mentoring programs.
- development of online forums and communities where participants can freely exchange experiences, advice, and ideas.

05 | ADAPTATION OF PROGRAM PARTICIPANTS

5.1 After the participant has fulfilled clause 4.4. of this program (writing a letter of response from the participating organization on acceptance of all the terms and conditions of membership in the Fund), the process of adaptation of the program participant begins.

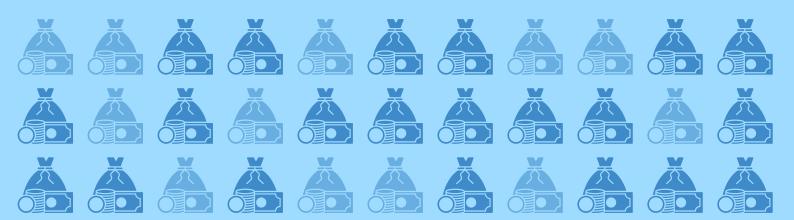
5.2 The process of adaptation of the program participant provides:

- **5.2.1** Receiving a detailed letter with information about the Program, including information about the rules of media coverage, communication, obtaining funding, contacts for communication, and other important aspects of the work.
- **5.2.2** Joining of a representative from the participating organization to the Telegram chat for informal communication and networking.
 - **5.2.2.1** Joining of a representative from the participating organization to the Telegram chat for informal communication and networking.
 - **5.2.2.2** In the recommendation procedure, it is determined that the representative from the organization can be a person from the participating organization who leads the direction of humanitarian/rehabilitation response and/or works on external communication and partnerships.
 - **5.2.2.3** In case of the need to change the representative from the organization, the participating organization must write a letter to the administrative team indicating the reason for the change of representative and the contact details of the new person.
- **5.2.3** Training from the administrative team of the Program to become more familiar with the program system, explore the opportunities it offers and get answers to your questions.
- **5.2.4** Receiving up-to-date information about the next cycles of regular funding and their actions in the event of an emergency.
- **5.2.5** Obtaining up-to-date information on the possibility of submitting one's candidacy to the Evaluation Commission and the Supervisory Board.

06 | FINANCING

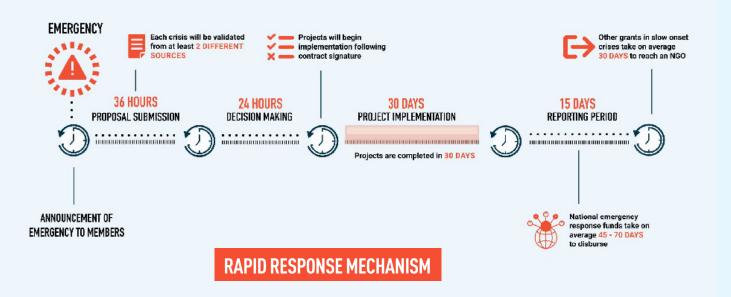
- **6.1** Funding can be received by all participants of the Program following the assessment of the level of organizational capacity, which was determined in the process of due diligence by the program contractor.
- **6.2** Funding can be received by all participants of the Program following the assessment of the level of organizational capacity, which was determined in the process of due diligence by the program contractor.

Funding for Program participants will be available for 2 types of humanitarian projects: Rapid response & Regular response (see pp14 & 15)



1: RAPID RESPONSE

is quick and immediate intervention or action to manage, prevent, or resolve emergencies, crisis events, or hazards. Funding is provided promptly after or on the eve of an emergency to implement a 30-day response project.



Defined understanding of an emergency: the occurrence of an unexpected (for most affected) event that has some of the following critical consequences/characteristics (this is not an exhaustive list):

- Destruction of infrastructure (hospitals, schools, roads, bridges);
- Loss of access to basic needs (food, water, health care);
- Environmental catastrophe (e.g, the destruction of oil refineries);
- Epidemics;
- Food security crisis;
- Sudden loss of communication with local authorities;
- Violation of human rights;
- Lack of protection against extreme cold.

2: REGULAR RESPONSE

is a system or process by which sustainable and long-term funding is provided to address humanitarian crises, assist victims of catastrophes, wars, or natural disasters, and support projects of rebuilding infrastructure and social systems. Funds are released each month on a specified day to grant applications submitted within 14 days. Funds will be used to fund 90-day-long response projects, allowing organizations to address long-term needs.



In particular, but not limited to the following directions:

- Humanitarian aid: provision of medical, food, and other necessary resources to people who have survived wars, and natural disasters or are in difficult life circumstances.
- Infrastructure reconstruction: reconstruction of residential buildings, schools, hospitals, and other infrastructure damaged as a result of wars or natural disasters.
- Psychological support: provision of psychological assistance to those affected by traumatic events, as well as the development of psychosocial rehabilitation programs.
- Economic support: stimulation of economic development in affected regions through the provision of financial support, training, & development of small businesses.
- Cultural rehabilitation: projects aimed at restoring cultural life in regions, including support of art, traditions, & cultural institutions.
- Integration of IDPs and reintegration of veterans: projects aimed at restoring the integration and adaptation of internally displaced persons, as well as the reintegration of war veterans into society.

6.3 Implementation of the rapid response mechanism:

• Notifying the program's administrative team about an emergency:

All Fund member organizations and partner organizations will be added to the coordination chat in Telegram. In the event of an emergency, any organization that is aware of it will report it in the chat.

Information check:

The program's administrative team will verify emergency information using official data from verified sources. If the event is small-scale, two separate organizations working locally at the location of the emergency will be able to confirm it by providing photographs and relevant details.

Announcement of the start of application submission:

The program's administrative team will send an email to all organizations participating in the Fund and donor organizations notifying them of the activation of the emergency response mechanism and inviting all organizations to submit response proposals. The deadline for submitting proposals is 36 hours after the official announcement by e-mail.

• Working hours:

Informal communication and coordination can happen at any time. Officially, the Fund will work from 08:00 to 23:00. During this time, official messages will be sent and meetings will be held to make decisions. The working hours apply to the administrative team of the Fund, as well as to the Evaluation Commission.

Application selection process:

The Program's administrative team will establish and administer process committees that will make decisions on funding applications. After the activation of the mechanism, the administrative team of the Fund will schedule a meeting for decision-making. The Evaluation Commission consists of 3 people and will have 24 hours to review all submitted proposals and select winners. The administrative team of the Fund is responsible for organizing the Commission meeting and providing all materials for decision-making. The Commission's decision is published within one hour after the meeting.

The Fund's administrative team will be present at the meeting to ensure an objective and reliable review and to keep minutes.

• Members of the Evaluation Commission:

- The Evaluation Commission must have regional representation. During the convening of the Evaluation Commission, preference is given to persons who know the specifics of the territory where an emergency occurred;
- Members of the Evaluation Commission must have at least two years of work experience in humanitarian programs;
- The members of the Evaluation Commission should not have any reputational issues (for example, belonging to political parties).
- The administrative team of the Program will ensure that persons who represent organizations participating in the Fund and plan to apply for funding do not participate in the Evaluation Commission.
- Right after an emergency occurs, there may be no publicly available information on access restrictions to the emergency site, as well as current and planned activities of state emergency

services. Therefore, a representative of the local public emergency services may be invited to join the meeting to provide information about the events on the ground. The representative will be asked to leave the meeting before the discussion of the application begins.

Grant threshold:

The maximum grant amount is UAH 950,000 (£20,000) for applications submitted under the Rapid Response Mechanism, but the Competition Commission will have the authority to exceed this threshold up to UAH 1,900,000 (£40,000) in special cases. To do so, the organisation must provide a full explanation of why the increased funding is needed for its project along with the application. The maximum grant amount under the Rapid Response Mechanism does not correlate with the level of organizational development of organizations, except for organizations of the 1st level of organizational development, which do not have access to funding from the Fund.

6.4 Implementation of the regular response funding mechanism:

Application submission timeline:

Applications can be submitted within a 14-day period each month (the exact dates will be communicated to member organizations by the Fund's administrative team). The programme administration team will send monthly reminders to participating organisations of these dates. Proposals submitted by participating organisations during this period will be sent to the Selection Committee after the deadline. Proposals submitted outside the timeframe of this period will be included in the next available selection process.

Application selection process:

Within ten days after the end of the application submission period, the Evaluation Commission, consisting of 5 people, meets and decides on providing grants to organizations participants of the Fund. The decision to support projects is announced within 24 hours after the Commission meeting.

The program's administrative team will be present during the meeting to ensure a fair discussion and keep minutes.

Members of the Evaluation Commission:

The Evaluation Commission must have interregional representation. The administrative team must ensure that each Evaluation Commission does not include individuals who represent the organizations that submitted their grant applications.

Grant threshold:

The maximum amount of the grant per project can be up to 2,300,000 hryvnias (£50,000), depending on the institutional capacity of the applicant organization.

- **6.5** Applications for funding through both mechanisms are submitted through the official e-mail address of the National Network of Local Philanthropy Development: info@philanthropy.com.ua. Application templates are provided in Annex 4.
- **6.6** Consideration and evaluation of projects are carried out by the Commission according to the criteria listed in Annex 3.

- **6.7** The results of the Commission meeting are published in the communication channels of the participants of Ukraine Pooled Fund Program following the terms specified in the funding mechanisms.
- **6.8** Оскарження результатів. Учасники грантового конкурсу, яких не було обрано в якості переможців, чиї заявки не було схвалено, мають право оскаржити дії/бездіяльність, рішення членів Комісії електронним листом на офіційну пошту адміністративної програми Фонду: Disputing the results. Participants of the grant application who were not selected as winners, have the right to appeal the actions/inactions, decisions of the Commission members by e-mail to the official mail of the administrative team of the Program.
 - **6.8.1** The complaint shall be submitted by the participants in written electronic form through the official e-mail address of the National Network of Local Philanthropy Development: info@philanthropy.com.ua.
 - **6.8.2** The complaint must clearly state the list of committed violations by the Commission or things with which the applicant disagrees.
 - **6.8.3** Complaints are accepted exclusively within 3 working days, from the moment the participant receives a notification about the results of his application.
 - **6.8.4** Programme Participants may submit complaints regarding the activities of the Administrative Team in general by sending an email to info@philanthropy.com.ua. Submitted applications and complaints will be evaluated to determine whether further investigation is necessary. In all cases, they will be reviewed by members of the Supervisory Board.

6.9 Obtain financing

After the publication of the results of the Commission meeting, the grant agreement is signed. The grant agreement is given in Annex 3.

The document must be signed by the official representative of the participating organization and the official representative of the National Network of Local Philanthropy Development. An official representative is a natural person who has the right to sign according to the Charter.

Signing can be done through the exchange of paper copies or with the help of an electronic signature through the Vchasno service.

The date of signing the contract is considered the start of project implementation.

6.10 Transfer of funds

Funds are transferred within 24 hours after signing the grant agreement.

The participant of the program must submit a bank statement of the hryvnia account balance together with the application for financing following clause 5.5. It is mandatory to have a zero-account balance.

The participant of the program has the right to start spending his funds on the implementation of the program only after signing the agreement from both sides. After the funds are received, the program participant has the right to compensate their funds, but keep all supporting statements and documents for reporting.

6.11 Reporting

Reporting on the grant under the rapid response mechanism:

After notification of grant receipt, project implementation begins immediately and must be completed within 30 days. After the end of the project, the organization that received the grant has 15 days to submit a report.

Reporting on the grant under the regular response funding mechanism:

After notification of receiving the grant, project implementation begins immediately and must be completed within 90 days. After the end of the project, the organization that received the grant has 30 days to submit a report. [Regular response funding mechanism]

Reporting takes place in a clearly defined order, according to the provided in Annex 4 reporting forms. Any deviation from the specified reporting standards will require revision. The administrative team of the Program has the right to request additional documents and confirmations for the report.

Late reporting may be grounds for further exclusion from the Program.

After completing the reporting phase, participants are required to go through a process of providing feedback on the Program, which includes communication with the administrative team in regular meetings, which can be held offline or online.

6.12 Work with partners

Fund members may apply for any response mechanism jointly with a non-member partner.

Fund members are eligible to submit joint applications for funding with non-member partners. Such applications may relate to any of the response mechanisms offered under the program.

The Fund's members are the initiators and main coordinators of the projects, ensuring coordination between all participants and compliance with the program requirements.

The financial administration of joint projects is carried out only by the Fund's members, who are responsible for the receipt and implementation of funds.



07 | RIGHTS & OBLIGATIONS OF PROGRAM PARTICIPANTS

7.1 Rights of program participants:

- The right to receive financial support for the implementation of a project or program, if their application meets the grant criteria.
- The right to receive clear information about the conditions and obligations of the grant.
- The right of confidentiality of personal data and information provided in the application and during project implementation.
- The right of feedback and consultations with representatives of the grantor on issues related to project implementation.
- The right to access the necessary resources and infrastructure for the implementation of the project.
- The right to free exchange of ideas and experiences with other program participants.
- The right to be protected from any form of discrimination or unfair treatment.
- The right to publish the results of research or completed works provided that copyright is preserved and other conditions of the grant are observed.
- The right of transparency in the decision-making process regarding the allocation of grant funds.
- The right of recognition of achievements and contribution to the development of the community or science.
- The right to protection & support in case of problems or difficulties in project implementation.

7.2 Obligations of program participants:

- Compliance with the conditions and requirements established in the grant agreement.
- Submission of reports on the progress and results of project implementation by the established deadlines.
- Program participants must immediately report any changes in the project to the administrative team to inform and approve such changes.
- Effective and economical use of grant funds following planned goals and objectives.
- Compliance with ethical standards in research or project implementation.
- Ensuring openness and transparency in relations with the grantor & other program participants.
- Cooperation with other program participants and the grantor to achieve common goals.
- Ensuring high-quality and timely performance of all duties provided for in the grant.
- Compliance with all requirements for maintaining confidentiality & protecting personal data.
- Taking into account the needs and interests of the community in the process of project implementation.
- Accepting responsibility for the results of their work and solving any problems that occur during the implementation of the project.
- Program participants must notify the administrative team of the Program about incidents or comments related to violations of human rights and dignity; fraud; financing of terrorism; money laundering; bribery or corruption; data protection violations and information protection incidents; internal violations; or any other loss of funds or resources.

08 | COMMUNICATION RULES

8.1 Basic rules and principles of communication:

- **Listening:** active listening is a key aspect of effective communication. It is important to allow the interlocutor to express his/her thoughts and feelings without interruption and to listen to them carefully.
- **Clarity:** express your thoughts and ideas clearly and understandably, and avoid difficult or vague expressions to avoid misunderstandings.
- **Openness**: be open and honest in your communication. Share information openly and directly, and avoid hiding important facts.
- **Empathy:** try to understand the feelings and views of your interlocutors, and take into account their needs and experiences.
- **Respect:** respect your interlocutor and his/her opinion, avoiding offensive or hostile statements.
- **Nonverbal communication:** Pay attention to your facial expressions, gestures, tone of voice, and other nonverbal signals that can influence how your message is perceived.
- Active confirmation: Confirm understanding and acceptance of your interlocutor's message by asking questions, summarizing, or facial expressions.
- **Conflict resolution:** Resolve conflict situations calmly and constructively, looking for compromises and alternative ways of solving problems.
- **Responsibility for your words:** Be responsible for what you say. Keep your promises and commitments, and avoid nonsense and fiction.
- **Gratitude and recognition:** Express gratitude for the time and attention given to you in communication, and recognize the merits and achievements of interlocutors.
- **8.2** Informal communication, answers to clarifying questions, and exchange of useful information can be carried out in Telegram chat with participants
- **8.3** Official correspondence regarding submission, review-approval/rejection of applications, provision of project reporting, and approval of requests for changes to the project takes place via e-mail directly with the responsible persons of the administrative team of the Program.
- 8.4 Informal communication can take place at any time in the Telegram chat.
- 8.5 Official email correspondence takes place between 8:00 a.m. and 11:00 p.m.
- **8.6** The administrative team must reply to participants' e-mails within three hours after receiving such a letter, and in turn, program participants must also promptly respond to messages from members of the program's administrative team.

09 | PERSONAL DATA PROTECTION

9.1 The purpose of PD processing by the program administrative team is to ensure the full implementation of operational processes within the framework of the grant application , as well as the proper organization of labor relations, legal relations in the field of social security and personnel management, as well as administrative and legal relations, tax legal relations, legal relations in the field of accounting and military accounting, other legal relations related to the implementation of statutory (charitable) activities of the administrative team of the Program of CO National Network of Local Philanthropy Development. in accordance with the Labor Code of Ukraine, the Tax Code of Ukraine, the Law of Ukraine "On Accounting accounting and financial reporting in Ukraine" dated 16.07.1999 No. 996, the Law of Ukraine "On Employment of the Population" dated 07.05.2012 No. 5067 and other acts of the current legislation of Ukraine (hereinafter - "implementation of legal relations in accordance with the requirements of the current legislation of Ukraine").

Changing the purpose of personal data processing is carried out exclusively in compliance with the requirements of the Law of Ukraine No. 2297.

- **9.2** Members, and employees of the administrative team of the Program, who have access to the PD, are obliged to:
 - strictly adhere to this Regulations during the performance of professional, official, or labor duties within the organization of PD protection during and/or as a result of participation in the performance of tasks of the statutory activity of the grantor;
 - prevent the loss of personal data, its misuse, removal, distortion, unauthorized distribution, etc.;
 - do not disclose personal information that was entrusted to them or that became known in connection with the performance of professional, official, or labor duties (such an obligation remains in effect after they cease activities related to personal information, except for cases established by the Law of Ukraine No. 2297);

9.3 Members, and employees of the administrative team of the Program, who have access to the PD, are prohibited from:

- providing passwords used to obtain access to PD, the owner of which is the administrative team of the Program, to third parties, except for cases when the relevant decision was made by the Director of the CO National Network of Local Philanthropy Development;
- storing on technical means and/or devices that are owned and/or used by them, PD owned by the administrative team of the Program, longer than it is necessary to perform a separate operation and/or several interrelated operations on the processing of PD in within the limits of the performance of professional, official, labor and/or other duties;

- providing shared access to technical means and/or devices that are in their possession and used for processing PD, the owner of which is the grantor, to third parties, except for cases when the relevant decision is made by the Director of the CO National Network ofLocal Philanthropy Development;
- using technical means and/or devices, the software of which is outdated and does not meet modern standards of information and cybernetic security, during the processing of PDs, the owner of which is the administrative team of the Program;

9.4 Obligations of program participants who have access to PD:

- To ensure data security: grantees must take appropriate technical and organizational measures to protect personal data from unauthorized access, loss, or damage.
- To comply with data processing rules: grantees must comply with all internal and external rules for processing personal data, including personal data protection legislation.
- To notify data security breaches: grantees must immediately notify the grantor and other competent authorities of any personal data security breaches.
- To limit data processing: grantees must limit the processing of personal data only to specified, legitimate purposes and only to the necessary extent.
- To provide access to data: grantees must provide access to personal data to grantors or other competent parties as necessary.

9.5 Program participants, who have access to PD, are prohibited from:

- Collecting or using unlawfully the data: they must not collect or use personal data without the consent of the owner of that data or an appropriate legal basis.
- Providing access to data to third parties without consent: grantees must not transfer personal data to third parties without the appropriate consent of the owner of this data or appropriate legal grounds.
- Changing, destructing, or loss of data: they must avoid any action that may lead to the unlawful alteration, destruction, or loss of personal data that they have been given for processing.
- Using of data for a purpose that does not correspond to the goals of the grant or program: Grant recipients must use personal data only within the limits of the defined goals and scope specified in the grant agreement or program.
- Retenting the data longer than necessary to achieve the stated purposes: they must retain
 personal data only for the necessary period, after which the data must be securely deleted
 or anonymized.

10 | REGULATIONS ON ETHICS

- **10.1 Respect:** all partners and colleagues should be treated with respect and dignity. It is necessary to avoid discrimination on any grounds and to show care and attention to their needs and beliefs.
- **10.2** Honesty and responsibility: working with partners and colleagues should be based on honesty and responsibility. You must keep your promises, share information openly, and avoid any form of deception or manipulation.
- **10.3** Fairness and solidarity: in interaction with partners and colleagues, it is important to act with fairness in mind and to support vulnerable or needy groups. A fair approach and willingness to help those in need are key aspects of ethical work.
- **10.4 Openness and transparency:** all interactions with program participants, partners, and colleagues must be based on openness and transparency. It is important to openly share information, consider the opinions and views of others, and clearly define the goals and results of joint efforts.
- **10.5 Respect for confidentiality:** the confidentiality and privacy of information relating to partners and colleagues must be respected. Information must be handled and stored with appropriate care and protected against unauthorized access.
- **10.6 Professionalism:** work with partners and colleagues must be done with a high level of professionalism. This includes effective communication, accuracy in completing tasks, the ability to work in a team, and continuous self-improvement.
- **10.7** Interaction and collaboration: working with partners and colleagues involves interaction and collaboration. It is important to actively listen and understand the needs and views of others, find common solutions, and work towards achieving common goals.
- **10.8** Tact and empathy: in all interactions with partners and colleagues, it is important to show tact and empathy. It is necessary to be sensitive to the feelings and needs of other people, avoid misunderstandings and conflicts, and solve issues considering the interests of all parties.
- **10.9** Self-development and improvement: working with partners and colleagues involves constant self-development and improvement. It is important to learn from mistakes and improve your vision and actions.

11 | UNACCEPTABLE ACTIONS OF PARTICIPANTS

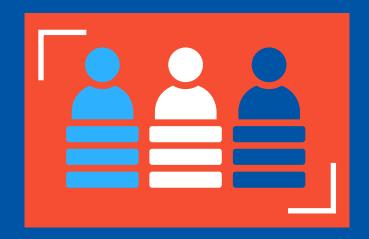
- **11.1 Using other people's personal data.** Any use of other people's materials without proper permission or proper identification of the source is considered plagiarism and leads to rejection of the application or cancellation of the grant.
- **11.2** Falsification of data. Any attempt to present inaccurate or distorted data in the application, report, or other grant application documents leads to the rejection of the application and may have legal consequences.
- **11.3** Collaboration or conflict of interest. Participants are prohibited from cooperating or conducting business in any way that may create a conflict of interest or affect the objectivity of their applications.
- **11.4 Money laundering and corrupt actions** committed by grant application participants are unacceptable and violate the law. The administrative team of the Program is not legally responsible for such actions of participants, as they have no control over or ability to influence the committing of such wrongful actions. The administrative team of the program takes appropriate measures to prevent corruption by establishing transparent and objective process procedures, but their responsibility is limited to their actions and decisions, within the limits established by law.
- **11.5** Illegal or improper use of the personal data of other persons is an unacceptable action of grant application participants. The administrative team of the Program bears no legal responsibility for such actions of participants, as it cannot control or influence the use of personal data by participants. Participants in the grant application must be responsible for their actions and use of data, and the program may establish appropriate rules and procedures to prevent violations in the field of personal data protection and ensure their appropriate use.
- **11.6** Unreliable information. Submission of false or unreliable information in the application or other grant application documents may lead to the rejection of the application and deprivation of the grant.
- **11.7** Other illegal actions. Any other actions contrary to the principles of honesty, good faith, and legality are also considered unacceptable and may have consequences according to applicable law.
- **11.8** Within the framework of the grant program, the use of funds by the participants for any purposes not provided for in the relevant agreement or documentation on providing the grant is inappropriate. Doing so violates the terms of the agreement and may result in legal consequences, including the possible denial of further funding, the demand for the return of unused funds, as well as the possible negative impact on the participant's reputation, and the possibility of legal prosecution.

11.9 Consequences of violations::

- **11.9.1** In case of detection of unacceptable actions of the grant application participants, the organizers have the right to reject their applications, cancel grants previously provided, or submit an irrevocable request for the return of grant funds following the established law.
- **11.9.2** Violation of this Regulations may also have legal consequences under applicable law.
- **11.9.3** The administrative team reserves the right to make an individual decision in each specific case of violation of the rules of the grant application .

12 GENDER EQUALITY & PREVENTION OF DISCRIMINATION

- **12.1** The administrative team of the Program is responsible for supporting and spreading the ideas of non-discrimination and gender equality, including during the organization of the grant application .
- **12.2** The administrative team and program participants must conscientiously approach the resolution of discrimination prevention issues during the work process, in communication with each other during the implementation of the grant application.
- **12.3** The administrative team and program participants must implement measures and/or procedures aimed at guaranteeing, detecting, dealing with, and preventing manifestations of discrimination, regardless of the signs and/or scope within which it occurs. Periodic review and/or improvement of internal documents dedicated to the regulation of the specified issues, among other things, is an indicator of the interest of the program administrative team and program participants in complying with the obligations specified in this clause.
- **12.4** Program participants must strictly adhere to the principles of gender equality and prevention of discrimination in all stages of work and communication with other participants, the population of local communities, and the administrative team of the Program.



13 | PREVENTION & COUNTERING OF TERRORISM

- **13.1** The administrative team of the Program avoids cooperation/interaction, and if it exists immediately terminates any cooperation/interaction with individuals and/or legal entities, in particular, but not exclusively by unilaterally terminating concluded contracts, from the moment of receiving reliable information from any sources, including from press releases and/or public briefings of law enforcement representatives in the field of combating terrorism, about:
 - notification of a natural person on suspicion of committing criminal offenses provided for in Chapter 1 "Crimes against the foundations of national security" of the Special Part of the Criminal Code of Ukraine and/or Art. 258, 2581-2585 of the Criminal Code of Ukraine in the manner prescribed by the criminal procedural legislation of Ukraine;
 - participation of a natural person in criminal proceedings regarding the commission of criminal offenses provided for by Chapter 1 "Crimes against the foundations of national security" of the Special Part of the Criminal Code of Ukraine and/or Art. 258, 2581-2585 of the Criminal Code of Ukraine, as an accused, defendant, convicted person;
 - planning, organization, preparation, and implementation of terrorist acts by an individual and/or legal entity;
 - incitement by an individual and/or legal entity to commit terrorist acts, violence against individuals or organizations, or destruction of material objects for terrorist purposes;
 - organization by a natural and/or legal entity of illegal armed formations, criminal groups (criminal organizations), or organized criminal groups to commit terrorist acts, as well as participation in such acts;
 - recruitment, arming, training, and use of terrorists by an individual and/or legal entity;
 - propaganda and dissemination of the ideology of terrorism by an individual and/or legal entity;
 - propaganda by an individual and/or legal entity of the Russian Nazi totalitarian regime, the armed aggression of the Russian Federation as a terrorist state against Ukraine;
 - completion of terrorism training by an individual;
 - crossing the state border of Ukraine by an individual with a terrorist purpose;
 - financing of terrorism and/or other facilitation of terrorism by an individual and/or legal entity.
- **13.2** The administrative team actively promotes bringing to legal responsibility individuals and/or legal entities involved in the implementation of terrorist activities in the manner and/or in the forms determined by the current legislation of Ukraine.
- **13.3** Program participants must strictly adhere to the principles of combating terrorism in all stages of work and communication with other participants, the population of local communities, and the administrative team of the Program.
- **13.4** As part of the Program, participants can receive training from experts on the principles of combating terrorism.
- **13.5** Participants of the program must carefully check the counterparties in the framework of cooperation with them to ensure the safety of this cooperation and avoid negative consequences.
- **13.6** If the Programme participants have any suspicions about other participants, partners or the administrative team in relation to terrorism, they can report it using the method described in Annex 5

14 | CONFLICT RESOLUTION

14.1 Conflict resolution:

- 14.1.1 In case of a conflict between the participants of the grant application or between the participants and the organizers, the parties are obliged to try to resolve it through a peaceful negotiation process.
- **14.1.2** If the conflict cannot be resolved through negotiations, either party has the right to apply to the appropriate authority for consideration of the conflict.

14.2 Appeal procedure:

- **14.2.1** Participants of the grant application have the right to address their conflicts and complaints to the administrative team of the Program.
- **14.2.2** The appeal must be submitted in writing and contain full information about the conflict, including details and circumstances.
- 14.2.3 The administrative team of the Program is obliged to consider the appeal within 48 hours and take appropriate measures to resolve the conflict.

15 REGULATIONS ON THE PROTECTION OF PROGRAM PARTICIPANTS FROM VIOLATIONS DURING THE IMPLEMENTATION OF THE GRANT APPLICATION

- **15.1** Programme Participants who believe that their rights and/or legitimate interests have been violated in the context of this Programme should immediately report the circumstances of these facts in accordance with the procedure set out in Annex 5. The Administrative Team is obliged to respond to all reports of this nature, consider them on their merits and provide a full, clear and meaningful response.
- **15.2** Any form of revenge against anyone who complained about or reported any violations of the Regulations of this Program, or participated in the investigation of such reports, is unacceptable under the current legislation of Ukraine and may lead to liability, including legal.
- **15.3** The program administration team may investigate the conduct of program participants who violate the guidelines and Regulations of this Program, even in the absence of notification from the affected individual and/or any other person with knowledge of such facts, and, if necessary, take enforcement action against measures of responsibility, as well as restoration of the violated rights of the affected persons.

- **15.4** You can notify the organization of any suspicion or concern regarding the commission and/ or preparation of violations of this Program by sending a letter to the Director of the organization in writing and/or in electronic form by one of the convenient methods listed below:
 - e-mail for feedback feedback@philanthropy.com.ua;
 - a physical letter to the office of the organization at the address Ukraine, 03150, Kyiv, Dilova Street, 14B;
- **15.5** A person who has suffered violations in this Program can also file a complaint outside the structural subdivisions within the framework of the grant application.

This can be done, in particular, by contacting:

- Human Rights Commissioner of the Verkhovna Rada of Ukraine: by submitting a written complaint (within one year after the alleged violation) (you can learn more about the procedure for filing a complaint following the link: https://ombudsman.gov.ua/ua/page/applicant/ Hotline of the Commissioner 0800-50-17-20
- (working hours: Mon. Thur.: 8.00 a.m. 5.00 p.m.; Fri.: 8.00 a.m. 3.45 p.m.).
- State Labor Service: consultation information on labor issues can be obtained by calling (044) 288 10 00.
- Centers providing free secondary legal assistance: free legal advice can be obtained by calling 0 800 213 103 (more detailed information can be found via the link: https://www.legalaid.gov.ua/).
- La Strada-Ukraine free national "hotline" for prevention of domestic violence, human trafficking, and gender discrimination: 116-123 (from mobile) and 0 800 500-335 (landline).
- In emergency cases, call the emergency services numbers: National Police of Ukraine 102; Emergency medical assistance, Ambulance - 103; Emergency assistance, emergency call/rescue service - 112.
- **15.6** Following the legislation of Ukraine, the affected person can go to the court according to the rules and procedures established by the current legislation of Ukraine.

MORE INFORMATION ON SECURITY AGAINST VIOLATIONS CAN BE FOUND UNDER THE RELEVANT POLICY . SEE ANNEX 1.



16 | PROGRAM EFFECTIVENESS ASSESSMENT

- **16.1** Assessment of the grant application program effectiveness is a key stage for ensuring its success and achieving the set goals. The following methods will be used to assess the effectiveness of the Program (combining approaches):
 - **Project results monitoring:** systematic monitoring and evaluation of the results of projects that have received grants is an important aspect of performance evaluation. This includes analysis of achievements, impact on the target audience, changes made to the problem area, etc.
 - Use of financial resources evaluation: analysis of the effectiveness of the use of financial resources provided by the grant program. This includes assessing the compliance of expenditures with planned budgets, evaluating the effectiveness of expenditures, and other financial aspects.
 - **Community impact assessment:** analysis of the impact of projects financed by the grant program on local communities or society as a whole. This may include assessing changes in quality of life, developing culture or education, creating new jobs, etc.
 - **Participants` feedback:** after completing the reporting phase, participants are required to go through a process of providing feedback on the Program, which includes communication with the administrative team in regular meetings that can be held offline or online.
 - **Performance indicators analysis:** identification of key performance indicators, such as the number of applications submitted, the number of grants awarded, the number of completed projects, etc., and their comparison with previous periods or with the set goals.
 - Innovativeness evaluation: analysis of the degree of innovation and creativity of the projects that received grants and their potential for the development of new ideas, technologies, or practices.
 - Internal audit and evaluation of processes: evaluation of the effectiveness of the internal processes of the organization of the grant application, including evaluation of the process of application submission, evaluation of projects, decision-making, and provision of support during the implementation of projects.

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ANNEX 1

LINKS TO OFFICIAL MATERIALS & POLICIES USED IN THE PROCESS OF THE PROGRAM DEVELOPMENT

- Charter of the CO National Network of Local Philanthropy Development Статут БО "Національна мережа розвитку локальної філантропії"
- Stakeholder security & protection policy Політика про убезпечення від порушень
- Grant Regulations Положення про грантування
- Network Membership Agreement
 <u>Network Membership Agreement</u>
- SCUK grant Agreement
 <u>SCUK Grant Agreement</u>
- Policy of receiving and using charitable assistance Політика отримання та використання благодійної допомоги



ANNEX 2

GRANT AGREEMENT

GRANT AGREEMENT № _____

Kyiv "__"____ 2024

Charitable Organization National Network of Local Philanthropy Development, in the person of the director Daria Rybalchenko, acting based on the Charter, (hereinafter - the Provider) and _______, in the person of _______, acting based on ______, acting based on ______, (hereinafter - the Recipient), (hereinafter referred to as the "Parties", and each individually as a "Party") have entered into this Agreement regarding the following:

1. SUBJECT OF THE AGREEMENT

_____) which is transferred in the national currency (Ukrainian hryvnia) for the implementation of its own Project, approved by the Provider (hereinafter - the Project).

1.2. The Recipient implements the Project following the submitted and approved Project Proposal (Annex 1), the Calendar plan for the implementation of works on the Project (Annex 2); the Project Budget (Annex 3); and prepares reports following the Narrative Report form (Annex 4); forms of the Financial Report (Annex 5). All attachments are an integral part of this Agreement.

1.3. Project implementation period: from "__" ____ 2024 to "__" ____ 2024 included.

1.4. The parties agreed that the transfer of grant funds to the Recipient is confirmation that the Provider has fulfilled its part of the obligations under this Agreement.

2. USE OF GRANT FUNDS

2.1. The Recipient undertakes and is responsible for the use of the funds from this grant exclusively to achieve the goals specified in the Project Proposal (Annex 1), following the terms and activities specified in the Calendar Plan (Annex 2), and following of the approved Project Budget (Annex 3).

2.2. The expenses of this activity can be recognized only as expenses that were incurred during the period of implementation of the grant following the provisions of this Agreement.

2.3. The Recipient undertakes not to allow the use of grant funds provided under this Agreement for any purpose other than that specified in the Agreement.

2.4. In the case of the use of grant funds not for their intended purpose, the Recipient bears the responsibility provided for in this Agreement and the current legislation of Ukraine.

2.5. The Recipient is responsible for paying any tax, financial, or other obligations that are provided for by the current legislation of Ukraine and may arise in connection with the execution of this Agreement.

3. RIGHTS AND OBLIGATIONS OF PARTIES

3.1. The Provider has rights to:

3.1.1. Control the Recipient's fulfillment of the conditions outlined in this Agreement and its Annexes (if any).

3.1.2. Conduct monitoring checks of the Recipient regarding the intended use of grant funds for the implementation of the approved Project.

3.1.3. Visit the Recipient, schedule online and/or offline meetings to discuss the progress and results

of the Project implementation, including attending events organized within the framework of the Project, and monitor the implementation of the Project remotely (using agreed means of communication).

3.1.4. Require from Recipient to submit a report on the implementation of the Project following the requirements stipulated by this Agreement, its annexes, and/or stipulated by the current legislation of Ukraine.

3.1.5. Return for revision reports that do not meet the requirements outlined in this Agreement and in its Annexes.

3.1.6. Not to accept from the Recipient and not to approve reports that do not meet the requirements of this Agreement or are submitted in violation of the deadlines for their submission.

3.1.7. Demand the return of grant funds (funds received for the implementation of the Project), if they were used by the Recipient for purposes other than those specified in this Agreement and its Annexes, or on the condition that the Recipient's implementation of the Project was deemed unsatisfactory by the Provider. The procedure for returning such Aid funds is agreed upon by the Parties in writing. The Provider's decision on all these issues will be final and binding on the Recipient.

3.1.8. Use and distribute information about its participation in assisting the Recipient in the implementation of the goals defined in this Agreement and in the implementation of the Project based on the data, photo, and video materials provided in the reports by the Recipient without obtaining any other additional consent, as well as, by agreement of the Parties to use other photo and video materials that were made within the framework of the Project.

3.1.9. Use other rights that logically follow from the terms of this Agreement and the current legislation of Ukraine.

3.2. The Provider is obliged to:

3.2.1. Transfer the approved amount of grant funds for the implementation of the Project to the current account of the Recipient in one step after the Parties have completed all the necessary documents. The terms and conditions of transfer of assistance funds are determined by this Agreement.

3.2.2. Provide the Recipient with information on the transfer of grant funds to his current account within two banking days from the date of such transfer, verbally or in writing.

3.2.3. Provide the Recipient with the necessary reporting forms on the use of grant assistance.

3.2.4. Provide the Recipient with consultations on filling out reporting forms and drawing up reports on the use of the grant.

3.2.5. Check the reports on the use of the grant within 15 days from the date of their receipt from the Recipient and notify about their decision regarding their adoption or the need for its revision.

3.2.6. To provide the Recipient with methodical and consulting assistance related to the intended use of the grant.

3.2.7. Perform other duties that logically follow from the terms of this Agreement and the current legislation of Ukraine.

3.2.8. Consider written requests to make any changes to the approved documents: the project proposal, the calendar plan of the project work, and the Recipient's budget, as well as notify in writing its decision within 5 calendar days from the day of the request receipt.

3.2.9. Notify the Recipient in writing about the need to extend the storage period of accounting, financial, and other reporting documentation, indicating such a period.

3.2.10. Provide the Recipient with the logo(s) in electronic form for further placement in all project-related publications in any sources.

3.3. The Recipient has rights to:

3.3.1. Receive methodical and consulting assistance in filling out reporting forms, as well as in matters of the intended use of the grant.

3.3.2. Return to the Provider's account the unused amount of grant funds received from the Provider for the implementation of the Project before the expiration of this Agreement, having previously justified in writing the reason for the return of the funds and agreed with the Provider on the procedure for their return.

3.3.3. Manage the received grant following the terms of this Agreement and the goals of the Project.

3.3.4. Use other rights that logically follow from the terms of this Agreement and the current legislation of Ukraine.

3.4. The Recipient is obliged to:

3.4.1. Notify the Provider in writing within two banking days about the receipt of grant funds (the

Provider's funds for the implementation of the Project);

3.4.2. Notify the Provider in writing about changes in the legal (actual) address and/or bank details within three calendar days from the date of such changes (with the provision of up-to-date information);

3.4.3. Use grant funds exclusively within the framework of the agreed plan and for the purposes specified in this Agreement, following the approved budget of the Project and the current legislation of Ukraine;

3.4.4. Redistribute if necessary grant funds according to individual articles of the approved/amended budget, but not more than 20% (twenty) of the total amount of the grant specified in point 1.1. Agreement.

If the redistribution needs to be carried out by more than 21% (twenty-one), the Recipient first submits a written request to the Provider in the name of the director of the Public Organization National Network of Local Philanthropy Development to make changes to the approved Budget within the approved total amount of grant funds three calendar days before the day of the planned introduction of such changes with justification of the necessity and a request for introduction of such changes. In the same request, the Recipient must provide the approved (valid) budget and the updated budget (indicating the proposed changes) of the project. Only after approval of changes to the budget articles, the Recipient has the right to implement such a changed budget. Redistribution of funds for wages is not possible.

3.4.5. Keep accounting records of the grant funds following the current legislation of Ukraine and keep financial documentation and other information related to the Project for at least seven (7) years after the expiration of this Agreement. If necessary, the Provider notifies the Recipient in writing of the extension of the storage period for accounting, financial, and other reporting documentation, indicating such a period.

The originals of all primary documents (acts of services rendered/work performed; invoices; goods delivery notes, etc.) must include the information that "payment is made following the grant agreement N°_____ from "__" ____ 2024."

3.4.7. Provide the Provider with the report form copies of all primary documents confirming the expenditure of funds provided by the Provider for the implementation of the Project.

3.4.8. Provide the Provider with access to materials and financial reporting on activities, and provide the opportunity to communicate with the Project implementors during the term of this Agreement and for seven (7) years after the completion of the Project to conduct an inspection, financial audit, evaluation of the Project, etc.

3.4.9. If necessary, in writing, no later than 10 working days before the expiration date of the Grant Agreement, agree with the Provider on changes in the terms of implementation of this Agreement. Such changes are possible if the request for them is submitted during the term of this Agreement and only after receiving written permission from the Provider to make changes. Carrying out any actions and financial transactions within the amended term of this Agreement is possible only after the amendment procedure is completed and the additional agreement is signed.

3.4.10. Agree and stipulate in writing with the Provider in advance the procedure for returning unused grant funds (funds received from the Provider for the implementation of the Project) in the event of a situation where the Recipient, for any reason, intends to return the unused amount of the grant to the Provider's account before the end of the term actions of this Agreement.

3.4.11. In case of circumstances that make it impossible to use the grant for its intended purpose, the Recipient may submit to the Provider for consideration a proposal to change the budget and/or the assignment of the grant. In such a case, carrying out any actions and financial transactions within the scope of the changed terms of use of the grant is possible only after approval of such changes by the Provider.

If the Recipient's proposal is rejected by the Provider, the Recipient must return the granted grant. 3.4.13. The Recipient is independently responsible for his obligations regarding the payment of taxes and other mandatory payments related to the implementation and termination of this Agreement.

3.4.14. Systematically, but at least 2 times a month, inform the Provider about the dissemination of information about the progress and results of the Project, which is being implemented with the funds of this grant (in local, regional, and national media, in social networks, during public events, etc.). Disseminated information concerning the resources on which it was disseminated must be attached to the grant report (if available).

3.4.15. If people are depicted on the photo and video materials produced as part of the Project, the Recipient must obtain written consent from them for photo and/or video shooting and use of the materials. This clause does not apply to photos or videos taken in public places, where random citizens can only be identified hypothetically, as well as to public figures performing public activities.

3.4.16. Limit access and use of personal data except for cases that are necessary exclusively for the implementation of this Agreement and take all appropriate technical and organizational security measures necessary to maintain confidentiality and limit access to this data.

3.4.17. Provide statements from the bank account designated by the Recipient for receiving the grant, with a zero balance at the time of the start of the Project implementation and at the time of the end of the Project implementation.

3.4.18. Submit a report on this grant following Clause 5.3 of this Agreement.

3.4.19. Place the logos sent by the Provider in all its publications related to the Project, in any sources. 3.4.20. Perform other duties that logically follow from the terms of this Agreement and the current legislation of Ukraine.

4. LIMITATIONS ON ACTIVITIES WITHIN THE FRAMEWORK OF THE ASSISTANCE RECEIVED

4.1 It is prohibited to use grant funds provided by the Provider for the implementation of this Agreement for the following purposes:

a) the grant funds cannot be used to pay direct taxes that are not related to the implementation of the grant and/or the Recipient's debt for the payment of its financial obligations that are not related to the implementation of this Agreement.

b) conducting political propaganda and illegal and terrorist activities.

c) influence on the results of elections to state authorities or local self-government, including campaigns during the preparation for the elections and during the elections themselves.

d) conducting any activity that is not determined by the goals of the Agreement and not agreed in writing by the Provider.

e) creation of funds for collecting donations.

f) purchase of any vehicles or real estate for personal use, or for persons who are related to employees of the Recipient.

g) procurement of goods for military purposes, in particular weapons, ammunition, military and special equipment, special component products for their production, explosives, as well as materials and equipment specially intended for the development, production, or use of these products and any other military goods use following the Law of Ukraine "On State Control of International Transfers of Military and Dual-Use Goods".

5. REPORTING ON ACTIVITIES WITHIN THE LIMITS OF THE ASSISTANCE RECEIVED

5.1. For proper and timely control over the implementation of the Project, the Recipient submits a report to the Provider following the Narrative Report form (Annex 4); and forms of the Financial Report (Annex 5).

5.2. Copies of primary documents must be attached to the original financial report, including, but not limited to, bank statements with the flow of funds on the account for the reporting period and copies of primary documentation for each item of the budget.

5.3. The Recipient submits a report on this grant within ____ days after the expiration of this Agreement in electronic form to the Provider's email address for preliminary approval.

After approval by the Provider, the report with all attachments should be sent in paper form by Nova Poshta on the terms and to the address previously provided by the Provider, but no later than 7 days after approval of the electronic version of the report by the Provider.

5.4. The provided primary documents must confirm the fact of receipt of services/goods (contracts, invoices, acts of performed works/services rendered, invoices, documents regarding procurement procedures, etc.) and their use during the implementation of the Project. All payments must be confirmed by payment orders, payment receipts, and a bank statement certified by the bank's seal and be made exclusively by non-cash settlement.

5.5. If the Recipient has not sent a report on activities within the scope of the Project, on time, or such a report does not meet the requirements for reporting on activities within the scope of the Project (in particular, it does not contain copies of all the necessary primary documents confirming the expenses and the intended use of the grant), the Provider reserves the right to send an appropriate notification to the tax inspectorate at the Recipient's place of registration and to resolve all issues of his responsibility under this Grant Agreement in court.

5.6. The parties have agreed that in the case of the purchase of goods, works and services at the expense of the grant, the Recipient will use its approved procurement policies and procedures if they do not conflict with the conditions specified in this contract (if any). If the Recipient does not have the abovementioned documents, the latter is obliged to comply with the procurement policies and procedures of the Provider. In any case, the Recipient is obliged to provide the report to the Provider with all documents confirming the procurement procedure and its results.

5.7. The Recipient is solely responsible for the insurance, loss, theft, or damage of any or all tangible assets purchased with grant funds, and must immediately notify the Provider of such loss, theft, or damage. In the event of the occurrence of any of the situations listed above, the Party may turn to the other Party with a proposal to conduct negotiations regarding the situation that has arisen.

6. RESPONSIBILITY OF THE PARTIES

6.1. If the Recipient violates the provisions regarding the intended use of the grant, he shall bear financial responsibility in the form of payment of compensation for the full amount of the grant and other costs incurred to ensure the fulfillment of the terms of this Agreement to the account of the Provider.

6.2. The guilty Party shall be liable for non-fulfillment or improper fulfillment of the terms of this Agreement following the current legislation of Ukraine.

6.3. The Parties are not responsible for the violation of their obligations under this Agreement if it occurred through no fault of theirs. The Party is considered not guilty if it proves that it has taken all measures dependent on it for the proper fulfillment of the obligation.

6.4. The Provider is not responsible for the untimely transfer of grant funds in case the Recipient provides incorrect or incomplete information about the bank account details.

6.5. The Recipient is responsible for paying all taxes, duties, fees, and payments charged to the latter in connection with the performance of this Agreement.

6.6. The Parties undertake to refrain from disseminating information or any other actions aimed at harming the business reputation of the other Party, taking into account the conditions of the Project implementation.6.7. Each of the Parties has the right to unilaterally terminate the operation of this Agreement in the event of non-fulfillment/improper fulfillment by the other Party of the provisions of this Agreement. In case of early termination of this Agreement, the Provider reserves the right to demand full or partial return of the grant funds, and the Recipient is obliged to return it.

7. FORCE MAJEURE CIRCUMSTANCES

7.1. If, because of force majeure, any Party is unable to partially or fully fulfill its obligations under this Agreement, such Party shall not be deemed to be in breach or fail to fulfill its obligations during the entire period of such circumstances, subject to the conditions specified in clause 7.3. of this Agreement. 7.2. For this Agreement, the term "force majeure" shall mean emergency, special or martial law, natural disasters, acts, earthquake, fire, storm, volcanic eruption, storm of extraordinary force, floods, washouts, droughts, civil disturbances, explosions, strikes, accidents of engineering communications, failures of telecommunication systems, other similar unforeseen and such that cannot be eliminated at the will of the parties, events that will occur after the date of conclusion of this contract and which will significantly and urgently damage the ability of the Parties to fulfill their obligations under this contract, if they are caused beyond the will of the Parties.

7.3. The parties are released from fulfilling their obligations for the duration of the specified circumstances. If the effect of the specified circumstances lasts for more than 30 days, each of the Parties has the right to terminate the Agreement unilaterally, provided that the Party notifies the other Party of this in writing, no later than 7 days before the date of termination of the Agreement.

7.4. In case of non-compliance with the terms of this Agreement, the guilty Party, which did not notify the other of the occurrence of force majeure circumstances, loses the opportunity to refer to such circumstances as a basis for exemption from liability.

8. SANCTIONS

8.1. The Parties shall comply with the sanctions outlined in this section and shall implement and maintain systems, controls, policies, and procedures designed to prevent violations of the sanctions.

8.2. The Parties shall not and guarantee that none of their personnel is a Sanctioned Person, and no Sanctioned Person shall have any direct or indirect interest of any nature in the Parties, their personnel, or any of its partners, or the program partners, their staff or any of their partners.

8.3 For these clauses 9.1 to 9.3, the following terms shall have the following meanings:

"Applicable Law" means any regulatory act affecting the provision or receipt (as the case may be) of the Services or otherwise applicable to a Party, including regulatory requirements;

"Sanctions" means any trade, economic, industry, or financial sanctions, laws, regulations, embargoes, or restrictive measures imposed or enforced (from time to time) by:

(i) the United Kingdom Government;

(ii) the United Nations;

(iii) the government of the United States of America;

(iv) the European Union (including its member states); or

(v) by the relevant government, judicial or regulatory bodies, agencies, departments, and authorities of any of the above, including (without limitation) Her Majesty's Treasury and the United Kingdom's Office for Financial Sanctions (OFSI), the United Nations Security Council, the USA Office of Foreign Assets Control (OFAC), the United States Department of Commerce and any other authority (collectively, the "Sanctions Authorities").

"Person with sanctions restrictions" means a person who:

(i) is listed, owned, or controlled (within the meaning and scope of the applicable sanctions) by a person included in any of the lists, or acting on behalf of or at the direction of a person included in any of the designated sanctions target lists, which are stored by the sanctioning body, in each case with changes, additions;

(ii) resident, incorporated, located, registered under the laws of a country, region, own or (directly or indirectly) controlled or acting on behalf of a person who resides, resided, located or registered under the laws of a country, region or territory that is the object of national, regional or territorial sanctions; or

(iii) otherwise determined by the Sanctions Authority to be subject to sanctions.

8.4. Each Party agrees that it will not knowingly provide a grant, directly or indirectly, to finance any activity related to or for the benefit of any Restricted Party, or in any manner that could reasonably be expected to result in a breach by any Party of any sanctions.

9. RETURN OF THE GRANT

9.1 If any part of the grant remains unspent by the Recipient after acceptance of the report, the Recipient shall return such unspent funds to the Provider, unless otherwise agreed by the Parties in writing.

9.2 The Provider may, by the decision of the authorized body, withhold or require the Recipient to return part or all of the grant funds that were not properly spent or irrevocably transferred to the Recipient, by sending the latter a notice in 7 days, if:

9.2.1 The Recipient, according to the decision of the authorized body, has not made reasonable progress in the implementation of the Project;

9.2.2 The Recipient, according to the decision of the authorized body, executes the Project carelessly or without due attention to safety measures;

9.2.3 The Recipient does not comply with all essential aspects of this Agreement, in particular, if the grant was not used for the purposes set out in it, or the Recipient significantly violates the terms of the Project;

9.2.4 One of the Parties ceases its activity for any reason, or any public authority or court of any jurisdiction decides on its liquidation or dissolution (except for purposes of good faith and solvency), reorganization or merger;

9.2.5 One of the Parties becomes insolvent, or is declared bankrupt, or is subject to receivership, administration, or liquidation proceedings, or has been petitioned for its liquidation, or enters into any agreement or arrangement for the benefit of its creditors, or it is unable to pay its debts when due, or it is subject to any equivalent action in any jurisdiction to which it is subject;

9.2.6 If the Provider reasonably believes that the project implemented by the Recipient poses an unacceptable threat to the safety of personnel, contractors, or other persons associated with the Provider;

10. GUARANTEES AND OBLIGATIONS

10.1. The Recipient guarantees, undertakes, and agrees through a legal agreement that:

10.1.1 There have been no material changes in the Recipient's position or ability to perform the Project after the Provider has conducted due diligence and agrees to promptly inform the Provider of any such material changes;

10.1.2 The Recipient is aware of and will comply with its obligations under applicable counterterrorism financing legislation and will take reasonable and proportionate measures to ensure that it does not employ persons or transfer funds provided under this Agreement and other agreements between Parties (if any) to organizations or individuals associated with terrorism. 10.2 In respect of any serious incident arising in the context of the Project (including but not limited to those relating to security incidents or problems, fraud, terrorist financing, money laundering, bribery or corruption, or any other loss of funds or resources), the Recipient shall notify the Provider as soon as possible upon learning of such incident.

10.3. The Recipient undertakes to provide the necessary information to the Provider in the specified form and at the stipulated time, which is reasonably required by the latter so that the Provider can fulfill its obligations.

11. AUDIT

11.1. The Provider may appoint independent auditors to check, review, and audit accounting books and other financial records related to this Agreement and the implementation of the Project.

11.2. The Parties are responsible for ensuring readiness to cooperate in conducting the audit, as well as providing the necessary support for conducting the audit.

11.3. The Recipient is fully responsible for providing proper documentation to the auditor.

11.4. The Recipient agrees to reimburse the Provider for the amount of any expenses recognized by independent auditors or donors as non-targeted and not following the provisions of this Agreement or other documents concluded between the Parties.

11.5. The Recipient agrees to provide the Provider upon request with copies of its annual financial statements, including those audited following the terms of this Agreement.

11.6. For the Recipient, the provisions of this Agreement regarding the management, storage, and provision of reports to the Provider shall remain in effect after the termination of this Agreement.

11.7. The Recipient allows the Provider to conduct, at its own expense (whenever the Provider deems it necessary, in its reasonable opinion), an internal audit of the Recipient and will cooperate with it.

With this aim, the Recipient will provide all necessary information regarding administrative and accounting activities, including information on staff availability. If the Provider, in its reasonable opinion, determines that the Recipient is materially uncooperative for the audit, such failure will be considered a breach of this Agreement, which may result in its termination and a claim for the return of the grant in full.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Neither Party has the right to use the name, brand, or logo of the other Party as a result of the conclusion of this Agreement without the appropriate oral and/or written consent of the other Party for the use of mentioned data.

12.2 Neither Party shall do or cause to be done anything that may: (i) harm, jeopardize or otherwise damage the goodwill or reputation of the other party; (ii) adversely affect the reputation, name, or image of another party; or (iii) disparage or otherwise disparage another party anywhere in the world.

12.3 The Parties guarantee that any agreement or contract does not transfer any ownership rights to intellectual property rights and/or copyrights of either Party owned, licensed or otherwise controlled by either Party.

12.4 Each Party shall immediately provide written notice to the other Party of any actual, threatened, or suspected infringement of any part of the brand, logo, and related trademarks, as well as any information, know-how or copyright, intellectual property rights properties that arise or are created using the Grant, about which he became aware.

13. DATA PROTECTION

13.1 If the Parties exchange or otherwise process Protected Data for the performance of this Agreement, the following provisions shall apply.

13.2 The parties acknowledge that for data protection legislation, they are the owners of the database of personal data provided or otherwise processed for the performance of this Agreement.

The owner of the personal database is a person who is granted the right to process this data by law or with the consent of the subject of personal data, who approves the purpose of processing personal data in this database, establishes the composition of this data and the procedures for their processing unless otherwise determined by the legislation of Ukraine.

13.3 The Parties guarantee that their activities for the processing of protected data, which are carried out in fulfillment of this Agreement, comply with their obligations according to the current legislation on the

protection of personal data.

13.4 Neither Party may intentionally, recklessly, or negligently take any action or fail to take any action that could cause the other Party to breach its obligations under applicable data protection laws.

13.5 Before disclosing Protected Data, the Provider following this Agreement:

13.5.1 Identifies and reasonably relies on lawful grounds under applicable data protection law for such disclosure;

13.5.2 Notifies relevant data subjects of a privacy breach (under applicable data protection legislation, if required), explaining the reasons for the disclosure.

13.6 If a data subject who has rights to the Protected Data makes a request to the Party related to the Protected Data that is transferred or processed for the performance of this Agreement, or files a complaint regarding such Protected Data (hereinafter referred to as the Receiving Party), then any such request or complaint will be handled by the Receiving Party.

13.7 If the Receiving Party reasonably requires the assistance of another party to respond to such request or complaint and/or investigate and/or comply with such request or complaint, then:

13.7.1 The Receiving Party must notify the other Party (as applicable);

13.7.2 The Parties shall cooperate in good faith if it is reasonably necessary to ensure that such request or complaint is adequately responded to and/or fulfilled within the period provided for by data protection law or, if no such period is provided for by data protection law, within a reasonable period.

13.8 If any of the Parties becomes aware that the Protected Data processed by it or on its behalf for the performance of this Agreement is the subject of a personal data breach (actual, suspected, or threatened), which, in its opinion, may reasonably affect to the other Party's compliance with data protection legislation or protected data processing practices, the Party that has become aware of a personal data breach must, without undue delay and as soon as possible after becoming aware of such a breach, notify the other party in writing of the personal data breach.

If a Party has been notified of a personal data breach according to this clause, the Parties shall work together to mitigate any risks to data subjects, notify data protection authorities or other regulatory authorities (where appropriate), the affected subjects' data (where possible) and reduce the likelihood of causing reputational damage to each other.

14. RESPONSIBILITY OF THE PARTIES

14.1. The Parties are responsible for activities within the framework of this Agreement within the limits of their obligations and in the manner provided by the legislation of Ukraine.

14.2. All disputed issues that arise between the Parties shall be resolved through negotiations considering the rights and interests of the Parties on a mutually beneficial and equal basis.

14.3 If disputes and misunderstandings specified in Clause 14.1 of this Agreement cannot be settled, they shall be resolved by a court, following the current legislation of Ukraine.

14.4. The Provider is not responsible for the untimely transfer of grant funds in case the Recipient provides incorrect, incomplete, or untimely information about the bank account details.

15. DURATION AND PROCEDURE FOR TERMINATION OF THE AGREEMENT

15.1. This Agreement enters into force from "__" ____ 2024 and is valid until "__" ____ 2024, but in any case, until the Parties fully fulfill their obligations properly.

15.2. This Agreement may be terminated:

15.2.1. Unilaterally in advance, provided that the other Party is notified in writing no later than 10 (ten) working days before the desired date of termination of the Agreement. In this case, the grant shall be returned to the Provider within 10 (ten) calendar days from the date of receipt of such written notification. In particular, the Agreement may be terminated by the Provider in the event of any of the following reasons:

- impossibility for the Provider to start or continue the payment of funds to the Project as a result of external circumstances independent of the Provider, including, but not limited to, actions related to termination or suspension of funding of the Project by the donor organization, as well as actions of state bodies and local self-government bodies, if this will deprive the Provider of the opportunity to fulfill its obligations under this Agreement;

- the Recipient does not submit reports and other necessary documents, or does not fulfill other obligations

based on this Agreement;

- the Recipient does not agree with the changes to this Agreement proposed by the Provider;

- the Recipient's refusal of unhindered access to information, documents, premises, etc., which is provided for by the terms of this Agreement;

- non-fulfillment of the recommendations given as a result of the monitoring visit, audit, etc., within the time limit specified by the Provider or a person authorized by the donor organization;

15.2.2. By agreement of the Parties, subject to prior approval by the Parties of the fact of termination of the Agreement, on which a corresponding Additional Agreement is concluded. In this case, the balance of the grant shall be returned to the Provider within 10 (ten) calendar days from the date of signing the Additional Agreement.

16. OTHER TERMS AND CONDITIONS

16.1. Any information received by the Parties during the fulfillment of the terms of this Agreement is confidential and may not be transferred in any way to any third party without the written permission of the other Party. If one of the Parties, because of its actions, has violated the obligations regarding the confidentiality of information, it is obliged to compensate the other Party in full for the damages caused by such illegal actions.

16.2. The Recipient confirms that he has been informed of the rights of the subjects of personal data defined by the Law of Ukraine "On the Protection of Personal Data", the purpose of collection, and the persons to whom such data is transferred; he consents to the processing of his personal data and their inclusion in the relevant personal databases.

16.3. All annexes, changes, and additions to this Agreement are valid only if they are signed by authorized representatives of the Parties.

16.4. This Agreement is concluded in two copies, which have the same legal force, in Ukrainian language, one copy for each of the Parties.

16.5. All legal relations that arise in connection with the fulfillment of the terms of this Agreement and are not regulated by it, are regulated following the current legislation of Ukraine.

17. DETAILS AND LEGAL ADDRESSES OF THE PARTIES

THE PROVIDER THE RECIPIENT Charitable Organization National Network of Local Philanthropy Development EDRPOU code 39401983 Address: 03150, Kyiv, Dilova St., building 14B, office 102 IBAN UA39305299000026006021709644 In JSC CB "Privatbank MFO 305299

«__» ____ 2024

Director

_____ Daria Rybalchenko

ANNEX 3

CRITERIAS FOR APPLICATION SELECTION

Before the evaluation committee begins its work, the administrative team conducts a preliminary check of the application's compliance with the basic conditions of the grant. The application must meet the following requirements:

The application must contain all mandatory elements (narrative part, timeline and budget)

The project must meet the goals and activities of the program, including support for humanitarian initiatives / infrastructure rehabilitation / social and economic recovery / integration of internally displaced persons, and/ or other.

The project should not contain goals and activities that are prohibited by the program. If an application does not meet at least one of these criteria, it will not be allowed to proceed to further evaluation and will be rejected. In such a case, the applicant will receive a notification with a justification of the reason for rejection.

If a member organization of the Ukraine Pooled Fund is willing to apply for a grant call, a member of the evaluation panel representing this organization (a member of the executive team/board/supervisory board, or has any other ties with the organization that may cause a conflict of interest) is obliged not to join the evaluation panel of this grant call.

In order to avoid a conflict of interest, an applicant organization may not apply for a grant call if a representative of this organization is an approved member of the evaluation committee for this grant call.

[for the rapid response mechanism]

Relevance (Weight: 35%)

The relevance of the project is a key indicator of how well the project meets the current needs of the community/people it aims to help.

To what extent will the project be an immediate response to the most pressing needs of the affected people?

Whether the project takes into account the most pressing needs of vulnerable groups (women, children, people with disabilities).

Scoring:

- 5 The project fully addresses the priority needs.
- 4 The project addresses most of the priority needs.
- 3 The project meets some of the needs, but has weaknesses.
- 2 The project partially addresses, but does not take into account important aspects.
- 1 The project barely meets the needs.
- 0 The project does not meet the needs at all.

Cost-effectiveness (Weight: 25%)

The project must demonstrate the efficient use of funding, taking into account local conditions.

The extent to which the planned costs are appropriate for the planned activities.

The extent to which the planned procurement of goods and services is in line with local conditions and market prices.

Rating:

- 5 The budget is fully justified, appropriate to the activities and local context.
- 4 The budget is well justified, but there are minor shortcomings.
- 3 The budget is generally sound, but needs significant refinement.
- 2 The budget is partially justified.
- 1 The budget is significantly overstated or does not correspond to the activities.
- 0 The budget is not justified.

3. Effectiveness (Weight: 40%)

This criterion evaluates the project's ability to achieve the declared results within the set timeframe.

Can the activities be implemented and completed within the declared time?

How well the project is integrated into the local humanitarian response system.

The organizational capacity and knowledge of the organization and its partners to implement the project.

Rating:

- 5 Activities are clearly planned, the organization has all the necessary resources and partnerships.
- 4 The project is able to achieve most of the declared results.
- 3 The project is able to achieve some results, but needs to be improved.
- 2 Risks of non-compliance are high.
- 1 The project has significant shortcomings in planning.
- 0 The project is not able to achieve the declared goals.

[for the regular response mechanism].

1. Relevance (Weight: 30%)

The relevance of the project is a key indicator of how well the project meets the current needs of the communities it aims to help.

How well is the context and needs of the community where the project is planned to be implemented explained?

The extent to which the problem that the project solves or partially solves is relevant and urgent Whether the project addresses the most pressing needs of vulnerable groups (women, children, people with disabilities) Scoring:

- 5 The project fully addresses the priority needs and explains them.
- 4 The project addresses most of the priority needs and explains them.

- 3 The project addresses some needs but has weaknesses.
- 2 The project partially addresses, but does not take into account important aspects.
- 1 The project hardly meets the needs.
- 0 The project does not meet the needs at all.

Cost-effectiveness (Weight: 20%)

The project must demonstrate the efficient use of funding, taking into account local conditions.

The extent to which the planned costs are appropriate for the planned activities.

The extent to which the planned procurement of goods and services is in line with local conditions and market prices.

Whether the project's operating and core costs are properly balanced.

Rating:

5 - The budget is fully justified, appropriate to the activities and local context.

- 4 The budget is well justified, but there are minor shortcomings.
- 3 The budget is generally sound, but needs significant refinement.
- 2 The budget is partially justified.
- 1 The budget is significantly overstated or does not correspond to the activities.
- 0 The budget is not justified.
- 3. Effectiveness (Weight: 25%)

This criterion evaluates the project's ability to achieve the declared results within the set timeframe.

Can the activities be implemented and completed within the declared time?

How well the project is integrated into the local humanitarian response system.

The organizational capacity and knowledge of the organization and its partners to implement the project.

Rating:

- 5 Activities are clearly planned, the organization has all the necessary resources and partnerships.
- 4 The project is able to achieve most of the declared results.
- 3 The project is able to achieve some results, but needs to be improved.
- 2 Risks of non-compliance are high.
- 1 The project has significant shortcomings in planning.
- 0 The project is not able to achieve the declared goals.
- 4. Accountability (Weight: 15%)

Accountability involves open communication with communities and their involvement in decision-making.

Does the project involve providing information to communities and feedback mechanisms?

Whether the project foresees the active participation of the community, especially vulnerable groups, in the implementation or modeling of the project.

Rating:

5 - Clear communication strategy, community involvement.

4 - There are mechanisms for informing, but there are not enough details on the involvement of vulnerable groups.

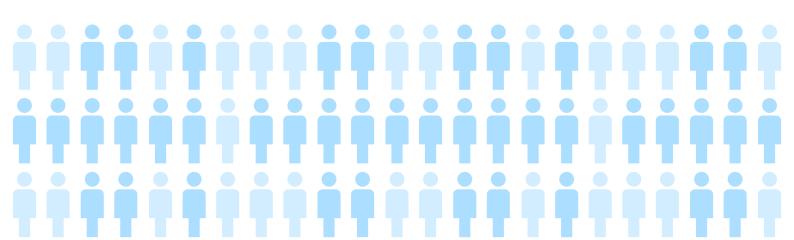
- 3 The main aspects of accountability are present, but not all details are worked out.
- 2 Accountability is partially ensured, but there are significant shortcomings.
- 1 Accountability is almost not ensured.
- 0 Accountability is not ensured.
- 5. Sustainability and long-term impact (Weight: 10%)

The project should provide for a long-term impact on the community and increase resilience to future crises. Will the project contribute to long-term changes in communities?

Whether the project contributes to strengthening the capacity of communities to respond independently. [If applicable] Does the project have tentative plans to become a permanent project (until the need and problem is resolved).

Rating:

- 5 The project provides significant long-term impact and strengthens community resilience.
- 4 The project has good potential for long-term impact.
- 3 The project may have some impact, but does not have a clear plan.
- 2 The project's impact is limited.
- 1 The project does not provide long-term impact.
- 0 No impact on the community is foreseen.





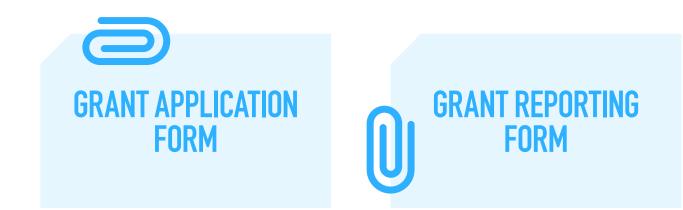
APPLICATION AND REPORTING TEMPLATES







REGULAR RESPONSE



ANNEX 5

INFORMATION ON THE PROTECTION OF PROGRAM PARTICIPANTS DURING THE IMPLEMENTATION OF THE GRANT APPLICATION

01 | GENERAL PROVISIONS

- 1.1 Charitable Organization National Network of Local Philanthropy Development (hereinafter the Organization), taking into account the current difficult socio-economic situation in Ukraine, the high level of risk of emergencies associated with the effect of martial law, the temporary occupation of some administrative and territorial units by the Russian Federation as an aggressor country, with an increased level of terrorist threat, extremism, social instability is aware of the high level of responsibility and undertakes to protect the rights of program participants during the implementation of the grant application from the following threats:
 - human trafficking and all possible forms of exploitation;
 - forced displacement from the territory of Ukraine;
 - violation of the social support system and the usual way of life in general;
 - preparing, organizing, committing, and/or inciting terrorist acts, promoting terrorism as a means of achieving any political, economic, social, and/or other goals;
 - restrictions of the right to actively participate in decision-making that affect personal rights and/or legitimate interests;
 - use of physical, psychological, economic, sexual, and/or any other forms of violence and/or abuse;
 - cruel, inhuman, or degrading treatment;
 - all forms of discriminatory treatment;
 - abuse of rights, powers, and/or influence, which leads to the violation of the rights, freedoms, and legitimate interests of the program participants, regardless of the existing purpose of obtaining any property and/or non-property benefits, including for third parties;
 - other threats inherent in the current socio-political situation in Ukraine.
- **1.2** If the participants of the Program have any suspicions about other participants, partners, or the administrative team in connection with terrorism and/or any other reason specified in clause 1.1 of this Annex, they can report it using the methods described below.

Program participants who believe that their rights and/or legitimate interests have been violated in the context of this Program should immediately report the circumstances of the mentioned facts under the procedure outlined in this Annex. The administrative team is obliged to respond to all messages of a similar nature, consider them on their merits, and provide a full, clear, and meaningful response to them.



02 | SAFEGUARDING OF PROGRAM PARTICIPANTS

2.1 Formal investigation procedure

- 2.1.1 Program participants who believe that their rights and/or legitimate interests have been violated in the context of clause 1.1 of this Annex must immediately report the circumstances of these facts under the procedure outlined below. The organization is obliged to respond to all messages of a similar nature, consider them on their merits, and provide a full, clear, and meaningful answer.
- **21.2** Any form of revenge against anyone who complained about or reported any violations of the provisions specified in clause 1.1 of this Annex, or participated in the investigation of such reports, is unacceptable under the current legislation of Ukraine and this Annex and may lead to liability, including legal.
- **21.3** The Organization may investigate the conduct of its members and/or representatives of the Organization's members, volunteers, employees, and interns, who violate the guidelines and provisions of the Annex, even in the absence of notification from the affected person and/or any other person who is aware of such facts, and, if necessary, take measures to apply responsibility actions to them, as well as to restore the violated rights of the affected persons.
- 21.4 You can inform the Organization about any suspicion or concern regarding the commission and/or preparation for the commission of violations specified in clause 1.1 of this Annex by sending a message to the Director of the Organization and/or the authorized person, and/or the Collegial Body personally (including anonymously) in writing and/or in electronic form in one of the convenient ways listed below:
 - e-mail for feedback feedback@philanthropy.com.ua;
 - a physical letter to the office of the organization at the address Ukraine, 03150, Kyiv, Dilova Street, 14 B;
 - through an online service for collecting feedback https://app.talktoloop.org/provide-feedback/info-modal
 - **2.1.4.1** If a person reports an alleged violation of this Annex by members of the Organization's management bodies, the notification should be submitted:
 - to the name of the Chairman of the Organization's Management Board - in case of alleged violation of this Annex by the Director of the Organization;
 - to the name of the Director of the Organization in case of alleged violation of this Annex by the member(s) of the Management Board of the Organization.
- 21.5 Notifications are accepted by the Organization also in oral form, including using telephone (mobile) communication. The Organization's hotline for receiving reports of any suspicion or concern regarding the commission and/or preparation of violations of this Annex is +380632031701. Acceptance of verbal messages, including using the Organization's hotline, is carried out by authorized persons with mandatory independent completion of the message and subsequent sending of its completed copy in paper and/or electronic

- **21.6** If the violations specified in clause 1.1 of this Annex relate to a group of persons, written/electronic/verbal notifications may be submitted both by them jointly and by each affected person separately in compliance with the procedure and conditions specified in the Annex.
- 2.1.7 Notifications of violations of the provisions of this Annex may be sent to the Organization without any time limit.
 - Notification of preparation for committing any violation of this Annex is considered by the Organization, provided that the stated facts are sufficiently detailed, which indicate a real threat of committing a violation, as well as about the person/persons who are potential victims in this or that case.
 - All notifications must be properly entered in the Register of notifications of violations of this Annex (hereinafter the Register) in the order determined by the Director of the Organization and/or the authorized person, and/or the Collegial Body.
- **2.1.8** Consideration of notifications about violations of this Annex is carried out by the authorized body (hereinafter the Authorized Body):
 - By the Management Board of the Organization regarding all notifications received by the Organization, including regarding possible violations by the Director of the Organization.
 - **General meetings of the Organization** regarding notifications about possible violations by a member/member of the Management Board of the Organization.
- 21.9 The Authorized Body must consider and evaluate the facts stated in the notification and, based on the results of such evaluation, make a decision on the presence or absence of a violation within 14 (fourteen) working days from the moment of receiving a notification of a violation of this Annex, and if the mentioned notification was received on a weekend, within 14 (fourteen) working days starting from the first working day after its receipt.
 - **The Authorized Body** must conduct a full, comprehensive, and objective analysis of all facts related to discrimination, acts of sexual harassment, exploitation, oppression or abuse, and other facts of illegal behavior within the meaning of this Annex, during a reasonable time, but no more than the period specified in this paragraph, ensuring the confidentiality of the affected person to the maximum extent possible.
 - **The Authorized Body** may consider it necessary to extend the reviewing period if necessary (for example, gathering additional information, searching for witnesses to the incident, etc.). After completion of the review, the Authorized Body must send a notice to the alleged violator and the victim about the extension of the reviewing period and a new deadline for its completion.
- 21.10 If necessary, the Authorized Body may invite both the person who is a potential violator and the affected person to consider the notice of violation of the Annex, if the latter does not declare in writing that he does not wish to participate in the consideration. Both the affected person and the potential violator have the right to provide explanations to the Authorized Body, make statements, submit evidence to confirm or refute certain circumstances of the incident and/or its actual existence, both verbally and in writing, use the help of consultants, including in the field of law.

- 21.11 Based on the notification of the affected person if he/she may suffer additional damage or other illegal influence during the consideration of the notification of violation of the Annex, the Director of the Organization and/or the authorized person and/or the Collegial Body shall apply/initiate the taking of precautionary measures aimed at creating a comfortable and safe environment for such a person, in particular, but not exclusively, by:
 - suspension from the performance of duties of a potential violator;
 - temporary transfer of a potential violator from one unit/detached unit of the Organization to another;
 - removal of the affected person from the subordination of the potential violator;
 - taking any other measures appropriate and sufficient to protect the rights and interests of the affected person during the review of his/her notice of violation of the Annex.
- 21.12 If there is a real threat to the life or health of the affected person and/or he/she needs any emergency assistance, the Director of the Organization and/or the authorized person and/or the Collegial Body must notify the relevant bodies/institutions of state power and/or local self-government bodies, relevant law enforcement agencies and/or emergency medical services.

The medical, psychological, legal, and other needs of a person affected by the consequences of violations of this Annex may differ from the needs of other complainants.

- 2.1.13 During consideration of a complaint notification, the Authorized Body is obliged to:
 - immediately record the date, time, and facts of the incident(s);
 - to determine the views of the affected person regarding what result he/she wants to achieve;
 - ensure that the affected person understands the Organization's procedures for handling a report of a violation of the Annex;
 - obtain consent from the affected person for the next steps and/or disclosure, if appropriate in this situation;
 - keep a confidential record of all discussions;
 - make sure that the affected person knows that he/she can file a complaint outside the Organization in the manner prescribed by the current legislation of Ukraine and/ or international acts.
- 2.1.14 In case, based on the results of the investigation, the Authorized Body concluded that a violation of the provisions of this Annex had occurred, it may, by its decision, apply one of the following response measures to the violator:
 - the obligation to publicly apologize to the affected person;
 - the obligation to publicly refute information of a sexual nature and/or any other information that violates human dignity spread about the affected person;
 - depriving the violator of incentives received by him/her within the Organization;
 - removal of the violator from the leadership of the organization's charitable project/program;
 - terminating the contract with a partner, counterpart, and/or beneficiary and/or entering it into the list of persons with whom the Organization's cooperation is limited;
 - reprimand or dismissal (for employees of the Organization) and/or his/her inclusion in

the list of employees whose employment in the Organization is prohibited;

- exclusion from members of the Organization and/or initiation of recall of a representative of a member of the Organization;
- suspension from performance of statutory, labor, and/or volunteer duties; other measures aimed at restoring the rights of the affected person.
- 21.15 Disciplinary measures against employees of the Organization in the form of reprimand or dismissal are applied following the procedure provided by the Code of Labor Laws of Ukraine and other acts of labor legislation of Ukraine.
- 2.1.16 In case the fact of violation of the provisions of this Annex contains signs of an administrative or criminal offense, the Organization is obliged to notify the law enforcement authorities about it to ensure that the violator is brought to administrative or criminal responsibility under the current legislation of Ukraine.
- 2.1.17 Compensation to the affected person for material and/or moral damage because of illegal behavior within the meaning of this Annex on the part of the violator shall be carried out in court within the framework of civil proceedings under the current legislation of Ukraine.
- 21.18 In case of receiving notifications regarding the violation of this Annex by third parties with whom contractual relations have been established and/or their employees, the Organization shall transmit information to such a person or his/her representative and/or, depending on the situation, to relevant state authorities/institutions and/or local self-government bodies, law enforcement agencies and/or emergency medical services.

In the appeal, the organization asks for information on the results of the review of the complaint and on the measures taken to ensure that any immediate medical, psychosocial, and other needs of the victim of sexual exploitation and abuse related to the alleged incident are addressed.

2.2 Informal investigation procedure

- 2.2.1 To implement the provisions of the Annex properly and fully, in cases where the affected person for one reason or another does not report a violation on his own, the Organization, receiving information about the facts of such violations, independently initiates and conducts an investigation of their circumstances within the framework of the procedure of informal investigation.
- **2.2.2** Messages that are investigated by the Organization within the framework of the informal investigation procedure can be received from:
 - a participant and/or representative of a participant of the Organization;
 - employees, interns of the Organization;

- volunteers of the Organization; partners, counterparts of the Organization;
- any third parties who have become aware of the facts of violations of this Annex regarding program participants.
- **2.2.3** The person authorized to conduct an informal investigation of the facts of violation of the provisions of this Annex is the Director of the Organization and/or the authorized person, and/or the Collegial Body.

Violations, probably committed by the Director of the Organization and/or member(s) of the Management Board of the Organization, are considered by the General Assembly of the Organization.

2.2.4 As part of the informal investigation procedure, the Organization provides the opportunity for the alleged violator to respond to the complaint; identify the person affected by the alleged violation of the Annex; keep a confidential record of what is happening; obtain consent from the victim for next steps and/or disclosure, if appropriate in this situation; make sure that the affected person knows that he/she can file a complaint outside the Organization in the manner provided by the current legislation of Ukraine and/or international acts.

2.3 Documenting the facts of undesirable (unacceptable behavior, in particular acts of a violent nature

- **2.3.1** Actions (actions/inaction) and/or decisions that led to the violation of the rights and/or freedoms of the program participants and/or the danger of such violations must be documented in the manner provided for in the Annex.
- 2.3.2 Participants and representatives of participants of the Organization, employees, interns, and volunteers of the Organization must take all necessary, available, and dependent measures aimed at notifying the Director of the Organization and/or the authorized person, and/or the Collegiate Body as soon as possible about all facts of violation of the provisions of the Annex in a manner, defined by it.
- **2.3.3** Participants and representatives of participants of the Organization, employees, interns, and volunteers of the Organization must assist the beneficiaries or any third parties in providing complete information regarding the violation of the provisions of the Annex to the Director of the Organization and/or the authorized person, and/or the Collegial Body, including in the case if the violation was committed on their part.
- **2.3.4** Avoiding the notification and/or hiding the information regarding violations of the provisions of this Annex by participants and representatives of Organization participants, employees, interns and volunteers of the Organization contradicts the Annex and is considered by the Organization as a gross violation of its provisions.

2.4 Mechanisms for submitting external complaints

- **2.4.1** A person affected by violations of this Annex may also file a complaint outside the Organization. This can be done, in particular, by contacting:
 - Human Rights Commissioner of the Verkhovna Rada of Ukraine: by submitting a written complaint (within one year after the alleged violation) (you can learn more about the procedure for filing a complaint following the link: https://ombudsman.gov.ua/ua/page/applicant/ Hotline of the Commissioner 0800-50-17-20 (working hours: Mon. – Thur.: 8.00 a.m. – 5.00 p.m.; Fri.: 8.00 a.m. – 3.45 p.m.).
 - State Labor Service: consultation information on labor issues can be obtained by calling (044) 288 10 00.
 - Centers providing free secondary legal assistance: free legal advice can be obtained by calling 0 800 213 103 (more detailed information can be found via the link: https://www.legalaid.gov.ua/).
 - La Strada-Ukraine free national "hotline" for prevention of domestic violence, human trafficking, and gender discrimination: 116-123 (from mobile) and 0 800 500-335 (landline).
 - In emergency cases, call the emergency services numbers: National Police of Ukraine - 102; Emergency medical assistance, Ambulance - 103; Emergency assistance, emergency call/rescue service - 112.
- **2.4.2** Following the legislation of Ukraine, the affected person can appeal to the court according to the rules and procedures established by the current legislation of Ukraine.

ANNEX 6

Financing mechanism for capacity building:

This mechanism aims to strengthen the capacity of local and national organizations in Ukraine, which, according to the results of the Due Diligence assessment, were classified as level 1 of organizational development.

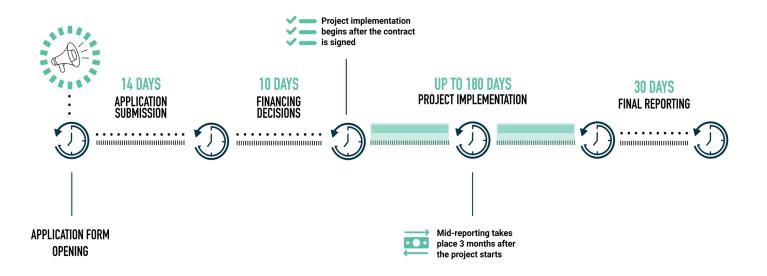
The **goal of the mechanism** is to support organizations by providing funding, training and resources to develop internal processes, strategies and policies, which will allow them to more effectively implement humanitarian projects and attract external funding.

Main areas of support:

- 1. Analysis of existing procedures and resources to identify key areas of development.
- 2. Development and implementation of policies (anti-corruption, gender equality, protection of vulnerable groups, etc.).
- 3. Development of fundraising strategies and attracting funding.
- 4. Training for the management, fundraising, communications team.
- 5. Development of communication strategies to increase the organization's visibility.
- 6. Creation of monitoring and evaluation (M&E) systems to effectively track performance.
- 7. Conducting community needs assessments and trend analysis for strategic planning.
- 8. Evaluation of the effectiveness of the assistance provided and determining the next steps of support.
- 9. Development of emergency response plans.
- 10. Other measures aimed at strengthening organizational capacity and preparing the organization for the successful implementation of projects and attracting funding.

Maximum grant sum: up to 520,000 UAH Project duration: up to 6 months

CAPACITY BUILDING FINANCING MECHANISM



Applying organizations must demonstrate how funding will help them achieve sustainable change in their work and contribute to their continued capacity to implement humanitarian initiatives.

Application Deadline:

Applications can be submitted during a 14-day period each month (the exact dates will be communicated to member organizations by the Fund's administrative team). The program's administrative team will send monthly reminders to member organizations of these dates. Proposals submitted by member organizations during this period will be sent to the Evaluation Committee after the application deadline. Applications submitted outside of this period will be included in the next upcoming application selection process.

Application selection process:

Within ten days after the deadline for submitting applications, the Evaluation Commission, consisting of three people, meets and makes a decision on granting grants to participating organizations of the Fund. The decision on supporting projects is announced within 24 hours after the commission meeting. The program administrative team will be present during the meeting to ensure a fair discussion and to write protocol.

The Evaluation Committee members:

The Evaluation Committee should be an expert in the field of capacity building. The administrative team should ensure that each Evaluation Committee does not include individuals representing the organizations that submitted their grant application.

Grant issuance amount:

The maximum grant amount for one project can be up to 520,000 hryvnias.

Application for funding through the mechanism is made through the official email address of the National Network for Local Philanthropy Development: info@philanthropy.com.ua.

Grant reporting:

1) Mid-report: 3 months after the start of the project. Includes narrative and financial reports on the progress of implementation and use of funds.

2) Final report: submitted within 1 month after the end of the grant, contains detailed narrative and financial reports.



The review and evaluation of projects is carried out by the commission according to the following criteria:

- 1. Relevance to the organization's strategy
- To what extent does the request correspond to the mission and strategic goals of the organization?
- Is there a long-term vision of the impact of this development on the organization?
- 2. Relevance of the need
- Are the stated needs for capacity building justified?
- Are they confirmed by an analysis of the challenges facing the organization?
- Is there clear evidence that addressing these needs will strengthen the organization?
- 3. Realistic and achievable goals
- Are the expected results realistic?
- 4. Quality and detail of the action plan
- Has a clear action plan been developed to achieve the stated goals?
- 5. Financial feasibility
- Does the budget meet the real needs of the project?
- Are the budget expenditures rational and justified?
- 6. Expected impact on the organization and sustainable development
- Will the funding contribute to the long-term capacity of the organization?
- Will the grant improve the efficiency of management or resource mobilization?

