## **OPEN SOCIETY INSTITUTE**

OKTÓBER 6. UTCA 12, H-1051 BUDAPEST, HUNGARY (36 1) 882 3100, FAX (36 1) 882 3101

December 12, 2013

Mr. Redempto Parafina

Affiliated Network for Social Accountability - East Asia Pacific Foundation Inc.

Pacifico Ortiz Hall, Ateneo de Manila University, Loyola Heights

Quezon City, 1108

**Philippines** 

Re: Grant Number OR2013-11171

Dear Mr. Redempto Parafina

Open Society Institute Budapest Foundation ("OSI"), a Hungarian charitable foundation within the Open Society Foundations, is pleased to award **Affiliated Network for Social Accountability - East Asia Pacific Foundation Inc.** (the "Grantee") a grant with the terms and conditions set forth herein.

In the awarding and the administration of this grant, the Human Rights Initiative of the Open Society Foundations, shall act as the agent of OSI. We understand that Redempto Parafina shall be the person responsible for administering the grant on Grantee's behalf.

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

## GRANT PURPOSE, PERIOD, AMOUNT

Grant number: OR2013-11171

This grant is awarded for Checkmyschool, five years project 2013-2018 ("the Project"), as detailed in the Grantee's approved proposal dated November 5, 2013. The grant period shall be from June 1, 2013 to May 31, 2018. The maximum amount of the grant award shall be 660,000.00 USD to be expended as per the Grantee's approved budget dated November 5, 2013. The grant amount shall be fixed and transferred in USD.

## SPECIAL PROVISION PERTAINING TO US SOURCED FUNDS

A certain portion of the funding provided to the Grantee under this Agreement originates from a grant provided to OSI by Foundation to Promote Open Society, a tax-exempt private foundation registered under the laws of Delaware (the "US Sourced Funds"). US Sourced Funds are marked in the attached budget as such. Payments to the Grantee originating from US Sourced Funds under this grant shall be made separately and shall be earmarked as such. All US Sourced Funds paid to the Grantee pursuant to this Agreement and any income earned thereon must be expended solely for charitable, scientific, literary, or educational purposes as described in the Project. In addition, the Grantee agrees:

- (1) not to use any US Sourced Funds for any attempt to influence legislation;
- (2) not to use any US Sourced Funds for any attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- (3) not to use any US Sourced Funds to make any grants to other organizations except United States public charities unless the Grantee both receives the prior written approval of OSI and complies with applicable United States tax law with regard to such grants; and
- (4) not to use any US Sourced Funds to make grants to individuals for travel, study, research, or similar purposes unless the Grantee both receives prior written approval from OSI and complies with applicable United States tax law with regard to such grants
- (5) not to use any US Sourced Funds to purchase any capital equipment (e.g., computers, furniture, buildings) totaling more than US\$750 during the term of the grant.



### **PAYMENT**

Upon receipt of the countersigned original copy of this grant agreement ("Agreement"), and provided that any outstanding reporting and repayment obligations resulting from this or any other grants from the Open Society Foundations have been satisfied, OSI will pay the grant in accordance with the following schedule to the bank account indicated below:

## US Sourced Funds

Date	Amount
December, 2013	46,861.00 USD
June, 2014	36,824.00 USD
December, 2014	36,824.00 USD
June, 2015	43,569.00 USD
December, 2015	43,569.00 USD
June, 2016	46,075.00 USD
December, 2016	46,075.00 USD
June, 2017	56,754.50 USD
December, 2017	56,754.50 USD

## Non-US Sourced Funds

Date	Amount
December, 2013	15,446.00 USD
June, 2014	39,312.00 USD
December, 2014	39,312.00 USD
June, 2015	33,976.00 USD
December, 2015	33,976.00 USD
June, 2016	33,229.00 USD
December, 2016	33,229.00 USD
June, 2017	9,107.00 USD
December, 2017	9,107.00 USD

## COMMUNICATIONS, REPORTING

The Grantee should direct communications to Human Rights Initiative by email to Eszter Filippinyi at <a href="mailto:eszter.filippinyi@opensocietyfoundations.org">eszter.filippinyi@opensocietyfoundations.org</a> The Grantee is required, except where connectivity issues exist, to submit reports online at www.opensocietyfoundations.org/grants/manage. Reports should make a reference to the Grant Number. The Grantee agrees to provide full and complete reports accounting for the expenditure of all grant funds during every calendar year (or part of a calendar year) in which it retains or expends the grant funds. Accordingly, reports shall be due on or before the dates set forth below:

Date	Report Type
March 31, 2014	Expenditure Responsibility (2013)
May 25, 2014	Narrative and Financial Progress Report
November 25, 2014	Narrative and Financial Progress Report
March 31, 2015	Expenditure Responsibility (2014)
May 25, 2015	Narrative and Financial Progress Report
November 25, 2015	Narrative and Financial Progress Report
March 31, 2016	Expenditure Responsibility (2015)
May 25, 2016	Narrative and Financial Progress Report
November 25, 2016	Narrative and Financial Progress Report
March 31, 2017	Expenditure Responsibility (2016)
May 25, 2017	Narrative and Financial Progress Report
November 25, 2017	Narrative and Financial Progress Report
June 30, 2018	Narrative and Financial Final Report

Issued by Grants Management/ Admingroup Narrative reports shall detail progress made in achieving the Project's goals and they shall also include any publications produced as part of the Project. OSI may, at its sole discretion, request that the Grantee submit further information and/or materials related to the Project's activities and accomplishments. Financial reports should follow the structure of the Project budget, and should account for expenditures incurred during the period covered. Expenses incurred in a currency differing from the currency in which the grant is fixed should be translated to the currency of the grant for reporting purposes to OSI using historic or weighted average foreign exchange rates calculated for the grant period. OSI may, at its sole discretion, request that the Grantee submit a transaction-detail report supporting the expenses reported in the financial reports referred to herein as well as supporting documentation of any items listed in the transaction-detail report.

### BANK INSTRUCTIONS

Bank name: Bank of the Philippine Islands

Bank address: Unit 102 317 FBR Building, Katipunan Avenue, 1108 Quezon

City, Philippines

Bank account holder: Affiliated Network for Social Accountability in East Asia and the

Pacific (ANSA-EAP)

Bank account number: 9604001134 SWIFT code: BOPIPHMM

The Grantee may request in writing or online at www.opensocietyfoundations.org/grants/manage that subsequent installments be transferred to a different bank account held in the Grantee's name.

#### EXTENSION

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

## PROJECT PROPOSAL, BUDGET, BUDGET ADJUSTMENTS

The grant shall be expended according to the Project proposal and attached budget as approved by OSI. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without OSI's prior approval.

## AUDIT, RECORDKEEPING

During the period in which any portion of the US Sourced Funds remain unexpended, those funds must be shown separately, as a distinct fund, on the Grantee's books for ease of reference and verification. The Grantee shall maintain receipts and invoices for all matters pertaining to this grant, and shall keep these available for inspection or audit by OSI or its designee for four years following the end of the grant period.

#### OSI'S RIGHT TO PUBLISH GRANT DATA

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

### ACKNOWLEDGEMENT, THE GRANTEE'S USE OF THE MARKS

The Grantee shall acknowledge OSI support in all appropriate publications related to the Project as follows: "Supported [in part] by a grant from the Open Society Foundations." OSI hereby grants to the Grantee a revocable, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") in the Grantee's acknowledgement, each use requiring prior approval from OSI. The Grantee shall not alter, modify, challenge, dilute or otherwise misuse the Marks, or take any action that would bring the Marks into disrepute.

### **SUBGRANTS**

The Grantee shall not grant funds to third parties to perform any of its duties or obligations under this Agreement, except as provided for in the approved proposal and budget pursuant to the terms of this Agreement, without the prior written consent of OSI.

CHOICE OF LAW AND FORUM

Grant number: OR2013-11171

issued by Grants Management/ Admingroup

Page 3 of 10

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

#### REPAYMENT

At the conclusion of the grant period, the Grantee agrees to return unexpended funds and any interest thereon to OSI. This grant is made solely for the purposes stated in this Agreement, and the grant funds may not be expended for any other purpose without the prior written approval of OSI. Any grant funds that are not expended or committed for the purposes of the grant must be returned to OSI. The Grantee also agrees to return any funds that are not covered by accepted reports within ninety (90) days of the final report due date, or by the deadline given by OSI, whichever is later.

## GRANTEE'S RESPONSIBILITY, AUTHORITY

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

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

### **TERMINATION**

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

## ENTIRE AGREEMENT, COUNTERSIGNATURE

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

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

On behalf of OSI, may I extend my best wishes for the success of your Project.

Very truly yours,

មីudapesti Nyílt Társadalom Intézet Alapítvány

> 1051 Budapest Október 6. u. 12.

Dr. Katalin E. Koncz, Executive Director Open Society Institute Budapest Foundation

Agreed to and accepted on behalf of the Grantee:

Signed:

Mr. Redempto Parafina

Affiliated Network for Social Accountability - East Asia

Pacific Foundation Inc.

Grant number: OR2013-11171

Page 4 of 10

Date: 20 December 2013

# **OPEN SOCIETY INSTITUTE**

OKTÓBER 6. UTCA 12, H-1051 BUDAPEST, HUNGARY (36 1) 882 3100, FAX (36 1) 882 3101

## APPROVED BUDGET

## Summary

US Sourced Funds	Non-US Sourced Funds	Total
\$46,861	\$15,446	\$62,307
\$73,648	\$78,624	\$152,272
\$87,138	\$67,952	\$155,090
\$92,150	\$66,458	\$158,608
\$113,509	\$18,214	\$131,723
\$413,306	\$246,694	\$660,000
	\$46,861 \$73,648 \$87,138 \$92,150 \$113,509	US Sourced Funds         Funds           \$46,861         \$15,446           \$73,648         \$78,624           \$87,138         \$67,952           \$92,150         \$66,458           \$113,509         \$18,214

(ssued by Grants Management/ Admingroup

Grant number: OR2013-11171

## YEAR ONE

aquested Rudget by Component		Sub-Totals by Component	US Sourced Funds	Non-US Sourced Funds
Component 1:	Learning and Knowledge Management			
Activity 1:	Online learning videos	\$ 8,923	\$ 8,623	\$ 300
Activity 2:	Trainings and orientation	\$ 0	\$0	\$ 0
Activity 3:	Field visits and documentation	\$ 3,400	\$0	\$ 3,400
Total of Componer	t 1	\$ 12,323	\$ 8,623	\$ 3,700
Component 2:	Communication and Research			
Activity 1:	Improvement of digital platforms	\$ 0	\$0	\$ 0
Activity 2:	School mapping	\$ 5,983	\$ 5,983	\$ 0
Activity 3:	Data visualization	\$ 5,251	\$0	\$ 5,251
Activity 4:	Roadshow	\$ 0	\$0	\$ (
Activity 5:	Issue resolution video contest	\$ 7,252	\$ 7,252	\$ (
Activity 6:	Checkmyschool (CMS) research	\$ 6,495	\$0	\$ 6,495
Activity 7:	Public presentations	\$ 0	\$0	\$ (
Activity 8:	Monitoring and evaluation	\$ 2,200	\$ 2,200	\$ (
Total of Componer	at 2	\$ 27,181	\$ 15,435	\$ 11,746
Component 3:	Networking			
Activity 1:	Partnership building with local school boards	\$ 0	\$0	\$ (
Activity 2:	Consultations and forum with education group partners	\$ 0	\$0	\$ (
Activity 3:	School monitoring	\$ 0	\$0	\$ (
<b>Total of Componer</b>	nt 3	\$ 0	\$ 0	\$ (
Component 4:	Sustainability			
Activity 1:	Feasibility study on social enterprise	\$ 6,813	\$ 6,813	\$ (
Activity 2:	Development of monitoring and evaluation design for sustainability	\$ 4,934	\$ 4,934	\$ (
Activity 3:	Proposal development and fundraising	\$ 5,691	\$ 5,691	\$ (
Activity 4:	Standardization of systems and protocols for sustainability	\$ 5,365	\$ 5,365	\$
Total of Componer	nt 4:	\$ 22,803	\$ 22,803	\$ (
Totals		\$ 62,307	\$ 46,861	\$ 15,440



## YEAR TWO

Requested Budget by Component	Sub-Totals by Component	US Sourced Funds	Non-US Sourced Funds
Activity 1: Online learning videos			
Activity 1: Training of trainers	\$ 12,084	\$ 0	\$ 12,084
Activity 2: Field visits and documentation	\$ 13,322	\$ 0	\$ 13,322
Activity 3: Localized capacity building	\$ 24,299	\$ 0	\$ 24,299
Activity 4: Expanded learning program and mentorship	\$ 8,463	\$ 0	\$ 8,463
Total of Component 1	\$ 58,168	\$ 0	\$ 58,168
Activity 1: Improvement of digital platforms			
Activity 1: Communication campaign	\$ 7,210	\$ 7,210	\$ 0
Activity 2: CMS research	\$ 7,235	\$ 0	\$ 7,235
Activity 3: Public presentation and awarding ceremony	\$ 13,310	\$ 13,310	\$0
Activity 4: Maintenance of digital platforms	\$ 8,452	\$ 8,427	\$ 25
Activity 5: Monitoring and evaluation of CMS project	\$ 7,255	\$ 7,255	\$ 0
Total of Component 2	\$ 43,462	\$ 36,202	\$ 7,260
Activity 1: Partnership building with local school boards			
Activity 1: Partnership building with academe and government	\$ 5,986	\$0	\$ 5,986
Activity 2: Consultation forums	\$ 7,210	\$ 0	\$ 7,210
Activity 3: School monitoring of areas for saturation	\$ 19,415	\$ 19,415	\$ 0
Total of Component 3	\$ 0	\$0	
Total of Component 3	\$ 32,611	\$ 19,415	\$ 13,196
Activity 1: Feasibility study on social enterprise			
Activity 1: Sustainability assessment of local operations	\$ 4,788	\$ 4,788	\$ 0
Activity 2: Pilot of social enterprise	\$ 9,675	\$ 9,675	\$ 0
Activity 3: Resource mobilization other than social enterprise	\$ 3,568	\$ 3,568	\$ 0
Total of Component 4:	\$ 18,031	\$ 18,031	\$ 0
Totals	\$ 152,272	\$ 73,648	\$ 78,624



## YEAR THREE

Requested Budget by Component	Sub-Totals by Component	US Sourced Funds	Non-US Sourced Funds
Activity 1: Online learning videos			
Activity 1: Training of trainers in additional areas for saturation	\$ 11,470	\$ 0	\$ 11,470
Activity 2: Field visits and documentation	\$ 15,135	\$ 0	\$ 15,135
Activity 3: Localized capacity building	\$ 21,228	\$0	\$ 21,228
Total of Component 1	\$ 47,833	\$ 0	\$ 47,833
Activity 1: Improvement of digital platforms			
Activity 1: Impact assessment	\$ 6,640	\$ 6,640	\$0
Activity 2: CMS research	\$ 6,616	\$ 0	\$ 6,616
Activity 3: Communications campaign	\$ 6,643	\$ 6,643	\$0
Activity 4: Public presentation in multiple areas	\$ 16,344	\$ 16,344	\$ 0
Activity 5: Maintenance of digital platforms	\$ 13,206	\$ 13,181	\$ 25
Total of Component 2	\$ 49,449	\$ 42,808	\$ 6,641
Activity 1: Partnership building with local school boards			
Activity 1: Partnership building with citizen groups and government	\$ 6,104	\$ 0	\$ 6,104
Activity 2: Consultation and forums	\$ 7,374	\$0	\$ 7,374
Activity 3: School monitoring in additional areas for saturation	\$ 19,594	\$ 19,594	\$0
Total of Component 3	\$ 0	\$ 0	\$0
Total of Component 3	\$ 33,072	\$ 19,594	\$ 13,478
Activity 1: Feasibility study on social enterprise			
Activity 1: Implementation of social enterprise	\$ 9,061	\$ 9,061	\$ 0
Activity 2: Monitoring and evaluation of sustainability	\$ 6,129	\$ 6,129	\$ 0
Activity 3: Registrations and organizing of CMS PH	\$ 5,397	\$ 5,397	\$ 0
Activity 4: Resource mobilization for local operations	\$ 4,149	\$ 4,149	\$ 0
		\$ 0	
Total of Component 4:	\$ 24,736	\$ 24,736	\$ 0
Totals	\$ 155,090	\$ 87,138	\$ 67,952

by
Grants Management/
Admingroup

## YEAR FOUR

Requested Budget by Component	Sub-Totals by	US Sourced Funds	Non-US Sourced Funds
requested budget by Component	Component	1 01100	Sourced Faires
Activity 1: Online learning videos	Composition		
Activity 1: Localized capacity building	\$ 21,526	\$0	\$ 21,526
Activity 2: Training of trainers	\$ 11,777	\$ 0	\$ 11,777
Activity 3: Monitoring and evaluation of local areas	\$ 18,592	\$0	\$ 18,592
Total of Component 1	\$ 51,895	\$ 0	\$ 51,895
Activity 1: Improvement of digital platforms			
Activity 1: Maintenance of digital platforms	\$ 8,147	\$ 8,147	\$0
Activity 2: Monitoring and evaluation	\$ 7,648	\$ 7,648	\$ 0
Activity 3: CMS research	\$ 6,938	\$ 0	\$ 6,938
Activity 4: Communications campaign	\$ 6,940	\$ 6,940	\$0
Activity 5: Public presentation	\$ 19,098	\$ 19,098	\$0
Total of Component 2	\$ 48,771	\$ 41,833	\$ 6,938
Activity 1: Partnership building with local school boards		<del></del>	
Activity 1: Partnership with NGOs and CSOs	\$ 6,420	\$ 6,420	\$0
Activity 2: Consultation and forums	\$ 7,625	\$0	\$ 7,625
Activity 3: School monitoring of more areas for saturation	\$ 19,896	\$ 19,896	\$ 0
Total of Component 3	\$ 0	\$ 0	\$0
Total of Component 3	\$ 33,941	\$ 26,316	\$ 7,625
Activity 1: Feasibility study on social enterprise			
Activity 1: Implementation of Social Enterprise	\$ 9,359	\$ 9,359	\$0
Activity 2: Organizing of administrative matters of CMS PH	\$ 5,700	\$ 5,700	\$ 0
Acitivity 3: Monitoring and evaluation for sustainability	\$ 4,471	\$ 4,471	\$0
Acitivity 4: Resource mobilization for local area operations	\$ 4,471	\$ 4,471	\$ 0
Total of Component 4:	\$ 24,001	\$ 24,001	\$ 0
Totals	\$ 158,608	\$ 92,150	\$ 66,458

## YEAR FIVE

	Sub-Totals	US Sourced	Non-US
Requested Budget by Component	by	<u>Funds</u>	Sourced Funds
	Component		
Activity 1: Online learning videos			
Activity 1: Knowledge management of CMS stories,	\$ 22,511	\$ 22,511	\$ 0
activities, and processes	\$ 22,311	\$ 22,311	\$0
Activity 2: Monitoring and evaluation	\$ 13,981	\$ 13,981	\$ 0
Total of Component 1	\$ 36,492	\$ 36,492	\$ 0
Activity 1: Improvement of digital platforms			
Activity 1: Maintenance of digital platforms	\$ 9,594	\$ 9,594	\$ 0
Activity 2: Impact assessment	\$ 9,141	\$ 9,141	\$ 0
Activity 3: CMS research	\$ 9,117	\$ 0	\$ 9,117
Activity 4: Public presentation	\$ 23,829	\$ 23,829	\$ 0
Total of Component 2	\$ 51,681	\$ 42,564	\$ 9,117
Activity 1: Partnership building with local school boards			
Activity 1: Ongoing communication and coordination	\$ 9,101	\$ 9,101	\$ 0
Activity 2: Consultation and forums	\$ 9,097	\$0	\$ 9,097
	\$ 0	\$0	
Total of Component 3	\$ 0	\$0	
Total of Component 3	\$ 18,198	\$ 9,101	\$ 9,097
Activity 1: Feasibility study on social enterprise			
Activity 1: Implementation of social enterprise	\$ 10,806	\$ 10,806	\$ 0
Activity 2: Proposal development	\$ 6,673	\$ 6,673	\$ 0
Activity 3: Sustainability assessment	\$ 7,873	\$ 7,873	\$0
Total of Component 4:	\$ 25,352	\$ 25,352	\$ 0
Totals	\$ 131,723	\$ 113,509	\$ 18,214

by
Grants Management/
Admingroup