



GRANT AGREEMENT

15 March 2013

Receipt

Jannat Aziz Trust (“Grantee”) hereby acknowledges the receipt of 1,000,000 PKR (the “Grant”) from the Association for the Development of Pakistan Inc. (“ADP”) in one funding tranche.

Permissible Uses of the Grant

The Grant may only be used for non-profit purposes as defined by Section 501 of the United States Internal Revenue Code (“IRC”). The Grant is for the sole expressed purpose of funding the list of items identified in the attached budget (“Exhibit A”). All other uses or expenditures are expressly forbidden without ADP’s written consent.

Certification Regarding Terrorist Financing

Grantee agrees that release of the Grant by ADP depends upon the execution of the “Certification Regarding Terrorist Financing Implementing Executive Order 13224” (“Exhibit B”) by the Grantee.

Representations Made by Grantee

Grantee represents the following to ADP:

1. Grantee is a non-profit entity and functions as a non-profit as defined by Section 501 of the US IRS.
2. Neither Grantee nor any of its officers or directors are or have ever been engaged in funding, preaching, promoting, or in any way facilitating, directly or indirectly, any terrorist activity, violent political activity, or other activity that is illegal under any applicable law.
3. The names of Grantee, its Board members, shareholders, members, officers, senior employees, and any organization through which Grantee conducts business do not appear, as of the effective date of this agreement, on any of the lists referenced in Exhibit C. Grantee does not have any other affiliation, including but not limited to the direct or indirect receipt or contribution of funds, with the persons or organizations named on said lists as of the effective date of this agreement.

ADP Liability

Grantee agrees to indemnify, defend, and hold ADP harmless from and against any losses, claims, liabilities, damages, costs, or expense of any kind (including reasonable attorneys’ fees) which arise out of, relate to, or are in any way connected with the Grant, any expenditure therefrom, and any acts of Grantee or any of its personnel.

Grantee Deliverables

Grantee shall deliver the following to ADP at the specified dates:

1. Receipts for all expenditures over Rs. 1,000



GRANT AGREEMENT

- 2. Report A: Three (3) months after the receipt of funding by the Grantee
- 3. Report B: Twelve (12) months after the receipt of funding by the Grantee

In addition, Grantee will facilitate the visit by an authorized representative of ADP to the project site after receipt of a three-day notice.

ADP is very excited about funding the Grant and is looking forward to working with Jannat Aziz Trust (Grantee) in the future. The date on which the Grantee executes this Agreement shall be recorded as the “Effective Date” of the contract. Grantee shall remit to ADP an executed copy of the Agreement prior to any release of the Funding.

Sincerely,

ASSOCIATION FOR THE DEVELOPMENT
OF PAKISTAN INC.

By: _____
Name:
Title:
Date:

Acknowledged and agreed:

Jannat Aziz Trust

By: _____
Name:
Title:
Date:



GRANT AGREEMENT

Exhibit A

ADP will partially fund Jannat Aziz Trust's purchase of a B-Scan Machine. Details of the equipment to be purchased are as follows:

No.	Equipment Make/Model	Quantity	Price
1	Quantel Medical – 'Compact Touch' Ophthalmic Ultrasound Machine	1	Rs. 1,350,000

ADP will provide Rs. 1,000,000 towards the purchase of the above equipment with the remainder being provided by Jannat Aziz Trust.

Additional funds for the operation and maintenance of the above equipment will be the sole responsibility of Jannat Aziz Trust.



GRANT AGREEMENT

Exhibit B

**CERTIFICATION REGARDING TERRORIST FINANCING
IMPLEMENTING EXECUTIVE ORDER 13224**

By signing and submitting this application, Jannat Aziz Trust (“Grantee”) provides to the Association for the Development of Pakistan (“ADP”) the certification set out below:

1. Grantee has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
2. Specifically, in order to comply with its obligations under paragraph 1, Grantee will take the following steps:
 - a. Before providing any material support or resources to an individual or entity, Grantee will verify that the individual or entity does not appear:
 - i. on the master list of Specially Designated Nationals maintained by the U.S. Treasury’s Office of Foreign Assets Control, which is available online at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - ii. on the United Nations’ Al-Qaida Sanctions List maintained by the UN Security Council Committee established pursuant to resolutions 1267 and 1989, which is available online at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml;
 - iii. or on any supplementary list of prohibited individuals or entities that may be provided by ADP to Grantee.

Grantee also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Grantee should refer to the consolidated list available online at the 1267 Committee’s website (<http://www.un.org/sc/committees/1267/consolidatedlist.htm>).

- b. Before providing any material support or resources to an individual or entity, Grantee will consider all information about that individual or entity of which it is aware or that is available to the public.



GRANT AGREEMENT

- c. Grantee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. Definitions.
- a. **“Material support and resources”** means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
 - b. **“Terrorist act”** means:
 - i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site, http://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2_en.xml&menu=MTDSG); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - c. **“Entity”** means a partnership, association, corporation, or other organization, group or subgroup. This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by ADP prior to the end of its term.



GRANT AGREEMENT

Acknowledged and agreed:

Jannat Aziz Trust

By: _____

Name:

Title:

Date:



GRANT AGREEMENT

Exhibit C

Lists of persons or organizations deemed to be or suspected to be associated with terrorist acts.

1. The Specially Designated Nationals list of the United States Department of Treasury's Office of Foreign Assets Control (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
2. The Terrorist Exclusion List of the United States Department of Justice (www.state.gov/j/ct/rls/other/des/123086.htm).
3. The Foreign Terrorist Organizations maintained by the United States Secretary of State (www.state.gov/j/ct/rls/other/des/123085.htm).
4. Lists annexed to Executive Orders of the United States President (e.g., www.state.gov/j/ct/rls/other/des/122570.htm).
5. The United Nations' Al-Qaida Sanctions List (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).



GRANT AGREEMENT

Report A

Report A is due three (3) months after the receipt of funding by the Grantee.

Report A shall contain the following items:

1. A comprehensive report on the installation and operation of the B-Scan Machine which shall include the following details:
 - a. Final purchase price of the B-Scan machine; along with all receipts related to the purchase
 - b. Pictures of the installed machine
 - c. Report on any maintenance required for the machine
 - d. Details of any marketing activities undertaken by the Grantee to the local populace
2. The following Statistics along with supporting documents:
 - a. Patients Served (Actual)
 - b. Revenues from Patients Served
 - c. Patients Served (Projected)
 - d. Maintenance Costs



GRANT AGREEMENT

Report B

Report B is due twelve (12) months after the receipt of funding by the Grantee.

Report B shall contain the following items:

1. A comprehensive report on the operation of the B-Scan Machine which shall include the following details:
 - a. Report on any maintenance required for the machine
 - b. Details of any marketing activities undertaken by the Grantee to the local populace.
2. The following Statistics along with supporting documents:
 - a. Number of Scans Performed
 - b. Patients Served (Actual)
 - c. Revenues from Patients Served
 - d. Patients Served (Projected)
 - e. Maintenance Costs