

# **GRANT AGREEMENT**

### May 4, 2015

## **Receipt**

The Children's Cancer Foundation Pakistan Trust ("Grantee") hereby acknowledges that it will receive Pakistani Rupees Two Million Nine Thousand Six Hundred and Forty Five only [PKR 2,009,645] (the "Grant") from the Association for the Development of Pakistan Inc. ("ADP") in the following tranches:

- (i) PKR 1,000,000
- (ii) PKR 1,009,645

## 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.



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#### **Grantee Deliverables**

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

- 1. Invoices and receipts for all expenditures over Rs. 1,000 to be submitted within two weeks of billing.
- 2. Report A, to be submitted within 2 weeks of hiring staff members.
- 3. Report B, to be submitted on a quarterly basis; every 4 months from the initial usage of each piece of equipment being funded under this agreement.
- 4. Report C, to b submitted within 15 days of the end of any Training session for staff members of the Psycho Oncology Department.

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

The Grantee agrees to help ADP and The Rehma Fund raise awareness about their work. For this purpose, the Grantee shall explicitly inform all stakeholders (individuals, other NGOs, media personnel etc.) it communicates with in relation to the ADP-Grantee project, that ADP/The Rehma Fund have funded the project in full or in part and agrees to talk about ADP/The Rehma Fund and the work that they do. If the project is being mentioned in print, the Grantee will use the following words to describe ADP:

The Association for the Development of Pakistan (ADP) is a volunteer-driven, engaged philanthropy organization that funds carefully selected development projects run by local NGOs in Pakistan. It supports high impact projects in a range of sectors including water, education, health and energy.

The following words shall be used to describe the Rehma Fund:

The Rehma Fund for Children supports charitable causes that help children and parents deal with the emotional trauma and stress of illness and hospitalization. The Fund aims to achieve this through making compassionate healthcare more accessible to sick children in need.

The Grantee may also add specific details about ADP's work and talk about its experience working with ADP (after consulting with the ADP Media Team).

ADP is very excited about funding the Grant and is looking forward to working with Children's Cancer Foundation Trust in the future. The date on which the Children's Cancer Foundation Trust 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.



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# **Q**ssociation for the **D**evelopment of **P**akistan

# **GRANT AGREEMENT**

ASSOCIA	TION FOR THE DEVELOPMENT
OF PAKIS	STAN INC.
By:	laci wan
Name:	TARIM WASIM
Title:	TREASURER
Date:	TREASURER MAY 23, 2015

Acknowledged and agreed:

CHILDREN'S CANCER FOUNDATION TRUST

By: <u>MUMANIAN SHAMUL ASHRAF</u> Name: MUMAMIAN SHAMUL ASHRAF Title: CEO Date: 05-05-15



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### <u>Exhibit A</u>

#### Itemized project budget with estimated expense for each line item

PROCUREMENT	Unit	Rate per unit (PKR)	# units required	No. of months	Total (PKR)
Psycho Diagnostic	Lump sum				100,000
& Psycho					
Therapeutic Tools					
Bedside Baskets	Per unit	260	44	12	137,280
Chemo care kit	Per unit	1,100	58	12	765,600
Cots	Per unit	11,000	5	1	55,000
Buzzy	Per unit	10,055	3	1	30,165
Toy chest with toys	Lump sum	3,000	7	1	21,000
Magic distraction kits	Lump sum	2,500	7	6	105,000
Aquarium small	Per unit	5,000	7	1	35,000
Aquarium large	Per unit	8,000	1	1	8,000
Fish	Per unit	700	13	6	54,600
Procurement total					1,211,645
HUMAN RESOURCES	Unit	Rate per unit (PKR)	# units	No. of months	Total (PKR)
Child Life Counselor	Per month	25,000	1	12	300,000
End of life Counselor	Per month	25,000	1	12	300,000
Coordinator	Per month	15,000	1	12	180,000
Maintenance for aquariums	Per week	1,500	1	12	18,000
Human Resources					798,000
Total					
Total Project Budget					2,009,645



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# <u>Exhibit B</u>

# CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

By signing and submitting this application, the Children's Cancer Foundation 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 <a href="http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>;
    - 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 <u>http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml;</u>
    - 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.



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- 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, <u>http://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2\_en.xml&menu=MTDS</u>
      <u>G</u>); 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.



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Acknowledged and agreed:

Children's Cancer Foundation Trust

By: <u>Ill bul by</u> Name: MUHAMMAD SHAMUIL ASHRAF. Title: CEO. Date: 05.05.15



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



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# <u>Report A</u>

This report will include the details of the following staff members hired by the Psycho-oncology department:

#### (i) Child Life Counselor

Name Date of hiring Annual Salary Qualifications Job description

#### (ii) End of Life Counselor

Name Date of hiring Annual Salary Qualifications Job description

#### (iii) Coordinator

Name Date of hiring Annual Salary Qualifications Job description

The Report may also include details on any additional staff members hired by the Psycho Oncology Department and other pertinent information related to staff members of the said Department.



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#### <u>Report B</u>

This report will contain details of all items purchased as part of this project. Detailed Activity Report to include:

- (i) Item Purchased
- (ii) Date of purchase
- (iii) Date of installation/initiation
- (iv) Pictures of installed equipment
- (v) Number of patients who use the equipment
- (vi) Measured patient/caregiver satisfaction levels (summary of satisfaction feedback reports, results of control tests)
- (vii) Any other details useful in showing impact of each intervention that the staff thinks pertinent to share

In addition to the above, the Report will also include:

- (i) Results of any Thematic Apperception Tests for young and old children conducted pre and post intervention
- (ii) Details/photographs of the Pilot monthly orientation session at the Psychosocial Oncology Department along with the resulting decision.
- (iii) In case orientation session becomes an event held every month, details of 1 session per quarter
- (iv) Feedback reports (that show an improvement in the knowledge level of trainees such as volunteers, nurses, staff etc.)
- (v) Details of any research studies (controlled experiment groups) that may be conducted to ensure the resources are utilized in a cost efficient manner



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### **Report C (Details of Training courses conducted)**

Details to include:

- (i) Name of Course
- (ii) Timeline
- (iii) Names of participants
- (iv) Name and qualifications of person conducting the training
- (v) Details of training techniques used
- (vi) Targets of the training (at the beginning)
- (vii) Goals achieved
- (viii) Any other details management considers pertinent to share
- (ix) Pictures of training sessions