



December 13, 2013

Mr. Redempto Parafina
Executive Director
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 OR2013-11922

Dear Mr. Parafina:

The Revenue Watch Institute ("RWI") is pleased to inform you that it has awarded Affiliated Network for Social Accountability - East Asia Pacific Foundation Inc. (the "Grantee") a grant in the amount of \$13,000 USD for the period from January 2, 2014 through June 30, 2014 (the "Grant"). The purpose of the Grant is to compile the lessons learned, case studies and recommendations from the social accountability project into a monograph, as described in the proposal and budget dated November 25, 2013 (the "Project").

Upon receipt of the countersigned original of this Grant agreement (the "Agreement"), and provided any outstanding reporting requirements resulting from this or previous RWI grants have been satisfied, RWI will pay the Grant as follows:

Date	Amount
December 16, 2013	13,000.00 USD

Grantee's signature confirms its agreement to abide by the following terms and conditions of the Grant:

- (1) Grant funds may be used solely for religious, charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code");
- (2) Grantee shall return to RWI any portion of the Grant funds and interest thereon which are not used for the purpose of this Grant;
- (3) Grantee shall provide RWI with complete narrative and financial reports detailing the Grantee's expenditure of the Grant funds and progress made toward the goal(s) of the Grant, as follows:

Date	Report Type
August 1, 2014	Financial Final
August 1, 2014	Narrative Final

- (4) Grantee shall maintain adequate financial records consistent with generally accepted accounting practices and retain such records for at least four years after the conclusion of the Grant period;
- (5) Grantee shall permit RWI staff or representatives to conduct evaluations and audits of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records and other materials connected with the Project;
- (6) Grantee shall permit RWI, at its discretion, to include information regarding this Grant and the Grantee in its annual report and to distribute such information to third parties;
- (7) Grantee shall provide RWI with two copies of any publication funded by this grant; and to acknowledge RWI's support in the beginning of any publication (including film and electronic

publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from The Revenue Watch Institute."

- (8) Any findings, reports and other materials that result from the Project or underlying study or studies (the "Materials") will be exclusively owned by the Grantee and the Grantee therefore shall own the complete right, title, and interest, including, without limitation, the copyright, in and to the Materials. The Grantee hereby grants RWI a worldwide, fully paid-up, royalty-free, sub-licensable, and irrevocable license in perpetuity to reproduce, distribute, and publicly perform and display the Materials in any media, whether now or hereafter known. Anything to the contrary notwithstanding, the license set forth in this paragraph shall survive any termination or expiration of the Grant Agreement. Neither the Grantee nor RWI shall use, nor authorize others to use, the name, symbols, or trademarks of the other in any advertising or publicity material or make any form of representation or statement in relation to the Project or the Materials which would constitute an expressed or implied endorsement by the other of any commercial or noncommercial product or service without the prior written approval from the other.
- (9) This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts entered into in that State, without regard to choice of law rules. The Grantee and RWI agree that any and all disputes relating to this Agreement shall be finally resolved by binding arbitration, at the New York City offices of the American Arbitration Association ("AAA"), pursuant to the AAA's Rules of Commercial Arbitration. A single arbitrator will be mutually selected by the Grantee and RWI, and the parties will share equally in all arbitration costs, except that each party will be responsible for its own attorneys' fees. The arbitrator will have no power to add to, subtract from or otherwise modify this Agreement, and may not award attorneys' fees as an element of damages.

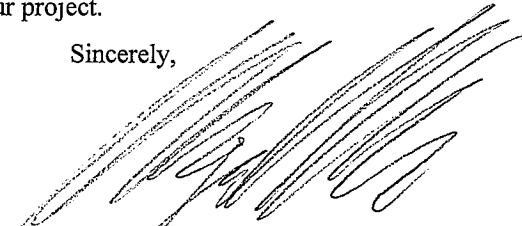
Beyond the rights and obligations specifically stated in this Agreement, RWI disclaims any legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this agreement. Furthermore, it is expressly understood that by making this grant RWI has no obligation to provide additional funding to the Grantee.

This is the entire agreement between the Grantee and RWI concerning this grant and may be modified and waived only by a written agreement between the Grantee and RWI. The Grantee acknowledges that it is not relying on any representation of RWI, except as set forth in this Agreement, and that no representations RWI may have made in the past survive.

The Grantee should direct communications and reports to Suneeta Kaimal, Deputy Director, Revenue Watch Institute, at skaimal@revenuewatch.org. Please sign below and return the executed original of this Agreement to Ruya Koman (rkoman@revenuewatch.org), keeping a copy for your records.

On behalf of RWI, may I extend my best wishes for the success of your project.

Sincerely,



Morgan Mandeville
Director of Finance and Administration

Agreed to and accepted on behalf of Affiliated Network for Social Accountability - East Asia Pacific Foundation Inc.:

Signed: _____


Redempto Parafina
Executive Director

Date: _____