

GRANT AGREEMENT



April 2, 2014

Mr. Wang Zhongping

Director

Horizon Corporate Volunteer Consultancy (Shanghai)

Room E, Floor 3, Jiafa Building B, No.57, Lane 605, Beijing West Road, Jing'an District

Shanghai, 200041

China

Dear Mr. Zhongping:

I am pleased to inform you that Give2Asia, an independent nonprofit organization, has approved a grant in the amount of US\$147,038.00 to Horizon Corporate Volunteer Consultancy (Shanghai) (the "Grantee"). This grant will support volunteer services to large communities in 12 main cities in China, in order to further expand public participation in community service and improve these communities' environments. This grant from Give2Asia is made possible by the Starbucks Fund.

This grant will support a range of community service activities in 12 cities across China based on local needs. Corporate, university student, and local volunteers will participate in a variety of community service projects, such as gardening, landscaping, painting schools, and visiting the elderly. Specifically, the funds will be used for local project implementation, supplies, costs of staff and management, and travel expenses.

This grant is made only for the purposes stated above and in accepting it, Grantee acknowledges that these funds will be used only for such purposes.

	Line Item Description	Unit Price	Unit	Exchange Rate: Amount Requested from Give2Asia (RMB)	6.1:1 Amount Requested from Give2Asia (USD)
Activities organization costs (11 cities)	11 cities Activity supplies (tools, coating, gloves, plants, flowers, brushes, car rental, drinking water)	150.00	1850	277,500.00	45,491.80
	11 cities Insurance	20.00	500	10,000.00	1,639.34
	Subtotal			287,500.00	47,131.15
Travel (11 cities)	Dongguan - Air fare: 1,700/1trip*2trips*3persons*0.8=8160 - Transportation: 300/location*10days=3000 - Lodging and meals: 400/day*10days/location*2persons=8000 - Communication: 600	19760.00	1	19,760.00	3,239.34

<p>Chengdu</p> <ul style="list-style-type: none"> - Air fare: $1,550/1\text{trip} * 2\text{trips} * 3\text{persons} * 0.8 = 7440$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	19040.00	1	19,040.00	3,121.31
<p>Chongqing</p> <ul style="list-style-type: none"> - Train: $130/1\text{trip} * 2\text{trip} * 3\text{persons} = 780$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	12380.00	1	12,380.00	2,029.51
<p>Harbin</p> <ul style="list-style-type: none"> - Air fare: $1,050/1\text{trip} * 2\text{trips} * 3\text{persons} * 0.8 = 5040$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	16640.00	1	16,640.00	2,727.87
<p>Tianjin</p> <ul style="list-style-type: none"> - Train: $65.5/\text{person} * 2\text{trips} * 3\text{persons} = 393$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	11993.00	1	11,993.00	1,966.07
<p>Dalian</p> <ul style="list-style-type: none"> - Train: $540/\text{person} * 2\text{trips} * 3\text{persons} = 3240$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	14840.00	1	14,840.00	2,432.79
<p>Fuzhou</p> <ul style="list-style-type: none"> - Train: $118/1\text{trip} * 2\text{trips} * 3\text{persons} = 708$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	12308.00	1	12,308.00	2,017.70
<p>Xiamen</p> <ul style="list-style-type: none"> - Air Fare: $1860/\text{person} * 2\text{trips} * 3\text{persons} * 0.8 = 8928$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	20528.00	1	20,528.00	3,365.25
<p>Nanning</p> <ul style="list-style-type: none"> - Air Fare: $1950/\text{person} * 2\text{trips} * 3\text{persons} * 0.8 = 9360$ - Transportation: $300/\text{location} * 10\text{days} = 3000$ - Lodging and meals: $400/\text{day} * 10\text{days}/\text{location} * 2\text{persons} = 8000$ - Communication: 600 	20960.00	1	20,960.00	3,436.07

	Changsha - Air Fare: 1370/1trip*2trips*3persons*0.8=6576 - Transportation: 300/location*10days=3000 - Lodging and meals: 400/day*10days/location*2persons=8000 - Communication: 600	18176.00	1	18,176.00	2,979.67
	Wuhan -Air Fare: 1460/person*2trips*3persons*0.8=7008 - Transportation: 300/location*10days=3000 - Lodging and meals: 400/day*10days/location*2persons=8000 - Communication: 600	18608.00	1	18,608.00	3,050.49
	Subtotal			185233.00	30,366.07
Labor cost (11 cities)	Project design and each service base development: 1. According to Starbucks characteristics and the need of service bases, design each service individually. 2. Development of 11 cities' service bases:based on the service preference of each location's volunteers, find out each service base.	1000.00	11	11,000.00	1,803.28
	Supervision and implementation of activities in 11 cities: (150-200 people) Staff: 1 project manager in each city Labor cost: 300/hour Working hours: 50hours Responsibilities: 1. Make overall activity coordination; communicate with director of each city's Starbucks to determine activity plan. 2. Make 1 on-site visit before activity starts; lead director of Starbucks to meet with each service base partner. 3. Provide preparation training before each activity 4. Arrangement and purchase of activity supplies 5. On-site supervision	15000.00	11	165,000.00	27,049.18
	Subtotal			176000.00	28,852.46
Contingency (11 cities)	(Activity organization cost+Travel fee+Labor cost)*3%	19461.99	1	19,461.99	3,190.49
	Subtotal			19,461.99	3,190.49
Tax (11 cities)	(Activity organization cost+Travel fee+Labor cost+Contingency)*6%	40091.70	1	40,091.70	6,572.41
	Subtotal			40,091.70	6,572.41
	11 Cities Activity Total			708,286.69	116,112.57
Activities organization costs (Shanghai)	Key project city - Shanghai Activity supplies (tools, coating, gloves, plants, flowers, brushes, drinking water)	366.00	300	109,800.00	18,000.00
	Key project city - Shanghai Transportation for volunteers	3,660.00	1	3,660.00	600.00
	Key project city - Shanghai Drugs	152.5	1	152.50	25.00
	Subtotal			113,612.50	18,625.00

Travel (Shanghai)	Shanghai (travel cost of Wang Zhongping) -Air Fare: 1100/person*2trips*2persons*0.8=3520 - Transportation: 300/location*10days=3000 - Lodging and meals: 500/day*10days/location*1person=5000 - Communication: 680	12200.00	1	12,200.00	2,000.00
	Subtotal			12200.00	2,000.00
Labor cost (Shanghai)	Supervision and implementation of activities in Shanghai: (300 people) Labor cost for large activities in Shanghai is charged according to services provided 1. Activity design and planning: 10000 2. Training cost: 3000 (Activity explanation and rehearsal) 3. Labor cost for activity preparation:18000 (3persons*1month*6000/person) 4. Labor cost for project implementation: 8000 (800/person*10persons) 5.Data sorting and report making:3090	42090.00	1	42,090.00	6,900.00
	Subtotal			42090.00	6,900.00
Contingency (Shanghai)		10065	1	10,065.00	1,650.00
	Subtotal			10,065.00	1,650.00
Tax (Shanghai)	(Activity organization cost+Travel fee+Labor cost+Contingency)*6%	10678.05	1	10,678.05	1,750.50
	Subtotal			10,678.05	1,750.50
	Shanghai Activity Total			188,645.55	30,925.50
TOTAL				896,932.24	147,038.07

In addition, this grant is subject to the following terms and conditions:

1. **Grant Period.** Grant funds are available beginning April 1, 2014 to May 31, 2014.
2. **Reporting Requirements.** Grantee agrees to submit all required reports, as described below. Failure to submit timely reports may result in Grantee's ineligibility to receive future grants from Give2Asia, the removal of the Grantee organization from Give2Asia's approved charities list, and notification of the Give2Asia project donor, if applicable.

A. Final Grant Report Schedule - June 30, 2014

Within one month of the close of the grant period, or prior to June 30, 2014, Grantee will submit a Final Grant Report (see attached Final Grant Report form) in *English*. The Final Grant Report will serve as the final narrative and financial report describing how the grant was used to accomplish the grant objectives and detailing all expenditures of grant funds as compared to the proposed project budget approved by Give2Asia.

3. **Grant Use and Modifications.** Grantee agrees to use grant funds solely for the charitable purpose stated above and as described in Grantee's project description and budget submitted to Give2Asia. Grantee agrees that all activities for which grant funds are used shall be conducted in accordance with all laws and regulations applicable in the location where the activities take place. If the project includes any construction activities, Grantee agrees that it will comply with all building codes and regulations applicable in the location where the construction takes place. If Grantee determines that it is necessary to modify the grant purposes for any reason or that it cannot implement the grant purposes, Grantee will notify Give2Asia in writing in advance specifying the reasons for the change in purpose and/or for any delays in the project completion. Give2Asia reserves the right to request the return of any unexpended grant funds (or donation to another specified organization) if it does not approve the change of grant purpose and/or project delay.
4. **Separate Account.** All Give2Asia grant funds received by Grantee must be maintained in a separate account dedicated to the charitable purposes described in this letter. Such a separate fund may be either (a) a physically separate bank account restricted to the described charitable purposes, or (b) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of its financial records. The account name should follow the name of the Grantee organization or project. Give2Asia encourages the deposit of grant funds in an interest-bearing account.
5. **Record Maintenance and Inspection.** Grantee must maintain records of all project expenditures for four years after the project is closed, and make its books and records available to Give2Asia for inspection at reasonable times. Give2Asia may monitor and conduct an evaluation of operations under this grant, which may include a site visit by Give2Asia to observe Grantee's program, discuss the program with Grantee's personnel and review financial and other records and materials connected with the activities supported by this grant. *Note:* Give2Asia conducts periodic and random audits of its grants and their financial reporting. These audits may be conducted by Give2Asia or another organization as determined by Give2Asia.
6. **Dissolution Requirements.** If Grantee is dissolved or if the specific program or project is discontinued, Grantee will immediately return any unexpended grant funds to Give2Asia (or donate them to another organization as specified by Give2Asia).
7. **Grant Recognition.** Grantee shall recognize the donor as Starbucks Fund at Give2Asia in all public statements, publicity, and printed materials.
8. **Grant Restrictions.** This grant may not be used, directly or indirectly to influence legislation or to support political campaigns or any other political activity; for religious proselytizing; for activities and services which discriminate on the basis of, inter alia, race, religion, color, creed, gender, age, sexual orientation, national origin, marital status, or physical or mental disability; to provide benefit to those persons or entities who recommended the grant or any other specific individual; to make any grant to an individual, other than as part of the charitable

activities in support of the grant purposes, or for any purpose that is not entirely charitable. Grantee may not re-grant any part of this grant to another organization without prior approval of Give2Asia.

Grantee certifies that it has not provided and will not provide *support or resources* to any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity; or to anyone who acts as an agent for such an individual or entity. *Support or resources* include currency or other financial instruments, financial services, lodging, training, safe houses, false documentation or identification, communication equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and any other services or physical assets. Any violation of this certification is grounds for immediate termination of this Agreement and return to the Grantor of all funds advanced to Grantee under it.

Grantee certifies that grant funds from Give2Asia are not received and will not be received by Grantee in connection with the award of business to, or the retention of business by, any grant-recommending donor or its owners, directors, officers, employees, or affiliates. Grantee further certifies that none of the grant funds will be paid, authorized, promised, or offered – directly or indirectly – in connection with any bribe or kickback, or for any other improper purpose, or in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the anticorruption laws of any country.

Grantee agrees that it shall not directly or indirectly offer to pay any money or anything of value to any government official, including employees of public educational, health, research, or other public institutions, as an improper inducement for such government official (i) to approve, reimburse, endorse, prescribe or purchase a product of the person or entity that recommended this grant, (ii) to influence the outcome of a trial, study, or regulatory process sponsored by the grantee; or (iii) to otherwise improperly benefit the business of the person or entity that recommended this grant.

Grantee agrees that it will not use grant funds to endorse any product or service, or to induce or influence others to buy a particular brand or product, unless as a legitimate and necessary part of an educational or charitable program.

9. **No earmarking; discretion and control.** Within the restrictions of Paragraph 8, Grantee retains full discretion and control over the selection process, and shall act completely independently of Give2Asia, with respect to the selection of any secondary grantee, subgrantee, vendor, or contractor, whether an individual or an entity (each a "Third-Party Recipient"), to carry out the purposes of this grant. Give2Asia has not earmarked the grant funds for any such Third-Party Recipient, and there is no agreement, written or oral, by which Give2Asia may cause Grantee to choose a particular Third-Party Recipient. The parties acknowledge that Give2Asia has not suggested the use of any particular Third-Party Recipient to Grantee.
10. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend and indemnify Give2Asia, its officers, directors, employees, agents,

and affiliates, from and against any and all claims, liabilities, losses, causes of action, damages, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, in carrying out any project or program supported by the grant, or in breaching any part of this Grant Agreement, including any injury to property or persons used or employed on or in connection with any construction funded by the grant, except to the extent that such claims, liabilities, losses, causes of action, damages, or expenses arise solely from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents. Give2Asia agrees to notify Grantee promptly in writing of any such claim, liability, loss, cause of action, damages, or expense. In the event that a judgment is entered against Give2Asia arising from any claim, liability, loss, cause of action, damages, or expenses covered by this paragraph, Grantee shall promptly post the necessary bond to prevent execution against Give2Asia property. The provisions of this paragraph and Grantee's obligations shall survive any expiration, termination, or rescission of this Grant Agreement.

11. **Governing Law and Forum.** The laws of the State of California, United States (excluding any laws that would require the application of another jurisdiction's laws), shall govern all matters arising out of or relating to this Grant Agreement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant Agreement may bring the legal action or proceeding in the United States District Court for the Northern District of California or in any court of the State of California sitting in San Francisco.
12. **Notice.** Grantee shall give Give2Asia immediate written notice of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purpose, or (c) Grantee's governing body.
13. **Audio & Visual Materials.** Grantee is encouraged to take photographs of project activities and participants and to furnish a copy of any photographs, publication, audio or video program, film or other media project produced by Grantee under this grant. Grantee agrees that Give2Asia may use any audio, visual, or written materials; Grantee's logo or trademark; and information about the grant and the Grantee in Give2Asia's periodic public reports, newsletters, and news releases.
14. **Grant Disbursement.** Give2Asia will schedule disbursement of grant funds in the way it determines best to accomplish the goals of Grantee and Give2Asia. Disbursement of grant funds is contingent upon:
 - a) the receipt of this countersigned Grant Agreement,
 - b) the availability of funds donated to Give2Asia for the purposes of this grant,
 - c) the compliance of Grantee with the terms of this Agreement, and
 - d) the timely submission of the required Grant Reports.

Payment of the grant funds will be made in full, unless otherwise specified, after receipt of the enclosed countersigned copy of this letter. Please be advised that if the signed grant agreement is not returned within 30 days, the grant will be subject to cancellation by Give2Asia.

15. **Method of Payment.** Give2Asia prefers to transmit grant funds via wire transfer of \$US to Grantee's bank account. Funds can also be disbursed via check. Please indicate your preferred method of payment.

Name of Local Bank (REQUIRED)

Address of Local Bank (REQUIRED)

Grantee Bank Account Name (at Local Bank) (REQUIRED)

Grantee Bank Account Number (at Local Bank) (REQUIRED)

Swift Code (must be 11 characters) OR ABA Number (REQUIRED) (can be obtained from your local bank)

US Intermediary Bank Name

US Intermediary Bank Address

US Intermediary Bank Swift Code or ABA Number

If Wire Transfers are Not Feasible. Give2Asia encourages grantees to request payment via wire transfers, since many local banks do not cash checks issued in foreign currencies (US\$). However, if Grantee cannot accept international wire transfers, then Give2Asia can make special arrangements to send the payment via a check to the Grantee's address as indicated below.

Alternative contact name

Alternative contact telephone number

Alternative address

16. **Acknowledgement of Receipt of Funds.** Grantee must notify their local staff contact within one week in writing or via email that funds have been received. In the absence of local staff contact, acknowledgement should be sent to Give2Asia office directly at the email below.

Give2Asia is very pleased to support your important work.

Sincerely,



Birger Stamperdahl
Interim CEO & President
Give2Asia
340 Pine Street, Suite 501
San Francisco, CA 94104
programs@give2asia.org

AGREED AND ACCEPTED:

Horizon Corporate Volunteer Consultancy (Shanghai)

By _____
(Printed Name)

(Signed Name)

Title/Position _____

Date _____