

TERMS AND CONDITIONS OF THE GRANT PROGRAMME

AS PART OF THE "PHILANTHROPIC CONSORTIUM" INITIATIVE 2024/2025 EDITION ("TERMS AND CONDITIONS")

§1

DEFINITIONS

The definitions used in these Terms and Conditions:

1.a) Philanthropic Consortium – The name of the Organiser's initiative. One of the objectives of this initiative is to establish the Grant Programme. The receipt of a grant by a given Foundation under the Grant Programme and the signing of a Grant Agreement is equivalent to that Foundation joining the Philanthropic Consortium.

1.b) Grant Programme – A programme conducted as part of the Philanthropic Consortium, enabling the implementation of selected charitable projects by providing financial support (a grant) to the Foundations submitting these projects.

1.c) Organiser or Omenaa Foundation – Omenaa Foundation, with its registered office in Warsaw, at ul. Heleny Kozłowskiej 1/43, 00-710 Warsaw, registered in the register of associations, other social and professional organisations, foundations, and independent public healthcare institutions of the National Court Register, maintained by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register, under KRS No: 0000509539, REGON: 147357946, NIP: 5272719133.

1.d) Foundation – A foundation or association as defined by the Act of 6 April 1984 on Foundations (consolidated text: Journal of Laws of 2023, item 166, as amended).

1.e) Private Foundation – A Foundation established solely by natural persons (founders).

1.f) Corporate Foundation – A Foundation in which at least one of the founders is a commercial law company.

1.g) Basic Project – A project covered by an application for a grant under the Grant Programme, submitted by a Private Foundation.

1.h) Special Project – A project covered by an application for a grant under the Grant Programme, submitted by a Corporate Foundation.

1.i) 2024 Grand Charity Auction – The prestigious charitable event, "Grand Charity Auction: Top Charity 2024", connecting the worlds of business, art, and philanthropy, organised by the Organiser in cooperation with event partners. The auction was held on 8th June 2024 in Warsaw, at the Museum of King Jan III's Palace in Wilanów.

1.j) Consortium Council – A body appointed by the Organiser, operating within the Philanthropic Consortium. The responsibilities of the Consortium Council include, among other things, analysing the applications and projects submitted by individual Foundations and determining the eligibility of Foundations for grants under the Grant Programme.

1.k) Grant Agreement – An agreement between the Organiser and a Foundation, regulating the rights and obligations of the parties in connection with the awarding of a grant. The condition for disbursing funds under the grant is the signing of the Grant Agreement.

1.l) GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation).

§2

GENERAL PROVISIONS

1. These Terms and Conditions set out the rules by which Foundations may apply to participate in the 2024/2025 Grant Programme, organised within the Philanthropic Consortium, including the rules for awarding grants and the categories of charitable projects that may be eligible for support.
2. The Organiser provides grants under the Grant Programme for the purpose of fully or partially funding projects that qualify for support.
3. Any Foundation meeting the requirements set out in these Terms and Conditions is entitled to submit a project for participation in the Grant Programme.
4. The number of grants awarded will depend on the number and quality of the submitted projects, as well as the pool of funds collected by the Organiser for supporting projects under the specific edition of the Grant Programme.

§3

CONSORTIUM COUNCIL

1. The Consortium Council consists of:
 - 1.a) Representative of the Organiser – Amma Omenaa Mensah, founder and Chairperson of the Board of Omenaa Foundation.
 - 1.b) Representative of the Philanthropic Consortium – Sylwia Dobrzycka, Chairperson of the Council.
 - 1.c) Other members – appointed by the Representative of the Organiser and the Representative of the Consortium.
2. The announcement of the Consortium Council members will take place no later than 26th July 2024, on the website: <https://konsorcjumfilantropijne.com>.
3. The number of members of the Consortium Council shall be odd.
4. The work of the Consortium Council may be supported by the recipients of the "Top Charity" awards presented at the 2024 Grand Charity Auction, acting as philanthropy advisors.

§4

FOUNDATION REQUIREMENTS AND PROJECT CATEGORIES

1. Private and Corporate Foundations are eligible to apply to join the 2024/2025 Grant Programme, provided that their representatives (i.e., founders, board members, or individuals actively supporting a given Foundation) meet one of the following criteria:

- Personal and active participation in the 2024 Grand Charity Auction, by purchasing a Contribution Brick, participating in the auction of artworks and "Emotions", or engaging as an active partner in the organisation of the 2024 Grand Charity Auction;
- Donation of items or services from the "Emotions" category for auction during the 2024 Grand Charity Auction;
- Being friends of the Omenaa Foundation through the active support of projects led by the Foundation;
- Promoting and actively supporting the idea of the Grand Charity Auction;

2. Depending on the category of the Foundation making the application, projects that may receive a grant under the Grant Programme are divided into:

2.a) Basic Projects

2.b) Special Projects

3. For a Basic Project submitted under the 2024/2025 Grant Programme, with a planned implementation cost not exceeding 50,000 PLN (fifty thousand Polish zloty), no own contribution from the submitting Foundation is required. Such a project may be eligible for a grant covering 100% (one hundred percent) of the estimated cost of implementation as indicated in the application.

4. A Basic Project submitted under the 2024/2025 Grant Programme, with a planned implementation cost exceeding 50,000 PLN (fifty thousand Polish zloty), may be eligible for a grant provided that the submitting Foundation ensures their own contribution for the project, amounting to at least 30% (thirty percent) of the estimated cost of implementation as indicated in the application.

5. A Special Project submitted under the 2024/2025 Grant Programme may be eligible for a grant provided that the submitting Foundation ensures their own contribution for the project, amounting to at least 50% (fifty percent) of the estimated cost of implementation as indicated in the application.

§5

PROJECT SUBMISSION PROCEDURE

1. The submission of projects for the 2024/2025 Grant Programme takes place online, by sending applications to the Organiser's email address:
kontakt@konsorcjumfilantropijne.com.

2. Applications are accepted in two rounds:

2.a) Round I: from 28th June 2024 to 30th September 2024, until 11:59 p.m.

2.b) Round II: from 30th September to 15th November 2024, until 11:59 p.m.

3. The project submission must include the following elements:

3.a) Identification details of the submitting Foundation, along with the following attachments:

3.a.i) A current copy of certificate from the relevant register as of the submission date;

3.a.ii) A copy of the Foundation's statutes, current as of the submission date;

3.b) Contact details of the representative(s) of the Foundation;

3.c) A description of the objectives of the submitted project, specifying whether it is a Basic Project or a Special Project;

3.d) A project budget, including the total budget and the requested funding amount, which must be utilised within a period not exceeding 9 months;

3.e) A project implementation schedule;

3.f) Information on the amount and sources of own contribution (if applicable – subject to the provisions of §4, sections 2 - 4 of these Terms and Conditions);

3.g) A statement signed on behalf of the Foundation, the template of which constitutes Annex No. 1 to these Terms and Conditions.

4. Under the 2024/2025 Grant Programme, each Foundation may submit one project.

5. Each applying Foundation has the right to request a grant in any amount, subject to the provisions of §4, sections 2 - 4 of these Terms and Conditions.

6. The Organiser shall not be held liable for the accuracy of any data or information provided in the submission.

7. The Organiser has the right to contact each submitting Foundation to obtain information necessary for evaluating the application, provided that applications containing formal deficiencies or not meeting the criteria set out in these Terms and Conditions will not be considered.

§6

GRANT AWARDING

1. The selection of projects qualified to receive grants shall be made by the Consortium Council, following the evaluation of properly submitted applications. In its evaluation, the Consortium Council shall be guided by the provisions of these Terms and Conditions, analysing the social utility and innovativeness of the project, as well as whether the project aligns with the principles and values of the Organiser.

2. The Consortium Council selects projects qualified to receive grants during a meeting, through open voting, by a simple majority of the votes of the members of the Consortium

Council present at the meeting. All members of the Consortium Council have equal voting rights.

3. Foundations qualified to receive grants under the 2024/2025 Grant Programme will be announced:

3.a) For Round I: by 30th October 2024;

3.b) For Round II: by 30th November 2024.

4. Priority for receiving grants will be given to Private Foundations and their submitted Basic Projects, as mentioned in §4, section 3 of these Terms and Conditions. Applications for such projects will be considered first.

5. Projects that meet the following criteria will receive additional priority:

5.a) Aims to support the education or health sector;

5.b) The target group consists of children and young people up to the age of 25 or elderly individuals over the age of 70;

5.c) The project scope has a local dimension.

6. The grant may be awarded in an amount different from the requested amount. The decision in this matter rests with the Consortium Council.

7. The amount of own contribution may be modified depending on the project. The decision in this regard also rests with the Consortium Council.

8. A condition for a Foundation to receive the grant for which it has been qualified is the signing of the Grant Agreement, following the template provided by the Organiser. The signed Grant Agreement must be submitted in two copies to the address of the Organiser, as specified in §1, point 1.c) of these Terms and Conditions, within 1 month of receiving information about the grant award.

9. Failure to comply with the condition specified in section 6 above will result in automatic removal from the list of beneficiaries of the Grant Programme.

10. The implementation of the project awarded with a grant will take place in accordance with the Grant Agreement and the terms specified therein.

11. During the implementation of each project covered by a grant, the Foundation implementing it shall be required to report on the progress of the project every 3 months. For projects lasting less than a year, the Foundation shall be required to provide a report on the project's completion upon its conclusion. Additionally, upon request by the Organiser, the Foundation shall be obliged to present a status report regarding the project's implementation, covering the period up to the day of receipt of the Organiser's request.

12. Upon completion of the project covered by a grant, the Foundation must settle the project, including, among other requirements, providing photo and video materials.

13. If such an obligation arises from legal regulations, the Foundation is required to pay all related tax and civil liabilities arising from the awarded grant.

14. The detailed rules for reporting and settling a given project shall be provided in the relevant Grant Agreement.

§7

PERSONAL DATA PROCESSING

1. Considering the applicable regulations on personal data protection, including the GDPR, the Organiser informs that:

1.a) The Organiser is the data controller of the personal data provided by Foundations as part of submissions made in accordance with these Terms and Conditions.

1.b) Contact with the Organiser is possible via traditional mail (correspondence address: ul. Fryderyka Joliot-Curie 28, unit U1, 02-646 Warsaw) as well as via email (email address: kontakt@omenaafoundation.com).

1.c) Personal data provided in connection with submissions made in accordance with these Terms and Conditions shall be processed for the following purposes:

1.c.i) Evaluating submissions and awarding grants, in accordance with the provisions of these Terms and Conditions;

1.c.ii) Contacting and handling, pursuing, and defending any mutual claims that may arise;

1.c.iii) Fulfilling legal obligations, including those arising from tax law regulations;

1.d) The legal basis for the Organiser's processing of personal data provided in connection with the submission by a Foundation, for the purposes indicated in point 1.c above, is as follows:

1.d.i) Consent to the processing of personal data for the purpose of evaluating submissions and awarding grants (in accordance with Article 6(1)(a) of the GDPR);

1.d.ii) Performance of the Grant Agreement, in the case of a grant award (in accordance with Article 6(1)(b) of the GDPR);

1.d.iii) The legitimate interests of the Organiser—for handling, pursuing, and defending any mutual claims that may arise (in accordance with Article 6(1)(f) of the GDPR);

1.d.iv) Compliance with legal obligations, including those arising from tax law (in accordance with Article 6(1)(c) of the GDPR);

1.d.v) Fulfilment of the statutory tasks of the Organiser necessary for the performance of tasks carried out in the public interest (in accordance with Article 6(1)(e) of the GDPR);

1.e) In connection with the processing of personal data by the Organiser for the purposes mentioned above, such data may be transferred to collaborators and partners of the Organiser, as well as entities providing legal, marketing, accounting, and IT services to the Organiser.

1.f) The provision of personal data is voluntary but necessary for applying for a grant and, if awarded, for signing the Grant Agreement and receiving benefits. Refusal to provide personal data will prevent the implementation of the Grant Programme's objectives.

1.g) Personal data will be processed for the period necessary for the execution of the recruitment process for the Grant Programme and, if signed, the Grant Agreement, as well as until the settlement and expiry of mutual claims, and for the period required to fulfil public-law obligations imposed on the Organiser.

1.h) Personal data will not be transferred to entities outside the European Union or the European Economic Area, nor to international organisations, unless necessary for the fulfilment of the Grant Programme's objectives. The Organiser will ensure that in every case, the transfer of personal data to foreign entities or international organisations complies with the applicable legal regulations and guarantees data security. In such a case, the Organiser may request separate consent to transfer data to a third country—this applies to transfers to countries that do not provide a level of personal data protection equivalent to that in the European Union.

1.i) In the cases and to the extent specified by the GDPR, individuals whose personal data is processed by the Organiser have the right to request from the Organiser access to their personal data, its rectification, deletion, or restriction of processing, as well as the right to object to the processing and the right to data portability.

1.j) Individuals whose personal data is processed by the Organiser have the right to withdraw consent for the processing of personal data at any time. The withdrawal of consent shall not affect the lawfulness of data processing conducted by the Organiser before the consent was withdrawn.

1.k) In the event of any irregularities related to the processing of personal data by the Organiser, individuals whose data is processed have the right to lodge a complaint with the President of the Office for Personal Data Protection, whose contact details are available at: <https://uodo.gov.pl/pl/p/kontakt>.

1.l) Personal data will not be used for making decisions based solely on automated processing, including profiling.

2. Individuals representing the respective Foundations in connection with submitting projects to the Grant Programme voluntarily consent to being contacted by the Organiser in relation to participation in the submission review process—using the email addresses and phone numbers provided during the application process described in these Terms and Conditions.

§8

FINAL PROVISIONS

1. At no stage during the acceptance and evaluation of project submissions is the Organiser obligated to provide Foundations with a justification for awarding or not awarding a grant to a particular Foundation.

- 2.** Submission of a project in accordance with §5 shall be equivalent to having read and accepted these Terms and Conditions.
- 3.** In matters not regulated by these Terms and Conditions, decisions shall be made by the Organiser.
- 4.** Any doubts regarding the provisions of these Terms and Conditions shall be clarified by the Organiser.
- 5.** These Terms and Conditions shall be in force from the date of publication on the website: <https://konsorcjumfilantropijne.com>.
- 6.** The Organiser reserves the right to amend the provisions of these Terms and Conditions at any time. Any changes will be made in the form of annexes to these Terms and Conditions, dated and published on the website indicated in section 5. The amended Terms and Conditions shall be effective from the date specified in their content, but not earlier than the date of their publication.

ANNEX 1

STATEMENT

Acting on behalf of and for the benefit of the foundation

_____, with its registered office at _____, registered in the register of associations, other social and professional organisations, foundations, and independent public healthcare institutions of the National Court Register maintained by the District Court of _____, ___ Commercial Division of the National Court Register, under KRS No.: _____, NIP No.: _____, REGON No.: _____ ("**Foundation**"), I hereby declare that the Foundation:

- conducts its activities in accordance with the principles of ethical and responsible conduct accepted in the country, the EU, and worldwide, respecting human rights, particularly children's rights, as well as environmental protection principles and sustainable development;
- has operated since its establishment in compliance with all applicable statutory laws, executive regulations, administrative decisions, or other binding regulations adopted in the country, the EU, and worldwide, and has not received any written notice of potential or actual non-compliance with the applicable regulations;
- in its activities, neither the Foundation nor, to the best of the Foundation's knowledge, the members of its bodies, employees, collaborators, and representatives engage in or accept any actions that may exhibit the characteristics of corruption, bribery, influence peddling, or any other forms of unlawful or unethical influence, including, in particular, giving, promising, offering, accepting, or demanding the provision of illegal financial or personal benefits;
- exercises due diligence in organising its activities, maintains appropriate oversight over such activities, and verifies the actions of entities/persons acting on its behalf or in its interest, as well as those cooperating with it, including employees, collaborators, representatives, agents, and partners.

Signature: _____

Name and Surname: _____

Position: _____