



THE ROTARY FOUNDATION

of Rotary International

1560 Sherman Avenue

Evanston, IL 60201-3698 USA

MATCHING GRANT AGREEMENT FORM

MATCHING GRANT #58859

This Matching Grant Agreement ("Agreement") is entered into by and between Rotary Club of Dushanbe, Rotary Club of LaBelle ("The Partners") and The Rotary Foundation of Rotary International ("TRF"). TRF agrees to pay the Partners a Matching Grant in the total amount of US\$33,700.00 to help provide safe clean water to 9 villages of about 10,000 people in Tajikistan. In consideration of receiving this Matching Grant from TRF, the Partners acknowledge and agree that:

- 1) The Partners have each received and read a copy of the Terms and Conditions of Matching Grant Award and will abide by all terms and conditions set forth therein.
- 2) Rotary Club of LaBelle will coordinate the project internationally. Rotary Club of Dushanbe will coordinate the project locally. In addition, the Partners will ensure that the following contributions are submitted: Rotary Club of Rockville, US\$1,500.00; and Rotary Club of Dade City, US\$500.00; and Rotary Club of Gulf Beaches, US\$1,000.00; and Rotary Club of Seminole, US\$1,000.00; and Rotary Club of Lake Worth, US\$1,000.00. The following districts will provide SHARE (DDF) Fund contributions: D-6560, US\$3,000.00; D-6930, US\$1,000.00; D-6950, US\$5,000.00; and D-6960, US\$22,200.00. Any amount received in excess of the aforementioned contributions will automatically be counted as general giving to The Rotary Foundation and will not be applied to Matching Grant #58859.
- 3) All Matching Grant funds provided by TRF for this project shall not be used for any purposes other than those approved by TRF. TRF shall be entitled to receive reimbursement for any and all funds deposited with, held by, or otherwise contributed to either or both of the Partners that are spent for unapproved purposes as well as any funds used to benefit a Rotarian or Rotary entity. In addition, TRF reserves the right to audit the project at any time and suspend any or all payments if in its sole discretion progress is not considered to be satisfactory.
- 4) The Partners will keep TRF informed on the project's progress by submitting progress reports every twelve months during the implementation of the project. The Partners will immediately inform TRF of any significant problems with the implementation of the project or deviations from the project, including deviations in the budget. The Partners will submit the final report with complete financial accounting within two months of the project's completion.
- 5) The Partners shall defend, indemnify, and hold harmless RI, TRF, their respective directors, trustees, officers, and employees (collectively "RI/TRF") from any and all damages, losses, judgments, costs, fines, awards, liabilities, or expenses, including without limitation reasonable attorney's fees and costs of litigation, asserted or recovered from RI/TRF, that result or arise directly or indirectly from the project including any acts or omissions of the Partners.

6) The entire responsibility of TRF is expressly limited to payment of US\$33,700.00 plus all SHARE fund contributions. Neither RI nor TRF assumes any further responsibility in connection with this project.

7) TRF reserves the right to cancel this Agreement without notice upon the failure of either or both of the Partners to abide by terms set forth in this Agreement and the Terms and Conditions of Matching Grant Award. Upon cancellation, TRF shall be entitled to a refund of any Matching Grant funds, including any interest earned, that have not been expended pursuant to the terms and conditions of the approved Matching Grant project at the time of cancellation.

8) This Agreement will automatically terminate in the event of the failure of either or both of the Partners to comply with the Matching Grant Terms and Conditions or this Agreement due to an act of God, strike, war, riot, civil unrest, hurricane, earthquake or other natural disasters, acts of public enemies, or any reason beyond the reasonable control of the parties. In such an event, the Partners shall refund to TRF all unexpended Matching Grant funds within 30 days of termination.

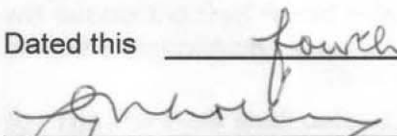
9) This agreement is governed by the laws of the State of Illinois, USA. Any action brought in connection with this Agreement shall be filed in the County of Cook, State of Illinois, USA. The Partners agree to submit to the jurisdiction of the Circuit Court of Cook County for the State of Illinois.

10) Payment of this grant will be made in installments based upon an acceptable spending plan. The first installment will be released when a spending plan is received and all pre-payment requirements have been fulfilled; subsequent installments will be released upon an acceptable progress report, including financial accounting, for funds previously received.

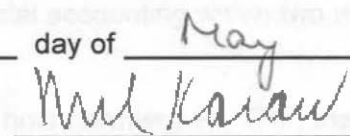
Payment of this grant is also contingent upon receipt of an acceptable publicity plan detailing how the project will be properly publicized.

Closure of this grant is contingent on receiving an Independent Financial Review.

By signing below, I certify that my Rotary club/district acknowledges and accepts the terms and conditions of this Agreement and the Matching Grant Award and Acceptance.

Dated this fourth day of May 2006


President
Rotary Club of Dushanbe



President
Rotary Club of LaBelle

Staff Initials JR