

**WORLD
MONUMENTS
FUND**

PROJECT AGREEMENT

for

Digitization of Two Collections within the State Archive of Kyiv Oblast

July 25, 2022

I. ORGANIZATIONS

This Project Agreement is executed by and between:

World Monuments Fund (herein referred to as **WMF**), with an address at 600 Fifth Avenue, 25th Floor, New York, New York, USA 10020

AND

State Archive of Kyiv Oblast (SAKO) located at 38-40, Yuriya Illenka str., 04119 Kyiv, Ukraine.

The State Archives of Kyiv Oblast is the largest archival institution in Ukraine, storing more than 2.5 million cases that reflect the history of the Kyiv region from middle of the seventeenth century to the present. WMF will provide financial support to SAKO to digitalize two collections: the Department of State Registration of Civil Status Acts of the State Registration Office of the Main Territorial Department of Justice in the Kyiv Region (1919-1943), and the Collection of Maps and Drawings of the Kiev Province (1782-1919).

The State Archives of Kyiv Oblast is an independent contractor. The State Archives of Kyiv Oblast is not an employee, agent or representative of WMF nor is the State Archives of Kyiv Region and WMF engaged in a relationship classifiable for legal purposes as a partnership or joint venture. The State Archives of Kyiv Oblast does not have any authority to create or assume any obligation on behalf of WMF (or hold themselves out as having such authority) without the prior written consent of WMF. WMF accepts no responsibility for any third-party claim that may arise as a result of the State Archives of Kyiv Oblast's performance or non-performance of its duties under this Agreement or its conduct of the Project. Any and all taxes imposed in connection with the amounts disbursed to the State Archives of Kyiv Oblast pursuant to this Agreement will be the sole and exclusive responsibility of the State Archives of Kyiv Region.

II. PROJECT TERMS

A. Scope of Work and Responsibility

The Project will be undertaken in accordance with the work plan and budget outlined below. WMF and SAKO will cooperate with respect to the undertaking of the project. WMF will provide funds in accordance with the terms and conditions of this MOU. SAKO agrees to implement the Project, and purchase the necessary materials in accordance with the scope outlined in the project description. SAKO will submit to WMF project information and reports per the requirements outlined in this MOU. The results of this project may be published in WMF website.

The Project will focus on the digitization of two collections within the State Archive of Kyiv Oblast. The first collection will be from the Department of State Registration of Civil Status Acts of the State

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Registration Office of the Main Territorial Department of Justice in the Kyiv Region (1919–1943); and second collection will be the collection of Maps and Drawings of the Kiev Province (1782-1919).

The term of this Agreement commences on **July 25, 2022** and terminates on **February 25, 2023**, seven months after its commencement. This agreement may be terminated at any time, for any reason, by either the WMF or SAKO upon thirty (30) business days written notice. The notice of termination shall be sent by postal or electronic mail.

The Project will be undertaken in accordance with the work plan and budget outlined in Attachment A. WMF and the State Archive of Kyiv Oblast will cooperate with respect to the undertaking of the project. WMF will provide funds in accordance with the terms and conditions of this Agreement and the State Archive of Kyiv Oblast will manage the Project.

The State Archive of Kyiv Oblast will submit to WMF project information and reports per the requirements outlined in Attachment B. Attachments A and/or B may be modified, augmented or replaced by one or more additional Attachments and affixed to this Agreement.

B. Reporting Schedule

In addition to the project outcomes described in the scope of work, SAKO is required to provide a final report following the finalization of the digitization of both collections, describing work completed, financial report, and photographs that illustrate the work conducted.

C. WMF Obligations

The obligations and responsibilities of WMF shall only be those expressly stated in this Project Agreement, and related Attachments.

D. Jurisdiction over Site

SAKO is responsible for securing any necessary permission from government agencies or other organizations having jurisdiction over the site(s) and facilities involved in this project.

III. TERMS & CONDITIONS OF PAYMENT

A. Project Funding

For the scope described in this Agreement, WMF will support the project as outlined in the work plan and budget in Attachment A, in the total amount of **US\$ 32,959.40**.

B. Report Review and Disbursement of Funds

The disbursement of funds is contingent upon the following:

US\$29,459.40

Upon signing this Agreement

US\$3,500.00

Upon receipt of final report

C. Payment Method

Payment shall be made by wire transfer, in accordance with the WMF Payment Method Form (Attachment C), and WMF shall be entitled to rely on such instructions until such time as SAKO notifies WMF in writing of alternative wire transfer instructions. SAKO is responsible for any wire transfer fees incurred.

If SAKO has not been paid by WMF previously or has not been paid by WMF in the last two years, it will be necessary to complete a U.S. IRS income tax withholding form. Payments cannot be made until a W-9 form (for U.S. Individuals or Businesses) or a W-8BEN-E form (for Non-U.S. Entities) is submitted. A W-9 form can be downloaded here <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and Form W-8BEN here <https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

D. Third Party Payment

Under certain circumstances, when requested, WMF at its discretion will agree to distribute funds to a third party vendor or contractor, designated by the SAKO, for the purposes of executing the project's scope of work. If requesting this action, the SAKO authorizes the third party as the beneficiary for the receipt of funds. This party will be identified in the WMF document titled, *PAYMENT METHOD FORM*, provided to the SAKO at the beginning of the project. The authorization of a payment to a third party on behalf of the SAKO does not release the SAKO from any obligation or responsibility stated in this agreement. Payment to a third party on behalf of the SAKO as authorized by them is strictly an administrative service provided by WMF.

IV. TERMS & CONDITIONS OF WMF FUNDS

WMF and SAKO agree to the following terms and conditions:

A. Use of Funds

SAKO shall use funds only for the purposes specified. Funds shall be kept in a separate account or sufficient records shall be maintained to ensure that such funds are not overtly or inadvertently used for any other purpose. SAKO shall maintain records of receipts and expenditures regarding the award for at least four years following completion of the project and shall make such records available to WMF upon request. In addition, WMF (or at its election, its accountants, attorneys or other agents) will have the right to inspect and review the Funding Recipient's books and records to determine compliance with the terms and conditions of this Agreement. Any change in the Project outlined in Attachment A must be approved by WMF staff in writing prior to implementation of work. Any portion of the funds not used for the purposes described in Attachment A shall be repaid to WMF. In addition to the foregoing restrictions, for the avoidance of doubt, SAKO shall not use WMF funding for the following:

To carry on propaganda or otherwise attempt to influence legislation;

To influence the outcome of any specific public election or carry on, directly or indirectly, any voter registration drive; and

To undertake any other activities with funding other than those outlined in this Agreement and subsequent Attachments; and

To conduct business with an individual or entity listed on the U.S. Office of Foreign Asset Control (OFAC) *Specially Designated Nationals (SDN) and Blocked Persons List* (www.ustreas.gov/ofac), as per the U.S. Patriot Act (October 2001).

B. Termination of Award

WMF and SAKO shall have the right to terminate this Project Agreement for cause upon thirty (30) days written notice to the other parties. Cause includes failure of one or more partners to abide by the terms of the Agreement and relevant Attachments.

C. Insurance

SAKO is responsible for securing any required liability compensation insurance for the Project and for maintaining property insurance for buildings occupied during the Project.

D. Indemnification

WMF and SAKO agree to indemnify and hold the other harmless and any operating activity, program, officer, Trustee, employee or agent of their respective institutions from and against any and all claims, costs and liability, including attorneys' fees, arising out of their negligence or breach of duties hereunder. WMF and SAKO shall be responsible for insurance coverage for their respective employees. Each party understands that it is not insured by the insurance policies of the other party.

E. Public Relations and Acknowledgements

All press releases and public relations materials related to the Project shall be coordinated through WMF. SAKO agrees to publicly acknowledge WMF in any public statements or published information about the Project. Public acknowledgements shall indicate that the Project has been made possible, in part, by World Monuments Fund®. World Monuments Fund® is a U.S. registered service mark and should not be translated into other languages.

F. Use of Project Materials

WMF and SAKO agree to share all project-related information including, but not limited to, images, reports, drawings, project descriptions, etc. for publication, exhibition and other public education and outreach activities. To the extent either party is the owner of the copyright in or to such materials, such party hereby grants to the other party a non-exclusive, royalty-free, fully-paid-up, worldwide license, throughout the term of copyright, to use such materials solely in connection with the licensee's educational activities (e.g., audio-visual presentations, books, magazines, journals, newsletters, exhibitions, pamphlets, brochures, and websites) pertaining to historic preservation and conservation. In all cases, SAKO and WMF must recognize each other as partners in this work, and SAKO shall acknowledge WMF's contribution when appropriate.

No publication for which the content has been created through research, investigation and conservation supported by WMF may be produced without advance approval from WMF. If WMF provides written confirmation that a consultant may publish materials, the consultant agrees to include in the publication:

- WMF's logo (please see Attachment D for additional information)
- An appropriate acknowledgement statement (in consultation with WMF Project Manager)
- A bilingual component or suitable English summary
- If the publication is not in English, WMF must be provided with a summary of the content and confirmation that WMF is appropriately recognized

WMF is committed to advancing knowledge in the field. WMF retains the right to utilize information and images in reports to further WMF's mission, improve access to information on projects in which WMF is engaged, and assist in fundraising activities. All materials submitted to WMF may be published in full or excerpted in print or electronic media for the purposes of describing WMF's work or the results of a given project. To fulfill WMF's non-commercial, educational mission, the organization may create abstracts to assist researchers in finding useful information and posting those abstracts to scholarly tools such as AATA. WMF maintains partnerships with other non-commercial educational agencies such as ARTstor and CyArk to provide free, educational access to information, images, and digital documentation resulting from WMF projects. WMF retains the right to distribute project materials and images for such purposes. For this reason, images and other materials submitted to WMF must be free of copyright restrictions, and any and all sources of information or images that are not original work must be cited in the report. If the report is to be published in print or online, it is the responsibility of the SAKO to secure the usage rights for the images or other materials.

V. GENERAL TERMS & CONDITIONS

A. Governing Law

This Agreement will be governed by and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York and without regard to New York's principles of conflicts of law, and each of the parties agrees to submit to the exclusive jurisdiction of the State of New York and agrees to venue in the State of New York for any and all matters regarding enforcement or interpretation of this Agreement.

B. Entire Agreement

This Agreement sets forth the parties' final and entire agreement with respect to its subject matter and supersedes any and all prior understandings and agreements, whether written or oral.

C. Headings

The headings in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

D. Effect of Provisions

If any term or provision of this Agreement will, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement will not be affected thereby and will be valid and be enforced to the fullest extent permitted by law.

E. Notice

Any notice or other communication under this Agreement will be in writing and will be considered given when delivered personally or mailed using a method of delivery that can provide evidence of receipt, to the parties at their respective addresses set forth above or at such other address as a party may specify by notice to the other in accordance with this provision.

F. Amendment

This Agreement may be amended only by a written agreement signed by both parties. No waiver of a breach of any term of this Agreement will be deemed a waiver of any subsequent breach of that term or any other term or a general waiver.

G. Assignment of Rights

The eligibility or right of the SAKO to receive WMF funds pursuant to this Agreement may not be

assigned to any third party without the prior written consent of WMF.

VI. COMMUNICATIONS

SAKO primary contact and responsible for communication and reporting:

Sophia Kameneva

Director

State Archive of Kyiv Oblast

38-40, Yuriya Illenka str., 04119,

Kyiv, Ukraine

s.kameneva@ukr.net

+38 067 437 42 54

WMF primary contact responsible for communications and questions regarding project development:

Kateryna Goncharova

Ukraine Heritage Crisis Specialist

World Monuments Fund

600 5th Avenue, 25th Floor

New York, NY 10020

kgoncharova@wmf.org

Javier Ors Ausín

Program Manager

World Monuments Fund

600 5th Avenue, 25th Floor

New York, NY 10020

jorsausin@wmf.org

VII. ATTACHMENTS TO PROJECT AGREEMENT

Attachment A: Scope of Work and Budget

Attachment B: Project Reporting Requirements

Attachment C: Payment Method Form

Attachment D: WMF Logo for Sponsor Recognition

By signing below, SAKO has read and understood all Articles and Attachments included in this agreement and by accepting the agreement acknowledges their intention to comply with these principles.

Christopher Jeannopoulos,
Chief Financial & Administrative Officer
World Monuments Fund

Sophia Kameneva
Director
State Archive of Kyiv Oblast


Signature & Date

8/2/22


Signature & Date

08-04-2022

Attachment A: Project Scope of Work and Budget

• OUTLINE OF PROJECT SCOPE OF WORK

Both collections for digitization are kept in the State Archive of Kyiv Oblast. To ensure the high quality of digitized data, SAKO will work with a private entity, Archival Informational Systems (AIS, www.arinsy.com), which has been in operation for seventeen years and owns a digitization facility with professional equipment and staff. The archive has previously worked with AIS for digitization projects and had a positive experience.

Collection 1: Department of State Registration of Civil Status Acts of the State Registration Office of the Main Territorial Department of Justice in the Kyiv Region (1919–1943) – Fund № Ф-5634 of the State Archives of Kyiv Oblast.

This collection of documents is composed of 3,723 books dating from 1919 to 1943 and containing information on local intangible cultural heritage and everyday life about citizens in the region in the form of birth certificates, marriage documents, and death records. This collection also includes documentation about family ties and property ownership that is an invaluable source for historical, demographic, statistical, social, and genealogical research. The documents of the collection are generally in stable condition and do not require conservation prior to digitalization.

Scanning will be carried out using professional equipment for digitizing archival and library collections, such as the A2 scanner Zeutschel OS 12002 Advanced, which have special cradles and clamping glass that do not harm historic documents. The process of digitization will be organized in situ at the Archive.

Timeframe for collection 1 is estimated to 5-7 months, once the project begins.

Collection 2: Collection of Maps and Drawings of the Kiev Province – Fund № Ф-1524 of the State Archives of Kyiv Oblast.

Dating from 1782 to 1919, this collection contains 3,197 cases of unique architectural drawings and maps. The documents include historic maps, plans of villages, towns, cities, administrative units, forest areas, military settlements, peasant households, church lands of the Kiev province, and general maps of povits (administrative units) and provinces, and maps of Kyiv and its districts.

The documents have a non-standard size (A2: 65%, A1: 5%, A0: 5%, 170x120cm: 10%, over 170x120cm: 15%), requiring the use a large-scale scanner.

Untreated materials that may run the risk of damage if moved will be scanned in situ. Scanning will be carried out by Archival Informational Systems using professional equipment for digitizing archival and library collections. For A2+ format, they will use the A2 scanner Zeutschel OS 12002 Advanced; for A1+ format, they will use the Zeutschel OS 14000 – planetary scanners with special cradles and clamping glass, cold light (without UV and IR components); and for A0+ format, they will use Colortrac Smart LFSC 42. Special software that ensures high accuracy of alignment of parts of the image will be used.

Timeframe for collection 2 is estimated to 3 months once the project begins.

• PROJECT BUDGET

	No	Title	Price (\$US)	Qty	Cost (\$US)
Fund № Ф-5634 Department of State Registration of Civil Status Acts of the State Registration	1	Scanning of pages of disassembled books (cases)	0.06875	187,000	12,856.25
	2	Scanning of pages in sewn books (cases)	0.075	46,800	3,510
	3	Preparation of documents for scanning (selection of documents in archives, issuance to the executor for scanning, checking the numbering of sheets, filling out certificate sheets, minor repairs of sheets)	0.02187	233,800	5,113.206
Subtotal (Fund № Ф-5634)					21,479.46
Fund № Ф-1524 Collection of maps and drawings of the Kiev province (1782-1919)	1	Scanning of maps A2+ (max 460x622 mm)	0.140625	2,077	292.078
	2	Scanning of maps A1+ (max 860x600 mm)	0.271875	160	43.5
	3	Scanning of maps A0+ (width less than 106 mm)	1.9875	160	318
	4	Scanning of maps - format max 170x120 mm	1.3	320	414
	5	Scanning of maps - format more than 170x120 mm	9.6875	480	4650
	6	Scanning of the cover	0.06875	3037	208.794
	7	Scanning of the cover separately from the content	0.1125	160	18
	8	Assembling of scanned images 4 into 1	0.88125	320	282
	9	Assembling of scanned images 6-8 into 1	1.7625	240	423
	10	Assembling of scanned images more than 8 into 1	2.64375	240	634.5
	11	Preparation of documents for scanning (selection of documents in archives, issuance to the executor for scanning, checking the numbering of sheets, filling out certificate sheets, minor repairs of sheets)	1.3125	3,197	4,196.06
Subtotal (Fund № Ф-1524)					11,479.94
Total (Two Funds Combined)					32,959.40

Attachment B: Project Reporting Requirements

SAKO agrees to submit all required reports and ancillary documentation in electronic format, either by e-mail, CD, or a ShareFile site (one can be provided by WMF if needed), per the schedule described in Section II. B and below:

November, 2022	Mid-term project report, once collection 1 is completely digitized
February, 2023	Final project report, once collection 1 and 2 are completely digitized

Pre-Project Report

In order to assess the outcomes and success of WMF-supported projects, site information must be submitted before the project begins, to serve as a baseline for evaluation. Requirements for this report include:

Program manager will determine the information to be collected regarding existing conditions at the site, existing tourism data, or other metrics, to assist in post-project evaluation/demonstration of outcomes and impacts.

Photographic Documentation: Provide a minimum of fifteen (15) general and detailed photographs of the site prior to interventions supported by WMF.

Each image must be submitted as an individual file. Images embedded within PowerPoint, Word, PDFs, or other documents are not acceptable. Images should be single images, rather than montages, and be free of text.

Each image must be numbered and correspond to an image documentation sheet that lists the following information for each image:

Country

Site Name

Caption: (describing the image content, such as "East façade of Building Three with fire damage")

Image Date: (year when the image was taken, include month if possible)

Photographer: (name of the photographer, institution, or organization)

Images should be in JPEG and TIFF formats only. The minimum resolution is 300 dpi and the minimum dimensions should be approximately 5 x 7 inches.

All images submitted to World Monuments Fund (WMF) must be free of copyright restrictions. All reproduction rights, releases, and permissions are the responsibility of the submitter. If photographer is unknown or cannot sign, submitter takes full responsibility. Images submitted become the property of WMF and will not be returned.

Attachment B: Project Reporting Requirements (cont'd)

Credits for images used in WMF or other publications will read: "[photographer and/or institution/organization]/World Monuments Fund]." If no photographer or institution/organization is provided in the image documentation, credit will read: "World Monuments Fund."

Any and all sources of information, text, and/or images that are not original work must be cited in the project reports.

Other Graphic Documentation: Provide any other drawings, survey reports, video or electronic products showing existing conditions and/or plans for the project.

Additional Funding Sources: Describe any additional funding received for the project that will augment the support provided by WMF. Provide the following information:

Name of the funding source
The amount of money awarded
The month and year of award

Mid-term and Final Project Reports

These reports shall include the following:

Project Narrative:

Mid-term Project Report: Describe the progress made toward accomplishing the Project, including completed work items, outstanding work items, findings and assessments, and any other relevant information related to the Project aims and efforts. Changes in the original approved scope of work must be reviewed and approved by WMF in writing, refer to item II.A of this Agreement.

Final Project Report: Provide a summary of the project and all work completed.

Schedule:

Mid-term Project Report: Please provide an updated work schedule indicating progress and anticipated project completion date.

Final Project Report: Not Applicable

Financial Accounting (For both Mid-term and Final Reports): Please provide a summary of how funds have been spent to date, along with a report of expenditures that reflects the budget as presented in Attachment A. Expenditure reports must be submitted electronically in Microsoft Excel format, unless otherwise approved. Do not send hard copies of receipts.

Additional Funding Sources (For both Mid-term and Final Reports): Describe any additional funding received for the project that will augment the support provided by WMF. Provide the following information:

Name of the funding source
The amount of money awarded
The month and year of award

Attachment B: Project Reporting Requirements (cont'd)

Photographic Documentation (For both Mid-term and Final Reports): Each image must be submitted as an individual file. Images embedded within PowerPoint, Word, PDFs, or other documents are not acceptable. Images should be single images, rather than montages, and be free of text.

Each image must be numbered and correspond to an image documentation sheet that lists the following information for each image:

Country

Site Name

Caption: (describing the image content, such as "East façade of Building Three with fire damage")

Image Date: (year when the image was taken, include month if possible)

Photographer: (name of the photographer, institution, or organization)

Images should be in JPEG and TIFF formats only. The minimum resolution is 300 dpi and the minimum dimensions should be approximately 5 x 7 inches.

All images submitted to World Monuments Fund (WMF) must be free of copyright restrictions. All reproduction rights, releases, and permissions are the responsibility of the submitter. If photographer is unknown or cannot sign, submitter takes full responsibility. Images submitted become the property of WMF and will not be returned.

Credits for images used in WMF or other publications will read: "[photographer and/or institution/organization]/World Monuments Fund]." If no photographer or institution/organization is provided in the image documentation, credit will read: "World Monuments Fund."

Any and all sources of information, text, and/or images that are not original work must be cited in the project reports.

Mid-term Project Report: Provide a minimum of twenty-five (25) general and detailed photographs of the site/project, including images of the field work in progress, members of the project team at work, local engagement, and conditions within the community.

Final Project Report: Provide a minimum of twenty (20) general and detailed photographs of the field work in progress, members of the project team at work, local engagement, and a minimum of twenty (20) images of the completed work at the site, per the specifications noted above.

Video Documentation (Final Report only): Provide a minimum of 15 minutes of raw or edited video of project efforts, including team members working at the site, project meetings, views of the site, etc.

Other Documentation (For both Mid-term and Final Reports): Provide any other plans, drawings, survey reports, video or electronic products produced as part of the project.

Publicity (For both Mid-term and Final Reports): Provide the following associated with the project:

Information (including dates and a brief description) on upcoming events such as press conferences, ribbon-cutting ceremonies or milestone celebrations

Web site URLs

Copies of newspaper or magazine articles

Photo of any new signage at the site mentioning WMF

Attachment C: Payment Method Form

FOR BANK TRANSFERS.

Before completing this form, please review the requested information with your beneficiary bank. If your bank requires additional information not included on this form in order to accept international wire transfers, please provide it in the section titled "Additional Information".

Each item must be completed or project funds cannot be transferred. All information must be typed, not hand written.

Will your bank receive international wire transfers from HSBC bank in New York, USA?

Beneficiary Name: State Archive of Kyiv Oblast

Beneficiary Address: Ukraine, Kyiv, Yuriya Illenko str., 38-40

Account Number: UA293052990000025306050000297

Type of Account (checking, savings, etc): State Archive of Kyiv Oblast

Beneficiary Bank Name: JSC CB "PRIVATBANK"

Beneficiary Bank Address (include country): 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

ABA, SWIFT, or BIC (for all accounts): PBANUA2X

Please provide any other code your banking institution may use specific to your country
(such as CLABE for Mexico; IBAN for Europe & the Middle East; IFSC for India):

Additional Information Requested by Beneficiary Bank:

Intermediary Bank Name: JP Morgan Chase Bank

Bank Address: New York, USA

ABA, SWIFT, or BIC: CHASUS33

INTERMEDIARY ACCOUNT: 001-1-000080

CORRESPONDENT ACCOUNT: The Bank of New York Mellon, New York, USA

Account in the correspondent bank: 890-0085-754

SWIFT Code of the correspondent bank: IRVT US 3N

Correspondent bank: The Bank of New York Mellon, New York, USA

FOR CHECKS:

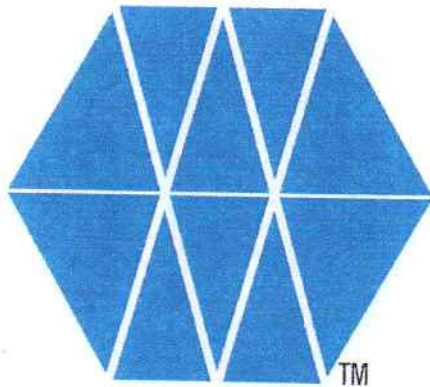
The following information should be completed if a check is necessary:

Payable to:

Name and Full Mailing Address where the check should be sent:

Attachment D: WMF Logo for Web Site Use/Acknowledgement

The WMF logo below should be used when acknowledging this award on your web site.



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