

**FUNDACIO PER A LA PROMOCIÓ
DE LA INICIATIVA PER A UNA SOCIETAT OBERTA A EUROPA (OSIFE)**

Date: February 2, 2015

To:
Ulrich Spech
Loebingsgasse 18a
Heidelberg 69121
Germany

CONSULTANCY AGREEMENT

Contract ID: 80009235

Dear Ulrich Spech,

This will confirm the consultancy agreement (hereinafter referred to as “Agreement”) between You (hereinafter referred to as “Consultant”) and **FUNDACIÓ PER A LA PROMOCIÓ D’UNA SOCIETAT OBERTA A EUROPA (OSIFE)**, part of the Open Society Foundations (hereinafter referred to as “OSIFE”).

1. Term

This Agreement will commence on its signature and will terminate on (i) July 31, 2015, or (ii) at OSIFE’s discretion, at any time, with or without cause. (The period during which Consultant renders services to OSIFE shall be referred to in this Agreement as the “Consulting Term”)

The number of actual working days during the Consulting Term shall not exceed 60 days.

2. Duties and Responsibilities

The Consultant shall perform the following duties in assistance of Open Society Initiative for Europe (OSIFE):

OSIFE commissions a research to be completed by 1st May 2015 to allow OSIFE time to plan its work that includes a new portfolio on Europe and Ukraine, its objectives and impacts for the remainder of 2015, to allow it to identify key partners to impact the debate on Ukraine in Europe.

As there is no publicly available study or report that would map the different voices in the German debate on Ukraine, OSIFE needs to fill in the void by commissioning a short paper to inform its own programming.

Overall aim and specific objectives

The consultant is expected to chart the main players in the German debate on Ukraine, outline the key arguments and their evolution in the past 18 months. Specifically, the report will

- take stock of any existing polling evidence
- provide a ‘who is who?’ with information drawn from
 - 6 newspapers,
 - The main audiovisual outlets (TV and radio),
 - 6 internet sites,
 - About 30 opinion leaders and trends in social networks (OSIFE may provide the author with some tools for social network analysis or give additional funds if the author needs to render special services to assess this component).
- Categorize the main strains of discussion and eventually identify different sides / camps of the discussion.
- Provide a brief account of how Russia has tried to influence the German debate on Ukraine through domestic actors and outlets
- Include a section with recommendations on
 - what are the spaces OSF should engage and would most likely to have impact?
 - what are the voices (of reason or doubt) that should be amplified?
 - what are other ways OSIFE may engage or support vital parts of this debate?

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Deliverables and timeline

One report up to 3,000 words + Appendices (at discretion of the author) as stipulated above
All appendices should be presented separately. The Consultant shall submit a draft evaluation report by April 1, 2015 and the final report by May 1, 2015. The report will not be public.

3. Compensation and Business Expenses

In full consideration for all services rendered by Consultant within the scope of this Agreement, OSIFE shall pay a fee of 6,500.00 USD including VAT and any other applicable taxes, wired to Consultant's bank account according to the following schedule:

First payment: 20% upon signature

Second payment: 50% on receipt of draft report 10 April 2015.

Third payment: 30% on receipt of final report on 1 May 2015.

Payments of fees described in this agreement are contingent upon invoices issued by the Consultant with all fiscal and commercial requirements.

The following business-related expenses of Consultant incurred during the Consulting Term shall be reimbursed upon presentation of documentation in a form in accordance with the requirements of OSIFE, up to the amount of 1,700 USD:

- Administrative and communication expenses (up to \$500 USD, reimbursed based on receipts and an itemized call list for telephones).
- Purchase of services, organization of meetings and logistics-related support (up to \$1,200, reimbursed based on receipts / original invoices addressed to OSIFE Barcelona) such as:
 - Travel related expenses when traveling outside of your home country, based on receipts (flight or other means of transportation, accommodation)
 - Travel related expenses when traveling outside of your home city, based on receipts (train or other means of transportation, accommodation)
 - Working lunches or dinners with stakeholders, based on receipts (please indicate who you took out and on what purpose!)
 - Conference registration fee, based on receipts
 - Cost of events that you organize on the request of OSF based on an agreed budget prior to the event, , based on receipts
 - Any data or statistical information that is needed for the report, which has been approved by OSIFE in advance, based on receipts

Any other expense, deemed reasonable, must be discussed with OSIFE staff in advance of purchase and subject to approval.

All business expenses are subject to approval prior to purchase or commitment.

A research assistant can be added to help with the workload if needed instead of the above expenses. Remuneration 1700 USD (gross).

Any other expense, deemed reasonable, must be discussed with OSIFE staff in advance of purchase and subject to approval. All business expenses are subject to approval prior to purchase or commitment.

All expenditures, reimbursement or payments for incurred expenses associated with travel and lodging must comply with OSIFE's travel and expense reimbursement policies.

Consultant acknowledges that OSIFE is not responsible to provide - and therefore shall not cover - any kind of personal-, health-, travel-, etc. insurance for the Consultant or persons engaged by Consultant.

All payments hereunder shall be contingent upon approval by OSIFE.

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OSIFE covers the bank charges of its own bank when making payments to Consultant. Additional bank charges incurred in connection with bank wires shall be borne by Consultant.

4. Independent Contractor, No Authority to Bind, Tax Withholding

For the avoidance of doubt, the Consultant acknowledges that she is an independent contractor and have been retained by OSIFE as such, and shall not be considered an employee, servant, partner or agent of OSIFE for any purpose. The Consultant shall be responsible for payment of his own personal income tax and national insurance or similar liabilities or contributions in respect of the fees paid under this Agreement and the Consultant will indemnify OSIFE against all liability for the same and any costs, claims or expenses relating to these including (without prejudice to generality) interest and penalties. The Consultant shall provide verification of his tax residency status in his country of residence within 15 days of the signing of this contract, and in the case the Consultant fails to provide such verification of his tax residency, OSIFE will be in charge of withholding from the Consultant's payment, any applicable personal income tax as per the relevant legislation at that time and input tax.

5. Confidentiality Agreement

During the consultancy term and thereafter, Consultant agrees to maintain the confidentiality of "Confidential Information" obtained by Consultant during the course of the Agreement. The term "Confidential Information" as used herein means information about any entity that is part of Open Society Foundations ("Entity"), its trustees, directors, officers, or consultants, which has not been made public by the relevant person or Entity, including without limitation: research and proposals; business and marketing plans; information received from third parties under confidential conditions; compensation paid to officers or consultants of any Entity, and other terms of consultancy, personnel and compensation information policies; financial records and related information; means of gaining access to any Entity's computer data systems and related information; and any other confidential business, financial or legal information about any Entity, its trustees, directors, officers or consultants. Consultant agrees that it shall not, without the prior written consent of OSIFE, use or disclose any Confidential Information unless such information has been previously disclosed to the public by OSIFE or by an Entity or the applicable trustee, director, officer or consultant. In the case of any breach of this provision, Consultant agrees that, in addition to damages, OSIFE, the Entity concerned or the appropriate person shall be entitled to injunctive and/or equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this provision.

6. Company Property

Consultant acknowledges that all originals and copies of materials, records and documents generated by Consultant or others associated with Open Society Foundations coming into Consultant's possession or control during the course of the present Agreement are the sole property of OSIFE or the respective Entity. Upon termination of consultancy or upon request of OSIFE or the respective Entity at any time, Consultant shall promptly deliver or cause to be delivered all originals and copies of such materials to OSIFE or to the respective Entity. During the Consulting Term, and at all times thereafter, Consultant shall not remove or cause to be removed from the premises of any Entity any record, file, memorandum, document, equipment or any like item relating to the business of OSIFE or any other Entity, except in furtherance of its duties as a Consultant of OSIFE.

7. Work Product

Consultant agrees that all intellectual property, including but not limited to, research results, publications, concepts, creations, developments, programs, products, processes, materials or other properties conceived, developed, researched or published within the scope of this Agreement, whether conceived by Consultant alone or working with others (the "Work Product"), shall be owned by and belong exclusively to OSIFE. Consultant hereby irrevocably assigns to OSIFE any rights it might have to the Work Product and agrees to execute any documents and to take any action reasonably requested by OSIFE that may be necessary to effectuate the transfer and assignment of the intellectual property

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rights in the Work Product contemplated by this Agreement and to do such other acts and things as may be reasonably requested by OSIFE to perfect or evidence such transfer. Consultant acknowledges that any copyrightable subject matter created by Consultant within the scope of this Agreement, whether containing or involving Confidential Information or not, is a work-for-hire and OSIFE shall be deemed the sole author and owner thereof for any purposes whatsoever.

8. Work Product Warranties

Consultant hereby covenants, represents, and warrants to OSIFE that the Work Product is or (as to future Work Product to be created) will be original to Consultant or derived from materials to which Consultant has obtained all required permissions, releases, rights or licenses, and that the Work Product does not or will not violate or infringe any third party's copyright, trademark, right of privacy or publicity or other personal or proprietary right, nor does it contain any matter that is libelous or obscene.

9. Work Product Indemnification

Consultant hereby agrees to indemnify and hold harmless OSIFE, and its current and former trustees, officers, staff members, assignees, agents, and licensees, from and against any losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements and damages resulting from any claim or action arising out of a breach of any covenant, representation, or warranty in this Agreement.

10. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

Administrative Assistant
OSIFE
C/Elisabets, 24
08001 Barcelona
Spain

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

11. Assignment

This Agreement may not be assigned by Consultant. OSIFE may assign all or part of its obligations and rights hereunder.

12. Choice of Law and Jurisdiction

This Agreement shall be subjected to the Law of Spain and any dispute concerning its construction, performance or validity shall be adjudicated in the Courts of Barcelona.

13. Amendments and Waivers

No provision of this Agreement may be amended, modified, waived or discharged except as agreed to in writing by the Consultant and OSIFE. The failure of either party to insist upon strict adherence to any term of this letter agreement on any occasion will not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

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14. Entire Agreement

This Agreement constitutes the entire Agreement between Consultant and OSIFE with respect to the consultation arrangement between them. Consultant acknowledges that it is not relying on any representations except as set forth herein.

If the foregoing terms accurately reflect our mutual understanding, please acknowledge your acceptance by signing below where indicated, and return a countersigned copy of this Agreement that includes all pages.

We look forward to working with you.

Very truly yours,
OSIFE

By: _____

Accepted and Agreed to

On this ____ day of _____, 2015

By: _____
Ulrich Spech