



**Terms and Conditions**  
**Of the Call for Applications No. 1/2024**  
**as part of the RemontujeMY (WErenovate) Programme**

**§ 1 Definitions of terms used in the Terms and Conditions**

1. Whenever a word beginning with a capital letter appears in the documents concerning the RemontujeMY Programme, it means that the name of the document or a term defined in the Terms and Conditions has been used.
2. Definitions of terms:
  - a) Habitat - Habitat for Humanity Foundation Poland with its registered office at 3/5 Kozią Street. 8, 00-070 in Warsaw, KRS number: 0000 14 33 44. Habitat is a non-profit, non-governmental organization. Its mission is to support indigent people who have nowhere to live or who live in inadequate conditions. Habitat treats these people as partners and works with them to meet their housing needs. Habitat's partners include volunteers, donors, and anyone who cares about its vision.
  - b) The RemontujeMY Program (hereinafter: the Program) - is a form of support for people in a difficult housing situation implemented by the Habitat for Humanity Poland Foundation. The Programme provides for awarding grants through Calls for Applications for Co-financing, in which the target group and the rules for the implementation of the Projects will be determined.
  - c) Project – means all works and activities undertaken by the Beneficiary in order to carry out renovation or purchase of equipment for the premises, settlement of expenses and receipt of a Grant under the Renovation Programme.
  - d) Call for Applications for Funding (hereinafter referred to as the Call for Applications) – a formalized process aimed at selecting potential projects, evaluating them and concluding Grant Agreements. The call for proposals begins with the publication of the Call for Applications for Funding and ends after the Grant has been settled.
  - e) Announcement of the Call for Applications for Funding (hereinafter referred to as the Announcement) – Information commencing the Call, which will be published on [the website of the www.habitat.pl](http://www.habitat.pl) containing the Regulations, model agreements and other documents necessary in the process of obtaining a grant.
  - f) Premises – an apartment or a separate part of a single-family building equipped with a bathroom and a kitchen, which is used by only one household. Separate rooms in the same apartment are not equivalent to separate Premises, unless they have separate kitchens and bathrooms. The premises are the place to which the renovation works or the supply of equipment described in the Application for Funding are concerned.
  - g) Applicant – a person submitting an Application for Funding.

- h) Owner – a natural person who has a legal title to a Residential Unit located in Polish. The legal title of the Owner must result from the right of ownership, perpetual usufruct or contract and enable him to conclude lease agreements or lend the Premises to third parties. As at the date of submitting the Application for Funding, the Owner lends or rents his Premises to the Resident and intends to make it available to him in the future on the dates specified in the further part of the Regulations.
- i) A Resident is a natural person who collectively meets the following conditions:
  - i. crossed/crossed the border with Poland after 24 February 2022,
  - ii. has Ukrainian citizenship
  - iii. is in Poland on the day of submitting the Application for Funding

✓ The conditions specified in points i-iii can be confirmed by the UKR PESEL number

- iv. alone or as a member of a household resides in the premises belonging to the Owner on the basis of an oral or written lease or loan agreement. The Resident does not have to be a party to the lease or lending agreement, it can be another member of the Resident's household,
  - v. represents the household in terms of participation in the Programme,
  - vi. agrees to share his/her personal data as part of the Renovation Agreement and the Application for Co-financing,
  - vii. has the consent (verbal consent is sufficient) of the other members of the farm to participate in the Programme and to share their personal data as part of the Application for Funding.
- j) Renovation Agreement – a written agreement concluded between the Owner and the Resident, which includes the mutual consent of the Owner and the Resident, for one of them to submit an Application for Funding, as well as consent to the processing of personal data. By signing the Agreement, the parties confirm their acceptance of the Terms and Conditions. The conclusion of the Renovation Agreement does not determine the granting of the grant, but it is a necessary condition for participation in the Call.
  - k) Application for Funding – a form containing information describing the housing conditions of the household and the technical condition of the premises, as well as a description of the activities planned to be implemented. By completing the Application, the Applicant confirms their willingness to participate in the Call and acceptance of the Regulations.
  - l) Beneficiary – an Applicant whose Application for Funding has received a positive assessment and has signed a Grant Agreement with Habitat.
  - m) Grant Agreement (hereinafter referred to as the "Agreement") – an agreement concluded between Habitat and the Beneficiary specifying the rules for receiving the Grant, including: the date, scope of implementation and method of settlement of the project. The contract will be concluded for a fixed period of time, covering the implementation of projects, the payment of grants and the maintenance of project results.
  - n) Grant – a cash donation made in the manner and for the purpose specified in the Agreement.
  - o) Application for Refund – a document in the form of a declaration containing information on the completion of the project, submitted in accordance with the template included in the Regulations.

## **§ 2 General Rules of participation in the Programme and the Call**

1. Participation in the RemontujeMY Programme is voluntary.
2. As part of Call No. 1/2024, the Grants will be provided in the form of reimbursement (Refund) of expenses incurred by the Beneficiaries. The beneficiary must therefore first put up their own funds and then receive their return.
3. The RemontujeMY programme consists in awarding renovation grants to individuals who carry out project activities using the "do it yourself" method. This form of project implementation makes it

possible to increase their number and, consequently, the scale of the aid offered. In exceptional cases, taking into account additional information and family history, Habitat may decide to engage directly in the renovation work with its own subcontractors or volunteers.

4. Call for proposals 1/2024 to support people who came to Poland from Ukraine in connection with the armed conflict in the country after 24 February 2022. The program provides for the transfer of subsidies intended for the renovation or purchase of equipment for premises inhabited by war refugees from Ukraine. In particular, support will be provided to Residents who lived in a collective housing centre before moving to a dwelling. The projects will serve to improve housing conditions and increase the stability of living in the current location.
5. As part of the 1/2024 Call, the Applicant and then the Beneficiary may be both the Owner of the premises as well as the Resident (a citizen of Ukraine). The question of who will be the Applicant depends on the arrangement between them.
6. The applicant must have a bank account, telephone number and email address. It is advisable for the applicant to have the ability to use web applications and email.
7. As part of the 1/2024 call, projects including elements of thermal modernisation and insulation will be promoted. Detailed objectives of the Grant are described further in the Regulations.
8. Priority will be given to households living in premises in poorer technical condition.
9. Priority will be given to socially and economically disadvantaged households.
10. Funding for the grant comes from Habitat's institutional donor, the International Organization for Migration (IOM), which operates within the United Nations (UN).
11. As part of the Call No. 1/2024, it is planned to co-finance approx. 50 projects with a total maximum value of PLN 350000.
12. The maximum value of the grant for a single Application for Funding is PLN 7000. This means that if the Beneficiary incurs expenses exceeding this amount, the Beneficiary will not receive a higher amount. He will have to finance the rest of the expenses himself.
13. The minimum value of the grant (Project) is PLN 1000. This means that Applications for Co-financing of projects with an assumed value below this amount will not be accepted for evaluation.
14. The maximum value of the project is not specified. However, the Beneficiary must achieve the results specified in the Grant Application in order to receive the Grant.
15. The subject of one Application for Funding may be one Premises. A single Applicant may submit more than one Application for Funding, provided that each Application relates to a different Unit and a different household (for example, when the same Owner has several Units made available to Residents).
16. As part of the Call No. 1/2024, the Application for Funding shall be submitted in electronic form in the manner specified further in the Regulations.
17. As part of the Call No. 1/2024, the Application for Refund (refund) shall be submitted in electronic form in the manner specified further in the Regulations.
18. The program is not intended for current participants of the Social Rental Program, neither current Owners nor Residents who are parties to agreements under the PNS can apply to it.
19. The program is not intended for Residents participating in Call No. 1/2023 – the same Owners may participate in it, but support must be provided to other Residents and other Premises.
20. The program is not intended for entrepreneurs conducting business activity consisting in providing accommodation (hotels, hostels, lodgings) for a fee.
21. The program is not intended for legal entities – associations and foundations – the owner of the premises must always be a natural person.
22. The Beneficiary is responsible for the proper implementation of the project. Habitat is only responsible for supervising the proper implementation of projects.
23. Any material liability of Habitat Poland that may arise from the performance of the Grant Agreements will be excluded in its entirety on the basis of freedom of contract.

24. Any tax liability resulting from inheritance and gift tax on the grant (donation) is borne by the Beneficiary.
25. Habitat may refuse to provide a Grant only in strictly justified situations specified in the Grant Agreement, in particular if the expense:
  - a) There is a suspicion of artificially inflated costs – this situation occurs when the expense is higher than the market price of a given product/service by more than 30%,
  - b) It was incurred in a period other than the deadline specified in the Grant Agreement,
  - c) It has been shown in the Refund Application submitted after the specified deadline,
  - d) Does not apply to the activities described in the Application for Funding,
  - e) Applies to a different address or persons than those listed in the Grant Application, or when:
  - f) The beneficiary or the other party to the Renovation Agreement (owner or resident) refuses or avoids submitting to an on-the-spot inspection or providing access to documents,
  - g) The Application for Refund is incomplete or incorrectly filled out and has not been corrected despite being requested,
  - h) The result of the on-site inspection of the project is negative.
26. The grant is non-refundable. Habitat can only apply for a refund of a grant already made if:
  - a) gross ingratitude, e.g. breach by the Beneficiary of the Agreement, including ethical standards or the Agreement,
  - b) provide false information in the Grant Application or in the Refund Application.

### **§ 3 Objectives of subsidy expenditure**

1. Funds from the Grant may be used for all types of construction works necessary for the further proper functioning of the apartment or house or improving the quality of life and aesthetic values, in particular such as:
  - a) replacement of old electrical, plumbing, central heating systems, etc.
  - b) construction of a septic tank or sewage treatment plant in a house without a sewage system (e.g. with an external toilet),
  - c) connection of the installation to the municipal networks,
  - d) renovation of the bathroom (tiling, painting, installation of sanitary facilities),
  - e) renovation of living rooms (painting works, tiling works, laying panels, carpets, floors, etc.),
  - f) renovation of the kitchen (plumbing, tiling, painting works),
  - g) replacement of entrance and interior doors,
  - h) roof repair, waterproofing, gutter repair,
  - i) repair of façade, balcony,
  - j) replacement of windows,
  - k) insulation of walls or ceiling (roof),
  - l) purchase of small tools – trowels, spatulas, sandpaper, drills, rollers (with a total value of no more than PLN 500),
  - m) rental of tools necessary to carry out the work.
2. The subsidy may also be used for purchases and deliveries of equipment and equipment, in particular if the equipment is out of order, degraded or is not available in the Premises, in particular:
  - a) purchase of large household appliances – kitchen, washing machine, refrigerator, dishwasher, dryer, gas stove,
  - b) purchase of smaller appliances such as oven, microwave, electric heater, hair dryer, mixer, toaster.
  - c) purchase of furniture: kitchen, beds, wardrobes, desks, tables and chairs.

3. Renovation work (construction work) and equipment delivery (purchasing) can be combined in one project . The program allows you to settle some of the work done personally. This settlement is made in the form of a lump sum in the amount of no more than 20% of the value of all expenses for which an invoice or bill has been received. In order to receive such a lump sum, you must actually perform at least part of the work yourself. The lump sum will be calculated automatically on the expenses shown in the Refund Application. In the event that the costs of adding a lump sum exceed the maximum amount of the subsidy, they will be reduced accordingly so that the total amount of the subsidy does not exceed the maximum amount of the subsidy.

- ✓ Example: The beneficiary has signed a grant agreement for PLN 6,000. As part of the project, tiles, glue, bucket, trowel, paints, rollers, brushes, painter's tapes with a total value of PLN 5300 were purchased. The beneficiary carried out the painting works himself and attached photos of the work to the application. As a result, Habitat will pay him a lump sum for his own work. PLN 5,300 increased by 20% is PLN 6360, however, the total amount of the payment cannot exceed the amount specified in the Agreement. Therefore, PLN 6,000 will be paid
- ✓ Example: A beneficiary has signed a contract for PLN 7000. He bought: a washing machine worth 3000 zlotys and floor panels worth 4,000 zlotys. The beneficiary laid the panels and connected the washing machine on his own. In the Application for a refund, he showed the following expenses: PLN 3000 (washing machine) + PLN 4000 (panels) = PLN 7,000. In addition, he indicated that he was applying for a lump sum. Theoretically, the calculated lump sum of 20% of the amount of PLN 7,000 should be PLN 1,400. However, the beneficiary will not receive a lump sum because it would exceed the maximum value of the grant, which cannot be higher than the amount specified in the Agreement, which is also the maximum amount of the grant.
- ✓ Example: A beneficiary has signed a contract for 6,000. He purchased equipment in the form of a washing machine, dishwasher, fridge, stove with transport and connection with a total value of PLN 5,400. The beneficiary cannot add a lump sum because the price included transport and connection of the equipment. Thus, the beneficiary has PLN 600 in "savings". Due to the fact that the Inhabitants still need small equipment in the form of pots and pans. The beneficiary makes this purchase, and since it is a minor change to the project, they do not have to apply for

4. The following expenses cannot be reimbursed from the Grant:

- a) installation of photovoltaic panels,
- b) construction and extension of buildings,
- c) construction of fences,
- d) construction of small architecture elements,
- e) gardening and greenery care,
- f) renovation of commercial buildings used for purposes other than residential,
- g) purchase of power tools, machines, vehicles, formwork, scaffolding,
- h) purchase of office and specialist furniture, equipment for offices, workshops and offices,
- i) shopping for entertainment electronics: TV, computer, game console, sound systems,
- j) products for relaxation – massage devices, sports machines, playgrounds,
- k) robots and multifunctional kitchen appliances with a unit value of more than PLN 3,000

5. The following types of work will be considered as projects related to thermal modernisation and insulation, which will be promoted under the 1/2024 call:

- a) thermal insulation of walls with an area of at least 20m<sup>2</sup>
- b) thermal insulation of ceilings and roof with an area of at least 20m<sup>2</sup>

- c) replacement of a gas furnace with a condensing furnace
- d) Heat pump installation
- e) installation of a boiler of energy class 5 for wood or pellets
- f) installation of underfloor heating on the area of min. 20m<sup>2</sup>
- g) installation of recuperation
- h) Replacement of windows
- i) replacement of exterior doors (applies only to single-family buildings)

6. Changes to the scope of the project may occur as significant or non-significant

- a) Non-material changes do not require Habitat's approval and include:
  - the number and type of the specified range – e.g. changing the number of replaced doors, replacing the bed with a sofa or carpet,
  - Changing the scope of purchases within a similar product category – for example, a refrigerator was bought instead of a stove or a washer-dryer was bought instead of a washing machine
  - Extension of the scope due to savings - it was possible to buy a washing machine and dryer cheaper, and the saved funds were used to buy a hair dryer, pots and a food processor.
- b) Material changes require Habitat's approval and include:
  - change of the part of the premises covered by the renovation in relation to the one specified in the Application - e.g. originally the bathroom was planned to be renovated and the kitchen was renovated,
  - change of the promoted scope of work – e.g. it was planned to replace the windows with energy-efficient ones, but instead a table and chairs were purchased
  - change of parties to the Renovation Agreement – e.g. the resident has moved out and another family from Ukraine has moved in this place,
  - change in the type of work – it was planned to paint the rooms (construction works), but instead a washing machine and a dishwasher were purchased, not previously indicated in the application,
  - Changing the scope of purchases between different categories – it was planned to buy beds for children, but instead an air conditioner was bought.

7. Material changes should be agreed with Habitat by sending a question to: [remontujemy@habitat.pl](mailto:remontujemy@habitat.pl) within a period of time to allow 5 business days for consideration and response.

#### **§ 4. Documenting expenses**

1. Each purchase should be documented with a receipt, personal invoice or bill.
2. In the case of services that are usually paid for in cash, such as the work of professionals who do not run a business, it is permissible to obtain a written receipt containing: the name of the contractor, the type, place and date of the work.
3. The beneficiary may not account for business expenses. Receipts issued in the name of the company will not be accepted.
4. It is acceptable to buy second-hand items as long as it is more financially advantageous and the products you buy are in very good working condition. If you purchase second-hand products (e.g. second-hand furniture), you will be required to attach a photo or screenshot from an online auction and/or a written contract for the purchase of the item containing a description of the item and identifying the parties to the contract.

5. Be sure to include a clear photo of the printed financial document or an electronic PDF version of it. It is not allowed to attach photos of the monitor and printouts from online auctions (except for the purchase of second-hand items, which are described in the earlier part of the Terms and Conditions).
6. The Beneficiary is entitled to incur expenses from the date of conclusion of the Grant Agreement until the final date of submission of the Application for Reimbursement. Expense incurred means the payment date shown on the receipt, invoice, or receipt. Expenses incurred outside the above period will not be refundable.

### **§ 5. Deadlines and stages of implementation**

1. The implementation of the Programme under Call No. 1/2024 is planned in accordance with the following schedule:
  - a) Stage 1. Submission of Grant Applications – until February 28, 2024 (Habitat reserves the right to shorten the deadline if the number of grant applications exceeds 200).
  - b) Stage 2. Evaluation of Grant Applications – until 7 March 2024
  - c) Stage 3. Conclusion of Grant Agreements with selected Applicants – by 13 March 2024
  - d) Stage 4. Implementation of projects and submission of Applications for reimbursement – until 21 April 2024.
  - e) Stage 5. Verification of Refund Applications and On-site Visits – until May 12 2024
  - f) Stage 6. Reimbursement of expenses (transfer of the Grant) – until 26 May 2024
  
2. The Grant Application Stage consists of the following steps:
  - a) The application for funding is submitted using the online database Kobotoolbox, the link to which can be found below the announcement. Filling out the Application consists of filling in a questionnaire with questions about the Premises to which the renovation works relate and the household living there. Kobotoolbox is a secure IT service provider, verified by Habitat and guaranteeing the protection of personal data in accordance with international standards.
  - b) Habitat does not share participants' data with any other entities, either in Poland or abroad.
  - c) Personal data and all photos attached by Applicants who have not received funding will be immediately removed from the database and will not be processed in any scope.
  - d) The Grant Application should include the Applicant's personal data: name and surname, PESEL / PESEL UKR number (if the applicant is a Resident), address of residence, telephone number, e-mail address, bank account number and household details of the Resident: number of members, their

✓ It is important to fill in your contact information, email address, bank account number, and phone number carefully. These data should not be changed until the final settlement of the project due to the fact that it is partially automated and changing the data may cause delays and difficulties in the implementation of subsequent stages.

age, refugee status, date of arrival.

- e) Before completing the Application for co-financing, the Owner and the Resident must conclude a Renovation Agreement, in accordance with the template provided under the Regulations. The Agreement confirms that both the Owner and the Occupant, on behalf of the entire household, agree to:
  - to participate in the project,

- for both parties to the agreement to share their personal data with Habitat for Humanity for the purposes of the program;
  - to undergo an inspection, including a visit to the Premises,
- f) In addition, the Agreement stipulates that:
- the main recipient and user of the aid will be the household of the Resident,
  - The parties will agree and settle the ownership of the purchased materials and equipment

- ✓ Habitat does not specify in advance how the distribution of items purchased as part of the project should look like. It depends on the conditions of the project – on who is providing the funds for the purchases, on whether the apartment is made available free of charge or at market rates.
- ✓ For practical reasons, we recommend that built-in materials and equipment as well as large household appliances remain in the Unit and are the property of the Unit Owner after the end of the period of residence of the Occupant's household (regardless of whether the applicant was the Owner or the Occupant).
- ✓ Small appliances and furnishings may become the property of the Occupant and may be removed from the premises at the end of the period of occupancy, provided that such arrangements are made between the Occupant and the Owner.
- ✓ Habitat's intention is that both parties will benefit from participating in the program, either through the reduction of monthly costs or through the equipment they receive. Detailed arrangements in this regard should be made between the Owner and the Resident at the stage of submitting the Application for funding.
- ✓ in exchange for the equipment or construction works received, the owner will allow you to live in the Premises for at least 6 months from the date of receiving the subsidy.

- g) The agreement will be concluded for the duration of the project and the maintenance of its results. In the event that the project does not receive funding, the Agreement has no effect on the parties.
- h) The agreement should be printed and filled in in capital letters in 2 copies, then photographed and archived for later verification.
- i) Photos should be reduced to less than 1 MB. You can do this on your phone or computer.
- j) To the Grant Application filled in in the form available on the Habitat website, photos of three pages of the Renovation Agreement should be uploaded in the indicated place

- ✓ Please note that a lease agreement is different from a Renovation Agreement. Applications containing documents other than the renovation agreement will not be considered.

- k) The following photos of the Premises should also be uploaded to the Application for Funding in the indicated place (these photos should also be reduced so that they are smaller than 1 MB. You can do this on your phone or computer):
- view of the building from the outside (preferably with a visible address plate)
  - views of the room(s) affected by the application (those that will be renovated or where equipment will be installed).
- l) The grant application does not need to be signed at the submission stage. It will be an attachment to the Agreement, which will be signed at the next stage of implementation.



m) Once you have completed the Application, you will receive a message that the Application has been completed correctly. Applicants do not have to take any additional action, but only wait for information on the result of the assessment, which will be sent by 13 March 2024 to the e-mail address provided in the Application for Funding.

3. The Evaluation Stage of Grant Applications will be as follows:

a) The collected Applications for Funding will undergo formal and substantive assessment.

b) As part of the formal assessment, projects that do not meet the conditions of the Regulations will be rejected for the following reasons:

- i. an application completed by a person other than the Owner or Resident,
- ii. the person indicated as the Resident does not meet the formal conditions (e.g. does not come from Ukraine, came to Poland before the outbreak of the war, does not appear in the database of PESEL or PESEL UKR numbers),
- iii. no attachment Renovation agreement (other document attached – e.g. lease agreement),
- iv. attachment Renovation agreement unsigned,
- v. Annex Renovation Agreement modified,
- vi. attachment Renovation Agreement illegible (illegible signatures),
- vii. the attachment to the Renovation Agreement contains the data of a person other than the Applicant,
- viii. attachment of photos of the Premises – no required photos,
- ix. attachment of a photo of the Premises – illegible photos (e.g. the photo does not show the entire room),
- x. inconsistencies in the Application – incorrect PESEL number,
- xi. inconsistencies in the Application – incorrect contact details, non-existent address,
- xii. inconsistencies in the Application – errors or inconsistencies in the data on the number of household members by category,
- xiii. non-compliance of the Application with the objectives of the Programme – next to the questions: "rooms and/or parts covered by renovation activities" and "type of renovation works or supplies for which you plan to allocate funds" – when selecting "other" the purpose of the project is inconsistent with the objectives of the Programme,
- xiv. repetitive data of the same addresses or persons (submission of several applications by the same household or for the same Premises),
- xv. non-compliance of the Application with the conditions set out in the Regulations – too low planned value of the project,
- xvi. non-compliance of the Application with the conditions set out in the Regulations – too late planned date of completion of the project.

c) The formal assessment is made by a Habitat employee based on the formal assessment checklist.

d) The substantive evaluation of Grant Applications is carried out in an automated form consisting in awarding points assigned to questions.

e) Habitat employees have no influence on the number of points awarded as part of the merit-based assessment.

f) The number of points awarded is due to the following conditions:

- i. technical condition of the building in which the Premises are located,
- ii. living conditions of the household, including the number of members, the area occupied,
- iii. the personal situation of household members, including health problems, and income;
- iv. financial conditions on which the Premises are rented,
- v. safety of the surroundings of the building in which the Premises are located.
- vi. readiness to carry out some of the work on their own or to provide additional input,
- vii. execution of thermomodernization works.

- g) In the case of proposals with the same score (which received the same number of points), the proposal received first will receive support.
  - h) Once the allocation is exhausted, projects rated lower and not enough funds will be rejected.
  - i) There is no appeal procedure against the results of the assessment, but it is possible to lodge a complaint in the manner described in § 5 of the Rules of Procedure.
4. The stage of concluding the Grant Agreements is as follows:
- a) Along with an e-mail informing about the positive result of the evaluation, a link to the Project Grant Agreement will be sent. The agreement will be prepared automatically on the basis of the data contained in the Grant Application.
  - b) The received contract must be signed electronically using the code sent to the phone number. This action does not require the installation of any applications. A model agreement can be found at the end of the Terms and Conditions. The agreement, which will be concluded electronically, will be prepared according to the same template.
  - c) The applicant must sign the Grant Agreement within 7 days of receiving it at the latest. If the Applicant fails to sign, the Application for Funding will be rejected.
  - d) By clicking on the link with the agreement, you will be able to check if the Agreement is signed by Habitat. After obtaining the second signature, the Beneficiary can automatically start the implementation of the project.
5. The implementation phase of the projects should cover the following aspects:
- a) The beneficiary of the project will implement it in such a way as to achieve the objectives described in the Application for Funding. The beneficiary is free to choose the quality and brand of the solutions chosen. It is important to remember to maintain the principle of rational and economical management of funds. Prices of products and services vary depending on the region, locality as well as seasonal availability. Therefore, it is possible to purchase a product or service for a price higher than the average market price for a given product or service, but not more than 30%. In case of doubt as to the amount of the price paid, Habitat may request additional explanations. In the event that these doubts are not clarified by the Beneficiary, Habitat may refuse to provide the Grant.
6. The project settlement stage will be as follows:
- a) Once the project is completed, you can start settling it. Completion of the project means the completion of the construction works or the delivery, installation and commissioning of the equipment and the payment of the equipment. Equipment imported but not unpacked and not connected does not qualify for a refund.
  - b) The Refund Application Form will be available on the same website as the Vacancy Notice. The form will be in accordance with the template attached to these Regulations.
  - c) In the Refund Application form, it is necessary to confirm that the project has been carried out in the manner described in the Grant Application or to describe the scope of any deviations.
  - d) The application for a refund should be accompanied by a number of photos of the rooms or parts of the building in which renovation works have been carried out or equipment has been installed (it is recommended that these are the same shots as in the photos taken before the implementation of the project and attached to the Application for Funding).
  - e) In the application for a Refund, you should provide the sum of the value of your financial documents – personal invoices, bills and other documents confirming that you have incurred expenses for renovation works or equipment. Then, photos of financial documents - invoices, bills and other documents allowed in the regulations - should be uploaded to the Refund Application form.
  - f) In the Refund Application, it is necessary to indicate whether at least some of the work was carried out independently during the implementation of the project and to describe the scope of this work.

This will be the basis for Habitat to charge a lump sum. In the case of applying for a lump sum, the beneficiary should include in the Application for a refund a photo of themselves or members of the Resident's household (family) during the course of performing work in the occupied premises with their own hands.

The beneficiary may consent to the use of these images for promotional purposes by indicating this in the form. Such photos are very valuable for Habitat because they help in promoting the program and Habitat looking for funds for its next editions. If consent is not given, the photos will only be used to confirm that the work has been carried out independently and will not be published anywhere.

- g) In the application for a refund, it must be indicated whether the Resident's household lives in the premises. Lack of residence may be grounds for refusal to reimburse the expense. In such a situation, explanations will be made regarding the reasons for moving out and the decision on the refund depends on the result. The general rule is that if the move was made due to decisions made by the Resident and there is a possibility to confirm this, this is not a reason to refuse a refund.
- h) The Refund Application does not require the signature of the Beneficiary.

7. Stage 6. Reimbursement of expenses is as follows:

- a) Habitat will inform the Beneficiaries who have submitted the Refund Application whether they will be covered by the inspection and its possible date. Not all projects will be audited, but only a part of them. As a rule, projects are selected randomly. However, a project may also be subject to scrutiny if there are doubts as to the correctness of its implementation.
- b) As part of the audit, Beneficiaries may be asked to send photos of additional documents confirming the status of persons shown in the Grant Application – e.g. refugee status, medical or government documents confirming disability.
- c) Some of the projects will be subject to an on-site inspection, including a visit by Habitat employees to the Premises in order to confirm the completion of the work, the manner in which the Premises are being used and to confirm that the Resident actually resides in the indicated place.
- d) The refusal or inability of the Beneficiary to submit to the audit or the finding of irregularities as part of the control carried out by Habitat is grounds for refusal of reimbursement of expenses.
- e) Transfers of the Grant will be made to the bank accounts of the Beneficiaries specified in the Grant Applications. Beneficiaries who have been refused the Grant will be informed of this fact within the same period.
- f) Upon receipt of the Grant, Beneficiaries do not need to take any informing action or expect additional confirmation.
- g) In the months following the transfer of the Grant and Benefits, the provisions of the Grant Agreement shall apply. During this period, a Habitat employee may contact both the Owner and the Resident to verify the effectiveness of the project, to maintain its results, and to inquire about its evaluation and conclusions.

## **§ 6. Comments, conclusions, complaints and questions**

1. As part of the 1/2024 call, the Habitat Helpline will not be operational. Questions should be sent to the following e-mail address: [RemontujeMY@habitat.pl](mailto:RemontujeMY@habitat.pl). The deadline for answering your question is approximately 5 business days.

2. At any time, it is possible to submit a complaint or opinion to the Polish branch of Habitat regarding all aspects of the implementation of the program:
  - a) Contact number +48 799 351 115 (Mon-Fri, 08.00-16.00)
  - b) Email: [cfm@habitat.pl](mailto:cfm@habitat.pl) (24/7)
  - c) Telegram /Whatsapp: +48 575 750 063 (for text messages – 24/7, for calls – Mon-Fri, 08.00-16.00)
3. For allegations of fraud, sexual exploitation, sexual abuse, and harassment (SEAH), retaliation, or other misconduct, reports should be directed to the Habitat Ethics and Accountability Line ("HEAL"), Habitat's anonymous international incident reporting system and central repository for incident tracking:
  - a) Online at:  
<https://heal.habitat.org>
  - b) On the phone numbers:  
00 800 141 0213 or  
00 800 111 3819
4. If you have any doubts or questions about the Grant Applications and the application process, you can contact the Habitat Housing Helpline at: +48 799 351 115. The hotline supports calls in Ukrainian, Polish, Russian and English.

**Renovation Agreement**  
**Between the Owner and the Resident**  
**Regarding the Call for Applications No. 1/2024**  
**as part of the RemontujeMY (WErenovate) Programme –**

An agreement concluded between the Owner of the Premises located in the territory of the Polish and the Occupant, i.e. a citizen of Ukraine, who alone or as a member of a household resides in this Premises on the basis of an oral or written rental or loan agreement. The Agreement serves the application and implementation of the RemontujeMY program, hereinafter referred to as the Program, implemented by the Habitat for Humanity Poland Foundation, hereinafter referred to as Habitat.

The aim of the Programme is to improve living conditions (quality of life) and stability of residence (prolongation of stay in the same place with stable financial conditions).

The Agreement contains the mutual consent of the Owner and the Resident for the submission of the Grant Application by one of them, as well as the consent to the use of personal data and confirms the acceptance of the Regulations of the Call for Applications for Funding No. 1/2024 under the RemontujeMY Program. The conclusion of an agreement does not automatically prejudice the award of a grant.

The parties to the Agreement are:

Owner:

Name: ..... **TEMPLATE** .....

Address: .....

PESEL number: .....

and

Resident:

Name: .....

Polish address: .....

PESEL number: .....

- 1. The agreement is concluded in accordance with the template provided by Habitat and may not be modified. The announcement template is published on the [www.habitat.pl](http://www.habitat.pl) [page](#)
- 2. The conclusion of the Agreement is a prerequisite for participation in the Programme.
- 3. The Premises owned by the Owner are inhabited by at least one person who is a citizen of Ukraine staying in the Polish due to the armed conflict on the territory of this country and who

came to the Polish after February 24, 2022. This person will hereinafter be referred to as the Indwelling. The Resident represents the household in relations with the Owner only within the scope of the implementation of the Program.

4. The Resident declares that he/she has obtained the consent of other members of the household to participate in the Program and to share their personal data to the extent described in point 10.
5. The Owner and the Resident have read the Regulations of the Call for Applications for Funding No. 1/2024 and accept the rules of participation in the Program contained therein.
6. The Owner and the Resident are equally entitled to submit an Application for Funding. Their mutual determination determines who will be the Applicant and then implement the project. After signing the grant agreement, the Applicant will become the Beneficiary of the aid.
7. The Applicant (Owner or Resident) will submit an application for funding in electronic form in the Kobotoolbox application at the link contained in the Program Regulations.
8. The Owner and the Occupant agree to carry out renovation works in the Premises or to deliver equipment and install it in the Premises to the extent specified in the Application for Funding.
9. The primary recipient and user of the renovation work (products/materials/appliances) and/or equipment purchased under the Program will be the Resident and members of their household.
10. The Owner agrees that the Resident may share his/her personal data with Habitat: name, surname, address, address of the Premises, photos of the Premises and the building for the purposes of the Program. The Owner of the Premises agrees to the possible use of photos of the Premises for promotional purposes.
11. The Resident agrees to the Owner providing his/her personal data: name, surname, address of residence, PESEL number, place of origin, number of possible members of the household (family) and data on other members of the household such as: income, disability, age, number of children. This data is provided only for the purpose of implementing the Programme
12. The Owner undertakes to allow the Resident (and other members of the household) to stay in the Premises for at least 6 months without a significant change in financial conditions. This period will be calculated from the date of receipt of the Grant (donation).
13. The parties agreed among themselves on the issues of who will provide funds for the purchase of the items covered by the application and who will own the purchased materials and equipment.
14. The Owner and the Occupant declare that they agree to undergo any inspections conducted by Habitat in connection with the implementation of the Program, which means that they will be able to inspect the documents confirming the information provided in the Application for Funding and that Habitat employees will be able to visit the Premises.

15. The Owner and the Residents declare that they are aware of the possible tax liability of the Beneficiary.
16. In the event that the Applicant does not receive funding, the Agreement has no effect on the parties.
17. The agreement is concluded for the duration of participation in the Programme.
18. The agreement shall be concluded in 2 identical copies, one for each party.
19. The Applicant shall attach a photo of the signed Agreement to the Application for Funding. The traditional version will be archived by the Applicant for the duration of the Programme and made available for inspection during the inspection or at the request of Habitat.

Owner's signature:

Signature of the resident:

.....

.....

Place of conclusion of the agreement (city): .....

Date of agreement: .....

NOTE: Fill in the details on page 1 in capital letters. After both parties sign the contract, enter the date and place of the contract, take a photo of all 3 parties to the contract. Archive the paper version of the contract – it may be needed for the final settlement of the project. You only attach photos of the contract to your grant application.

**AGREEMENT**  
**for co-financing of the project**  
**regarding the Call for Proposals No. 1/2024**  
**as part of the RemontujeMY programme**

concluded in electronic form between:

**Habitat for Humanity Foundation Poland** with its registered office in Warsaw (00-070), at 3/5 Kozia Street, apt. 8 in Warsaw, entered into the Register of Entrepreneurs and the Register of Associations, Other Social and Professional Organizations, Foundations and Public Health Care Institutions kept by the District Court for the m.st of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000143344, NIP 5213226452, represented by: represented by Mateusz Zawada on the basis of a power of attorney dated 13.02.2023 granted by Fathim Rishan Haniff - President of the Management Board of the Habitat for Humanity Poland Foundation, authorized to represent the Foundation as a single person,

hereinafter referred to as **Habitat**,

a

Mr./Madam/Madam..... **TEMPLATE**.....

.....

PESEL .....

Bank account number .....

Application number for ..... funding

hereinafter referred to as **the Beneficiary or the Affirming Party**,

hereinafter referred to as **the Parties**

**§ 1 Subject matter of the agreement**

- 1. The subject of the Agreement is to define the rights and obligations of the Parties in connection with the Beneficiary's intention to participate in the RemontujeMY program run by Habitat, hereinafter referred to as the Program.
- 2. Joining the Program is voluntary and free of charge.
- 3. The Beneficiary declares that he/she knows and accepts the Regulations of the Call for Applications for Co-financing to the RemontujeMY Programme No. 1/2024



4. Habitat will provide the Beneficiary with financial support in the form of a non-refundable grant (donation) for the implementation of the activities described by the Beneficiary in the Grant Application submitted online in the Kobotoolbox system. A printout of the Application submitted in the Kobotoolbox system is attached to the agreement.
5. The funds from the subsidy will be used by the Beneficiary to improve the living conditions of the Resident who is a party to the Renovation Agreement previously concluded between the Owner and the Resident, concluded according to the template constituting part of the application documentation.
6. The Beneficiary declares that it is a party to the Renovation Agreement referred to in point 5.
7. The Beneficiary declares that it does not participate in the Community Rental Program operated by Habitat.
8. The beneficiary declares that it does not conduct any business activity consisting in providing accommodation.
9. The amount of the subsidy will be equal to the amount planned and indicated in the application for funding, but not higher than PLN 7000.
10. The Beneficiary may apply for a maximum of one subsidy for one Unit, which means that:
  - 1) support may be provided to a maximum of 1 household living in one Apartment,
  - 2) each grant will be the subject of a separate Grant Application and Grant Agreement.
11. The subsidy will be provided to the Beneficiary in the form of reimbursement of expenses incurred and reported by the Beneficiary in the Refund Application.
12. The Beneficiary shall submit an Application for Refund in electronic form after the completion of renovation works or equipment deliveries.
13. Only expenses incurred in the period from the date of conclusion of the Grant Agreement until 21 April 2024 may be reimbursed.
14. The Beneficiary shall submit the Application for Refund no later than 21 April 2024. A link to the form containing the Refund Application will be made available on the [www.habitat.pl](http://www.habitat.pl) website after the completion of the Stage of Concluding Grant Agreements described in the Regulations.
15. The application for reimbursement will include photos of financial documents paid for by the Beneficiary, i.e. personal invoices, bills or other documents specified in the regulations, confirming the expenditure and a statement on the implementation of the project in accordance with the purpose described in the Application for funding.
16. On the basis of the Refund Application, the Beneficiary may receive a lump sum of up to 20% of the value of the expenses shown in the financial documents to cover the work carried out personally, if the Beneficiary actually performed it. The total amount of reimbursement (i.e. direct expenses plus a lump sum) may not exceed the maximum amount of funding requested by the Beneficiary. If the lump sum exceeds this amount, it shall be reduced accordingly. In other words, the Beneficiary

may receive a maximum amount of PLN 7000, and if he has applied for a smaller amount, the amount requested. However, they must provide financial documents to cover 80% of the amount requested.

17. Before transferring the Grant, Habitat may require the Beneficiary to present original financial documents: invoices, bills, confirmations of payments made, as well as other documents concerning the confirmation of the formal status of the beneficiaries, for example, regarding the date of arrival in Poland, the amount of income or disability.
18. Habitat may carry out an on-site inspection of the work/equipment before handing over the Grant.
19. Habitat may refuse to provide a Grant if the expense:
  - 1) It is more than 30% higher than the average market price typical for a given purchase,
  - 2) It was incurred in a period other than the deadline specified in the Grant Agreement,
  - 3) It has been shown in the Refund Application submitted after the specified deadline,
  - 4) Does not apply to the activities described in the Application for Funding,
  - 5) Applies to a different address or persons than those listed in the Grant Application, or when:
  - 6) The beneficiary or the other party to the Renovation Agreement (owner or resident) refuses to submit to an on-site inspection or to provide access to documents,
  - 7) The Refund Application is incomplete or incorrectly completed,
  - 8) The result of the project inspection is negative.
20. The grant awarded is generally non-repayable. Habitat may apply for reimbursement of a grant already made in the following cases:
  - 1) gross ingratitude, e.g. violation by the Beneficiary of the Agreement, including ethical standards or the Renovation Agreement,
  - 2) provide false information in the Grant Application or in the Refund Application.
21. Habitat will provide the grant by May 26, 2024, provided that the Beneficiary submits a properly completed Refund Application.

## **§ 2 Final provisions**

1. The contract is concluded for a definite period of time until 30 November 2024.
2. Any member of the program can express an opinion or submit a complaint about the operation of the RemontujeMy program and Habitat employees Poland using the following means of communication: Hotline: +48 799 351 115 (Mon.–Fri., 09.00–16.00), e-mail: cfm@habitat.pl (24/7), Telegram/Whatsapp: +48 575 750 063 (24/7).
3. Any material liability of Habitat Poland that may arise from this Agreement is excluded in its entirety on the basis of freedom of contract.

4. Any tax liability resulting from inheritance and gift tax on the grant (donation) is borne by the Beneficiary.
5. Disputes related to the performance of this Agreement shall be resolved amicably by the parties, and in the absence of an agreement, the dispute shall be resolved by a common court having jurisdiction over Habitat's registered office.
6. Amendments to this Agreement may be made only in writing, otherwise they will be null and void.
7. The Beneficiary accepts Habitat's ethical standards constituting Appendix 1 to the agreement.
8. The contract will be signed electronically.
9. The agreement is signed first by the Beneficiary.
10. The date of conclusion of the Agreement is the date of submission of the electronic signature by Habitat.
11. After signing by both parties to the agreement, the Beneficiary can start the implementation of the project. They don't need to take any other informing action or expect additional confirmation.

Appendices to the Grant Agreement:

1. Habitat Ethical Standards
2. Application for funding – printout from the Kobotoolbox system (available on-line, not attached to this template)

Appendix No. 2 to the Regulations

Appendix No. 1 to the Grant Agreement

## **Ethical Standards**

### **applicable in contracts concluded by Habitat for Humanity Poland**

By signing this Agreement, the Affirming Party confirms that the Habitat for Humanity Poland Foundation (hereinafter: Habitat) is a charitable non-governmental organization that adheres to the highest ethical standards and respects the human rights of all people and protects children and adults, including vulnerable adults, from exploitation and abuse. Accordingly, the Affirming Party agrees with the following:

1. **Governing Law.** The Affirming Party shall comply with all laws of the European Union, Polish and local authorities applicable to the performance of the activities and other obligations under this Agreement, including, without limitation, the maintenance of appropriate permits and licenses and the more specific elements described below.

2. **Expectations of ethical behavior.** The Affirming Party ensures that its staff, agents, contractors, volunteers, subcontractors, and other subcontractors or implementing partners meet the highest standards of moral and ethical conduct listed below. The Affirming Party acknowledges that it has read and will comply with its provisions.

2a. **Respect and protect the rights and dignity of all people and protect Habitat and Affirmation Party employees, volunteers, beneficiaries, and community members (especially vulnerable adults and children) from exploitation and abuse. Respecting, promoting and protecting the rights and dignity of all people (especially vulnerable adults and children) from any discrimination or intimidation. Treating all beneficiaries with respect, courtesy, and dignity. Accordingly, in the course of cooperation with Habitat, the Affirming Party and its representatives shall not:**

- Engage in any abuse of power, position, or influence by withholding humanitarian aid or manipulating beneficiary selection or targeting processes.
- Conduct in a manner inconsistent with the standards adopted by the United Nations to protect beneficiaries and community members (especially vulnerable adults and children) from sexual exploitation and abuse, especially, but not exclusively, during humanitarian crises.

2b. **Asset Protection.** Ensure that all entrusted assets are responsibly safeguarded and provide accurate, auditable records of those assets, including cash, where appropriate. Using reasonable care to protect and safeguard all assets entrusted to Habitat, applying at least the same care that he would use to protect his own personal assets in similar circumstances. Use Habitat's resources only for business purposes and in the best interests of Habitat. Accordingly, in the course of cooperation with Habitat, the Affirming Party and its representatives shall not:

- Steal, misappropriate, or misdirect Habitat's funds, property, or other assets for personal gain, or otherwise engage in any fraudulent activity related to Habitat's activities.
- Remove any Habitat equipment without prior permission.
- Regardless of current use or condition, sell, lend, give away, or otherwise dispose of Habitat's property without proper permission in accordance with applicable procedures.

2c. **Treating all Habitat donors, contributors, volunteers, contractors, beneficiaries, partners, and suppliers fairly and in accordance with Habitat's principles and keeping them safe. Treating all Habitat**

donors, contributors, volunteers, contractors, beneficiaries, partners, and suppliers with respect, respect, and integrity. Accordingly, in the course of working with Habitat, the Affirming Party and its representatives will not:

- Make promises that are not permitted by Habitat's business rules or other policies.
  - Intentionally include any kind of false information.
  - Offer benefits or rewards in violation of laws, laws, or generally accepted business practices.
  - Select contractors and suppliers and make purchasing decisions in a manner consistent with this document and Habitat's procurement policy, which requires ethical decisions to be made based on price, quality, quantity, delivery, or service.
  - Display or use pornographic or other inappropriate material in a space that may be accessed by Habitat's donors, contributors, volunteers, contractors, beneficiaries, partners, and suppliers.
- In the course of cooperation with Habitat, the Affirming Party and its representatives will strictly ensure that safety rules are followed.

2d. Avoid potential conflicts of interest and self-remove any real conflicts of interest. An actual or potential conflict of interest occurs when someone is able to influence a decision that may result in direct or indirect gain for them, their relative, or a close friend as a result of Habitat's activities.

When working with Habitat, the Affirming Party and its representatives will:

- If a conflict is inevitable or unsolvable, withdraw from such a conflict situation.

In the course of cooperation with Habitat, the Affirming Party and its representatives will not:

- Without Habitat's prior consent, engage in any business transaction on behalf of Habitat with anyone related to them or with a company in which their relative is a principal officer, decision-maker, or financial beneficiary.
- Use the company's suppliers or contractors for personal purposes without paying full market value for the services rendered and materials provided.
- Accept payment from another organization or individual to perform work that Habitat pays them for during their employment. In the event of an offer of such a fee or payment, they will either tactfully decline it or give the money to Habitat.

#### 2e. Gifts

Business-related gifts (including services, discounts, entertainment, travel, meals, promotional materials, or samples) are situations that are inherently compromising. The Affirming Party and its representatives will investigate any situation with reserve and prejudice against the gift.

Neither the Affirming Party, nor its representatives, nor their immediate family members will accept gifts from individuals participating in the Habitat Program or receiving in-kind support from Habitat.

Neither the Affirming Party and its representatives, nor their immediate family members, will accept gifts from an actual or potential Habitat supplier, business partner, or other professional partner.

2f. Perform their duties in full compliance with all applicable laws and regulations.

The Affirming Party and its representatives will protect Habitat's status as a public benefit organization by not using Habitat's assets to endorse political candidates, mobilize supporters to elect or defeat candidates, or align Habitat with political parties. It is important to note that in consultation with Habitat's advocacy department, communication with government officials and the public about positions on legislation is permitted as long as government funds are not used.

When participating in personal political activity or making contributions to political causes, the Affirming Party and its representatives will make it clear that they are acting on their own behalf and not on behalf of Habitat.

#### 2g. Anti-corruption and other business activities

Corrupt payments undermine the legitimacy and integrity of Habitat's work and interests and potentially violate a number of laws. The Affirming Party and its representatives will never accept, give, or facilitate any bribes, illegal commissions, extraordinary commissions, or other unusual payments. This includes improper coverage or reimbursement.

The Affirming Party and its representatives will avoid any action that could be considered anti-competitive, monopolistic, or otherwise contrary to competitive practices in the market.

If the Affirming Party and its representatives are unsure whether an activity violates antitrust or other fair trade laws, they will notify Habitat.

The affirming party and its representatives will not knowingly participate in any activity that violates any applicable law, rule or regulation of any government, government agency or regulatory body.

2h. Management, monitoring and evaluation. It is Habitat's expectation that its contractors, at a minimum, set clear goals toward meeting the standards set forth herein. Habitat expects its contractors to establish and maintain appropriate management systems related to the content of the ethical standards and to actively review, monitor and modify their management processes and business operations to ensure their compliance with the principles set out in the ethical standards.

2i. Create and store accurate records and reports. The Affirming Party and its representatives will maintain accurate, auditable records of all transactions with Habitat, in accordance with applicable accounting policies. They will never make entries or create any supporting documentation designed to conceal or mask the true nature of any transaction or create funds for use for other purposes.

The acknowledging party and its representatives will use reasonable efforts to ensure that any information they record and transmit to other parties – both Habitat and others – is accurate, current, and complete. The Affirming Party and its representatives will never create or use a report (financial or non-financial) to mislead those who receive it or to conceal anything.

The Affirming Party and its representatives will keep records as agreed with Habitat.

2j. Protection of confidential information and proprietary materials. Confidential information is information that is not widely known outside the organization and is not known to the public. It includes financial statements, board reports, donor information, personnel information, and supplier offerings in any format (digital or print). Confidential information may also include information provided to Habitat by another party pursuant to a confidentiality/non-disclosure agreement. This includes personal information of donors, staff members, volunteers and beneficiaries, which I understand may be protected by law and must not be misshared.

When working with Habitat, the Affirming Party and its representatives will:

- Protect Habitat's confidential information.
- Respect the confidentiality of information given to them in secret by others.
- Communicate with Habitat if it is necessary to receive or disclose sensitive information in the context of a particular business transaction.
- Immediately inform your line manager and appropriate Habitat personnel when they become aware of a breach or leak of confidential or personal information.

In the course of cooperation with Habitat, the Affirming Party and its representatives will not:

- Disclose Habitat's confidential information unless they obtain prior consent, even if such disclosure does not put Habitat at a disadvantage.
- In addition to legally recognized "fair use," proprietary materials such as copyrights and trademarks will not use proprietary material without the owner's permission. This includes unauthorized duplication of computer software and making multiple copies of publications when only one copy has been purchased.

2k. Reporting Any Possible Ethical Violations – Report If You See, Report

The Acknowledging Party and its representatives will report any violations of this document to Habitat personnel or anonymously through the HEAL reporting tool.

Similarly, the Affirmation Party and its representatives will make a notification if:

- They will become aware of potential fraud or unethical behavior.
- become aware of a situation in which there may be a conflict of interest.
- They believe that because of their conscience they cannot do what they are asked to do.

The Affirming Party and its representatives acknowledge that being aware of potential inappropriate behavior while failing to report such behavior is also considered inappropriate behavior and may warrant disciplinary action.

#### 2l. Commitment to non-retaliation

If representatives of the Affirming Party raise questions or suspicions of violations of this document in good faith, they will not lose their jobs or be harassed, subject to retaliation, or any negative consequences associated with their employment.

On the other hand, the Affirming Party declares that it will subject its representatives to disciplinary action if they are:

- Retaliate against a colleague for reporting a problem or cooperating in a formal investigation.
- Maliciously and falsely report inappropriate behavior.
- Violate any law or agreement with Habitat.
- Knowingly withhold information during an ethical investigation.

2m. Continuous improvement. The provisions set out in the document provide the minimum standards expected of Habitat's contractors. Habitat expects contractors to strive to exceed both international and industry best practices. Habitat also expects contractors to encourage and work with their own partners and subcontractors to ensure that they, too, strive to meet the principles of this document. Habitat recognizes that the achievement of some of the standards set out in the document is a dynamic process, not a static one, and encourages contractors to continuously improve their workplace conditions.

#### 3. Violation of Habitat's expectations of ethical conduct may include:

3a. Sexual Abuse (SA): Any actual or threatened physical intrusion of a sexual nature (including: inappropriate touching), whether by force or as a result of unequal power dynamics or other coercive conditions.

3b. Sexual Exploitation (SE): Attempted or actual abuse of a vulnerable person, the use of a power advantage, or trust for sexual purposes, including but not limited to: taking advantage of the monetary, social, or political benefits of another person's sexual exploitation.

3c. Sexual harassment (SH): Any unwanted sexual innuendo, comments, expressed or implied sexual demands, touching, jokes, gestures, or any other message or behavior of a sexual nature (verbal, written, or visual).

3d. Bullying: Conduct that targets a person and has the object or effect of creating an intimidating, hostile or abusive work environment.

3e. Harassment, including: any comment or behavior that is abusive, belittling, humiliating, degrading, derogatory, or otherwise inappropriate or inconsistent with respect for the dignity of the individual.

3f. Engaging in sexual activity with a person under the age of 18 (a Child), except where the Child is legally married to the employee or other staff in question and is at the legally prescribed minimum age from which the person is considered capable of giving valid consent to engage in sexual activity with another person (consent age)

3g. Discrimination: Any action or behavior that may discriminate. Habitat does not tolerate any actions, words, jokes, or comments based on gender, sexual orientation, gender identity, race, ethnicity, age, religion, physical condition, or other legally protected characteristics among its employees and partners.

The Affirmation Party will not discriminate against any person on the basis of race, sex, age, color, national origin, or disability. In the event that an Affirming Party is found to be in breach of applicable

non-discrimination laws by order, opinion or decision of any court, administrative authority or agency of the UN or the EU, this Agreement may be terminated or suspended in whole or in part by Habitat and the Affirming Party may be deemed ineligible for any future contracts or other agreements with Habitat.

3h. Human Trafficking: Habitat expressly prohibits its representatives, including employees, interns, volunteers, partners, and contractors, from engaging in human trafficking (including forced labor, forced child labor, sex trafficking, child sex trafficking, slave labor/debt servitude, forced domestic servitude, and unlawful recruitment and use of child soldiers).

Accordingly, the Affirming Party shall:

- To support and uphold the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights violations
- Prohibit forced or compulsory labour in all its forms

Accordingly, the Affirming Party shall not:

- Destroy, conceal, confiscate, or otherwise deny personnel (or a person under contract) access to their identity or immigration documents.
- Prohibit personnel (or a person under contract) from returning to their home country, where appropriate.
- Induce an individual to hire by making false or fraudulent claims, statements, or promises regarding that employment.
- Charge recruitment fees.
- Provide or arrange accommodation for staff (or a person under contract) that does not meet reasonable local accommodation and safety standards.
- Use personnel, agents, contractors and subcontractors contrary to applicable employment laws in the country where the recruitment takes place.

3i. Child Labor: Habitat expects its Affirmation Party not to employ:

- Children under the age of 15 who have not completed at least eight years of primary school and have not presented a medical certificate stating that the work in question does not endanger their health.
- Persons under the age of 18 for work which, by its nature or the circumstances in which it is performed, may harm the health, safety or morals of such persons.

3j. Retaliation, including: any form of action against whistleblowers, including harassment, intimidation, adverse employment activities, or any other form of retaliation against individuals who report suspected misconduct in good faith, cooperate with investigations and prosecutions, or identify potential violations of Habitat policies.

3k. Fraud, including: any act of deception, bribery, forgery, extortion, theft, misappropriation, misrepresentation, conspiracy, corruption, collusion, embezzlement, intentional omission, concealment of material facts, or gross negligence.

4. Prevention of fraud, sexual exploitation, sexual abuse, harassment (SEAH), retaliation and other abuse.

In particular, and without limiting the foregoing, the Affirming Party represents and warrants that it will take all appropriate measures to prevent fraud, SEAH, retaliation, or other improper behavior on the part of the Affirming Party, any of its employees, or any other person who may be engaged or commissioned to provide any services under this Agreement by the Affirming Party.

5. Reporting and Documenting Potential Misconduct.

In the event of an allegation of fraud, sexual exploitation, sexual abuse and harassment (SEAH), retaliation, or other misconduct, the receiving party will document the allegation confidentially and promptly report it to the other party in a secure manner.



Reports to Habitat should be directed to the Habitat Ethics and Accountability Line ("HEAL"), Habitat's anonymous incident reporting system and central repository for incident tracking:

- Online at:  
<https://heal.habitat.org>
- On the phone numbers:  
00 800 141 0213  
or 00 800 111 3819

The report should include, among other things, the details of the incident and the corrective actions taken by the party to resolve the incident.

6. Anti-bribery and anti-corruption laws. The Parties and their personnel, agents, contractors and subcontractors will comply with applicable anti-bribery and anti-corruption laws. Neither the parties nor their employees or agents shall directly or indirectly pay, offer to pay, or permit the payment of any item of value to any government official, government employee, political party, or political candidate for the purpose of obtaining or retaining benefits in connection with this Agreement or otherwise influencing such person in his or her official capacity.

#### 7. Other expectations.

The affirming party acknowledges and undertakes to act as expected:

- Mines: Habitat expects its contractors not to engage in the sale or manufacture of anti-personnel mines or components used in the production of anti-personnel mines.
- Environment: In accordance with UN guidelines, Habitat expects its contractors to have an effective environmental policy and to comply with applicable environmental laws and regulations. Contractors should, where possible, support a prudent approach to environmental issues, take initiatives to promote greater environmental responsibility, and encourage the uptake of environmentally friendly technologies by implementing sound life-cycle practices.
- Chemical and hazardous materials: Chemical and other hazardous materials if released into the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling, or reuse and disposal.
- Wastewater and solid waste: Wastewater and solid waste generated from activities, industrial processes, and sanitation facilities are to be monitored, controlled, and treated as required prior to discharge or disposal.
- Volatile emissions: Emissions to air of volatile organic chemicals, aerosols, corrosive substances, particulate matter, ozone-depleting chemicals, and combustion by-products generated during operations are to be characterized, monitored, controlled, and treated as required prior to discharge or disposal.
- Minimizing waste, maximizing recycling: Waste of all types, including water and energy, is to be reduced or eliminated at source or through practices such as modification of production, maintenance, and facility processes, substitution of materials, conservation, recycling, and reuse of materials.

8. Anti-terrorism. The parties agree that neither they nor their personnel, agents, contractors and subcontractors have knowingly provided material support or resources to any person, entity or organization that commits, attempts to commit, advocate, facilitates or participates in terrorist acts or has committed, attempted to commit, have facilitated or participated in terrorist acts and will take reasonable steps to ensure that they do not provide material support or resources to any person, an entity or organisation that commits, attempts to commit, advocates, facilitates or participates in terrorist acts or has committed, attempted to commit, facilitated or participated in terrorist acts.

#### 9. Breach of Agreement and Appendix.

The Affirming Party acknowledges and agrees that the provisions of the foregoing terms and conditions constitute material terms and an integral part of the referenced Agreement and that any breach of this representation and warranty, including, but not limited to, the Affirming Party's failure to take

preventive measures against fraud, SEAH, human trafficking, retaliation, or other improper behavior, to promptly report any allegations of fraud to Habitat, SEAH, human trafficking, retaliation, or other inappropriate behavior, to support the investigation of such allegations or to take corrective action to resolve an incident of fraud, SEAH, human trafficking, retaliation, or other improper behavior, constitute a material breach and entitle Habitat to terminate the Agreement immediately upon notice to the Affirming Party, without any liability for termination fees or any other liability of any kind.

**Request for Refund**  
**as part of the RemontujeMY (WErenovate) Programme**  
**Call for proposals No. 1/2024**

1. Provide the name of the Beneficiary  
*Provide the same data as in the Grant Agreement (you signed the agreement electronically via the Autenti system)*
2. Enter the Beneficiary's PESEL number\*  
Provide the same PESEL number as on your Grant Agreement (if a passport number was provided, please provide the passport number)
3. Enter the Grant Application number\*  
  
Enter the number of the Grant Application (the number is given on page 1 of the Grant Agreement).
4. Enter the Beneficiary's bank account number\*  
  
Re-enter the bank account number to which the donation will be transferred.
5. How did you complete the project?  
I have done everything in accordance with the Grant Application  
I was not able to implement everything in accordance with the Grant Application  
If NO is checked, please describe what the changes are in relation to the application
6. Does the Resident (Ukrainian household) currently live in the premises where the project was implemented?  
Yes/No
7. Upload a photo of the room or part of the building that was the subject of renovation works (8 photos)  
Take a photo of the entire room/rooms, followed by close-up photos of the elements taken as part of the project. Try to take a photo from the same shot as in the application form so that we can compare the before and after effect. Reduce the size of each photo to 1 MB
8. What is the total amount of expenses for which you have invoices, bills, receipts, receipts?  
Round pennies to the nearest penny.
9. Upload a photo of the expense receipt (invoices, bills, receipts, receipts). Upload each page one by one as separate images. Reduce the size of each photo to 1 MB. There are 30 fields available for uploading photos - if you have more documents, write to us about it on [remontujemy@habitat.pl](mailto:remontujemy@habitat.pl)
10. Are you requesting a 20% lump sum for work done personally?

Remember, you will only receive a lump sum if you declared in the Grant Application that you have personally performed the work and actually performed it. The total amount of funds disbursed (lump sum + bills) may not exceed the maximum value of the grant. If you have documented expenses in the amount of PLN 7000 or more, select "no". If your bills include assembly and transportation costs, also tick "no"

Yes/No

11. Upload photos during the personal execution of the work (3 photos). Photos can be taken from behind if you don't want to present your stained glass. Reduce the size of each photo to 1 MB
12. We kindly ask for your consent to the use of photos from your personal work for the purpose of promoting the RemontujeMY program  
Consent is not mandatory and does not affect the assessment of the application. Such photos are very valuable for Habitat because they help in promoting the program and Habitat looking for funds for its next editions.
13. Would you like to write what the project has changed in your life? What did you like and what should be changed? Feedback is extremely important to us because it allows us to improve our work.
14. Do you agree to the use of a quote from your review above for the purpose of promoting the program with reference to your name or anonymously?  
I disagree  
I agree, but anonymously  
I agree with the appointment of us my name