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APPROVED
by the decision of the Management Board
of NGO "RUKH Global"
Minutes No. 3 dated "17" April 2026



Chairman of the Management Board

Igor DUDKA

Executive Director

Maryna MAKHOTA

PROCUREMENT POLICY AND PROCEDURES OF THE NON-GOVERNMENTAL ORGANIZATION "RUKH GLOBAL"

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Responsible for maintenance: Executive Director / Financial Manager

Approved by: Management Board of NGO "RUKH Global"



1. GENERAL PROVISIONS

1.1. Purpose of the Policy

1.1.1. This Procurement Policy and Procedures (hereinafter — the Policy) of the Non-governmental organization "RUKH Global" (hereinafter — the Organization, RUKH Global) establishes the unified rules, principles, thresholds, procedures, and areas of responsibility for the procurement of goods, works, and services carried out using the Organization's own funds, donor grants, targeted donations, membership fees, and any other sources of funding.

1.1.2. The Policy is designed to ensure: (a) best value for money in every procurement; (b) transparency, accountability, and sound financial management; (c) compliance with the requirements of Ukrainian legislation for non-profit organizations and with the requirements of international donors — in particular the European Union, the U.S. Department of State, UN agencies, GIZ, SIDA; (d) minimization of the risks of corruption, fraud, conflict of interest, and reputational damage.

1.1.3. The Policy is mandatory for all full-time employees of the Organization, members of the Management Board, project managers, volunteers, contractors, and any other persons who carry out or participate in procurement on behalf of RUKH Global.

1.2. Scope of application

1.2.1. The Policy applies to all procurements of goods, works, and services of any value and to all sources of funding, except for payroll payments to full-time employees, payment of mandatory taxes and fees, bank commissions, and other non-procurement operations regulated by separate internal acts of the Organization.

1.2.2. Where a specific donor grant agreement contains more stringent requirements, the donor's requirements shall apply. In the event of a conflict between donor requirements and Ukrainian legislation, RUKH Global shall seek guidance from the donor and from an independent legal adviser.

1.3. Terms and definitions

Term	Definition
Procurement	The acquisition by the Organization of goods, works, or services for monetary consideration or other assets on the basis of a contract.
Supplier	A legal entity, natural person — entrepreneur, or natural person that supplies goods, performs works, or renders services to the Organization.
Procurement Committee (Tender Committee)	A collegial advisory body of the Organization that evaluates proposals and decides on the selection of the supplier for procurements above the established threshold.
Procurement File	A systematized file of the procurement containing all documentation: the request, Terms of Reference, announcement, proposals, evaluation minutes, contract, acceptance acts, and payment documents.
Best Value for Money (BVM)	The principle of evaluation whereby the proposal offering the best ratio between price and quality is selected (not merely the lowest price).
Conflict of Interest (COI)	A situation in which personal, financial, family, or other interests of a person affect or may affect the objectivity of a procurement decision.
Sanction lists screening	Mandatory verification of the supplier against the sanctions lists of the EU, the United States (OFAC SDN), the UN, and the World Bank list of debarred persons.
Eligible costs	Costs that meet the eligibility conditions under the grant agreement and EU Financial Regulation 2024/2509.

2. LEGAL BASIS

2.1. This Policy has been developed in accordance with the Charter of NGO "RUKH Global" and on the basis of, and taking into account, the following acts:

2.1. National legislation of Ukraine

- Law of Ukraine No. 4572-VI "On Public Associations" of 22 March 2012 (in the wording as of 03.09.2024, on the basis of Law of Ukraine No. 3257-IX).
- Tax Code of Ukraine, in particular Article 133.4 (non-profit organizations).
- Law of Ukraine No. 922-VIII "On Public Procurement" of 25 December 2015 — applied by the Organization in cases where RUKH Global acts as a contracting authority at the expense of budget funds or funds treated as equivalent to public funds.
- Law of Ukraine No. 1700-VII "On Prevention of Corruption" of 14 October 2014.

- Law of Ukraine No. 996-XIV "On Accounting and Financial Reporting in Ukraine" of 16 July 1999.
- Law of Ukraine No. 2297-VI "On Personal Data Protection" of 1 June 2010.
- Civil Code of Ukraine and Commercial Code of Ukraine — in the part regulating contractual relations.

2.2. European Union legislation

- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) — in force since 30.09.2024, replacing Regulation 2018/1046. Particularly relevant are: Art. 164 (general principles), Art. 165 (types of procedures), Arts. 166–171 (procedural requirements), Art. 172 (EU institutions thresholds), Arts. 173–175 (exclusions, framework contracts, electronic means).
- Regulation (EU) 2021/818 — Creative Europe Programme 2021–2027.
- Model Grant Agreement (MGA) of Creative Europe and Horizon Europe v5.0 (2024) — Annex 5 (Specific rules on procurement and sub-contracting).

2.3. U.S. legislation

- 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (revision of 22 April 2024, 89 FR 30136, applicable to grants from 1 October 2024). Sections §§200.317–200.327 contain the mandatory requirements for procurement procedures of recipients of U.S. federal funds:
- §200.320(a)(1) — Micro-purchase threshold: up to \$10,000 (raised in 2024; may be self-certified up to \$50,000 subject to risk assessment).
- §200.320(a)(2) — Simplified Acquisition Threshold: up to \$250,000 — simple competitive methods (small purchase procedures) are used.
- §200.320(b) — Sealed bids / Competitive proposals / Noncompetitive procurement (in limited circumstances).
- §200.313 (Equipment) — the equipment accounting threshold has been raised to \$10,000 (from \$5,000).

2.4. Donor requirements

- Creative Europe Grant Agreement — requires: (a) application of the principles of BVM, transparency, equal treatment, non-discrimination; (b) documented justification of supplier selection; (c) avoidance of conflicts of interest; (d) retention of documentation for 5 years after payment of the balance (or 3 years for grants ≤ €60,000), while the RUKH standard is 10 years.
- GIZ General Terms and Conditions (AV-GIZ) — Partner Capacity Assessment (PCA) procedure.
- Sida's Regulations for Contributions — anti-corruption requirements, mandatory verification against sanctions lists.
- UN Partner Portal Due Diligence — verification of suppliers in procurements carried out within projects of UN agencies.

2.5. International standards

- ISO 37001:2016 — Anti-bribery Management Systems.
- Accountable Now (formerly INGO Accountability Charter) — Accountability Framework.
- Core Humanitarian Standard (CHS) — in the part concerning resource management.

2.6. Internal documents of the Organization

- Charter of NGO "RUKH Global".
- Financial Management Policy.
- Anti-Corruption and Anti-Fraud Policy.
- Conflict of Interest Prevention Policy.
- Code of Ethics and Conduct.
- Whistleblowing Policy.

3. PROCUREMENT PRINCIPLES

3.1. All procurements of the Organization are carried out on the basis of the following principles, which are grounded in Article 164 of EU Financial Regulation 2024/2509:

3.2. Best Value for Money — the proposal is evaluated not only on price but on a combination of criteria: quality, timing, technical compliance, supplier experience, after-sales service, environmental performance.

- 3.3. Non-discrimination and Equal Treatment — no potential supplier may be rejected on grounds unrelated to the subject matter of the procurement (nationality, form of ownership, region, sex, age of the founder, etc.).
- 3.4. Transparency — the procedures, criteria, and results of procurement are transparent and documented. Significant procurements (over €10,000) are published on the Organization's official website and/or through electronic notification channels.
- 3.5. Proportionality — the complexity of the procedure corresponds to the value and risk of the procurement: small procurements are not burdened with excessive bureaucracy, large ones undergo a full tender procedure.
- 3.6. Sound Financial Management — procurements are economical (economy), efficient (efficiency), and effective (effectiveness). Every procurement shall correspond to the budget plan and source of funding.
- 3.7. Free Competition — the Organization creates conditions for competition between potential suppliers; artificial narrowing of the circle of participants and artificial splitting of a procurement into parts to circumvent thresholds are prohibited.
- 3.8. Integrity and Anti-corruption — all participants in the procurement process shall act without any manifestation of corruption, bribery, fraud, or favoritism; any conflict of interest shall be declared and managed.
- 3.9. Environmental and Social Responsibility — under equal conditions, preference shall be given to suppliers that demonstrate a responsible approach (environmental certifications, respect for labour rights, inclusiveness).

4. CATEGORIES AND THRESHOLDS OF PROCUREMENT

4.1. The procurements of RUKH Global are divided into categories depending on value. The thresholds are calculated per single procurement of one subject-matter from one supplier within a calendar year (on an aggregated basis, without artificial splitting). The currency equivalent is determined at the official exchange rate of the National Bank of Ukraine as of the date on which the procurement decision is taken.

4.2. Thresholds matrix

Category	Threshold (€ or \$ equivalent)	RUKH procedure	Equivalent in donor rules
A	up to €1,000 / \$1,000	Single source + written justification by the project manager; receipt/invoice/acceptance act.	Micro-purchase (2 CFR 200.320(a)(1) — up to \$10,000 self-certified); EU FR: low value procurement.
B	€1,000 – €10,000	Collection of at least 3 written quotations from independent suppliers; selection based on a comparative table.	Small purchase / simplified acquisition (2 CFR 200.320(a)(2) — up to \$250,000); EU FR: negotiated procedure without publication.
C	€10,000 – €60,000	Competitive negotiated procedure: invitation of at least 3–5 suppliers, ToR, evaluation by the Procurement Committee, minutes.	EU FR Arts. 167–171 — negotiated procedure with prior publication; 2 CFR 200.320(b)(2) — competitive proposals.
D	above €60,000	Open tender: public announcement (website + profile channels), ToR, evaluation by the Procurement Committee, contract after donor clearance (where required).	EU FR Art. 172 — open procedure; Creative Europe: open tender mandatory; 2 CFR 200.320(b)(1) — sealed bids.

- 4.3. Purchases of equipment with a value of €10,000 / \$10,000 per unit or more are additionally recorded as capital assets (2 CFR 200.313) and marked with a RUKH Global inventory number.
- 4.4. Artificial splitting of procurement — the division of a homogeneous procurement into smaller contracts for the purpose of circumventing thresholds — is prohibited. Violation shall entail disciplinary liability and notification of the donor.
- 4.5. Framework agreements are concluded in accordance with Article 174 of EU FR, subject to a separate decision of the Management Board, for a term of up to 4 years.
- 4.6. Exceptional cases (sole-source / single source) above €1,000 are permitted only in the event of:
- uniqueness of the supplier (patent/licence exclusivity, sole authorized partner);
 - extraordinary circumstances (crisis response, force majeure);
 - extension of an existing contract under the conditions of the donor.

4.7. Each sole-source case shall be documented by a decision of the Procurement Committee with detailed justification.

5. PROCUREMENT COMMITTEE (TENDER COMMITTEE)

5.1. Composition

5.1.1. The Procurement Committee (hereinafter — the Committee) consists of at least three (3) persons appointed by order of the Executive Director.

5.1.2. The mandatory roles in the Committee are:

- Chairperson of the Committee — the Executive Director or a person authorized thereby;
- Financial representative — the chief accountant / financial manager;
- Technical expert — the project manager within whose project the procurement is carried out, or a relevant specialist.

5.1.3. Where necessary, an independent external expert without voting rights is involved (for example, for IT procurement, legal services).

5.2. Powers

The Committee performs the following functions:

5.2.1. Approves the Terms of Reference (ToR) for procurements of categories C and D.

5.2.2. Evaluates suppliers' proposals against the evaluation grid.

5.2.3. Conducts COI screening and sanction lists screening.

5.2.4. Decides on the selection of the supplier and draws up the evaluation minutes.

5.2.5. Considers complaints of procurement participants and recommends actions to the Management Board.

5.3. Working procedure

5.3.1. Meetings of the Committee are quorate when at least 2/3 of the composition is present.

5.3.2. Decisions are taken by a simple majority of votes; in the event of a tie, the Chairperson's vote is decisive.

5.3.3. A member of the Committee who has a COI in respect of a specific procurement shall recuse themselves and shall not participate in the evaluation.

5.3.4. Meetings are recorded by minutes signed by all Committee members present.

6. SUPPLIER SELECTION PROCESS

6.1. Main stages

6.1.1. Initiation: the project manager prepares a "Procurement Request" (Annex A) describing the need, budget, source of funding, and timelines.

6.1.2. Approval of the request: the Executive Director (categories A, B) or the Management Board (categories C, D above €30,000).

6.1.3. Development of the Terms of Reference (Technical Specification) — using the template (Annex B).

6.1.4. Collection of proposals (in accordance with the threshold) — request for quotations, invitation, public announcement.

6.1.5. Supplier verification — COI and sanction lists screening.

6.1.6. Evaluation against the evaluation grid (Annex C) — Procurement Committee.

6.1.7. Minutes of supplier selection.

6.1.8. Conclusion of the contract — on the basis of the approved template (Annex D).

6.1.9. Performance, acceptance, payment, archiving.

6.2. Evaluation Grid (criteria for evaluation of proposals)

6.2.1. Proposals are evaluated on a 100-point scale with the following weighting coefficients:

Criterion	Weight	Indicative content
Price (Financial)	40–60%	Calculation by the formula: (lowest price / proposal price) × 100 × weight. Takes into account VAT/EUR equivalent, transparency of cost structure.
Quality (Technical)	30–50%	Compliance with the ToR, technical characteristics, supplier experience in similar projects, qualifications of the team, references.

Delivery time and service	10–20%	Proposed delivery/performance timelines, warranty obligations, after-sales support, logistics.
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6.2.2. The weighting coefficients are fixed in the ToR before the announcement of the procurement and may not be changed after proposals have been submitted.

6.2.3. For procurement of expert/intellectual services, a quality weight of up to 70% is permitted by decision of the Procurement Committee.

6.2.4. The minimum passing threshold is 60 points out of 100. Proposals scoring less are not considered as meeting the need.

6.3. Disqualification of proposals

A proposal is automatically disqualified in the following cases:

- submission after the deadline;
- non-compliance with mandatory ToR requirements;
- the existence of an undeclared COI;
- the supplier's inclusion in sanctions lists;
- submission of false or incomplete documents;
- the existence of facts of corruption, fraud, or debarment (World Bank Debarred List).

7. CONFLICT OF INTEREST SCREENING OF SUPPLIERS

7.1. In every procurement of categories B, C, and D, mandatory COI screening is conducted — verification of a potential conflict of interest between the supplier and: (a) members of the Management Board, (b) employees of RUKH Global, (c) members of the Procurement Committee, (d) project managers.

7.2. Forms of COI to be identified:

- family/kinship ties (up to the 4th degree);
- holding of corporate rights in the supplier by an employee/member of the Management Board of RUKH;
- joint economic activity;
- personal financial dependency (loan, debt obligations);
- previous/current employment/contractual relations within the last 24 months.

7.3. Verification procedure:

7.3.1. The supplier completes the Supplier Declaration (Annex D/Annex G), which includes the declaration of COI and confirmation of non-inclusion in sanctions lists.

7.3.2. Members of the Procurement Committee also sign a declaration of no COI in respect of the specific procurement prior to the evaluation of proposals.

7.3.3. Where a COI is identified, the procurement shall either: (a) continue without the participation of the person with a COI (if that person is a Committee member); (b) be terminated with the supplier concerned (if the COI is material and cannot be overcome); (c) be allowed by written decision of the Management Board with an effective mitigation plan, and with notification to the donor.

7.4. An undetected / concealed COI constitutes grounds for disciplinary liability, termination of the contract, and referral to law enforcement bodies where there are signs of a criminal offence.

8. SANCTION LISTS SCREENING

8.1. All suppliers in categories B, C, and D undergo mandatory screening against the following sanctions lists prior to the conclusion of a contract:

List	Authority	Verification source
EU Consolidated Financial Sanctions List	European Union	webgate.ec.europa.eu/fsd/fsf (EU Financial Sanctions Files)
OFAC Specially Designated Nationals (SDN) List	U.S. Department of the Treasury	sanctionssearch.ofac.treas.gov
UN Consolidated Sanctions List	United Nations Security Council	un.org/securitycouncil/content/un-sc-consolidated-list

World Bank Listing of Ineligible Firms & Individuals (Debarred List)	World Bank Group	worldbank.org/en/projects-operations/procurement/debarred-firms
Sanctions lists of Ukraine (NSDC)	National Security and Defence Council of Ukraine	rnbo.gov.ua (Sanctions Register)

8.2. The verification is documented by screenshots and/or printed search results, which are filed in the Procurement File.

8.3. Where a supplier matches a sanctions list, procurement from that supplier is prohibited without exceptions; in the event of a partial match (namesakes, etc.), additional identity verification is carried out (by EDRPOU/VAT ID, address, names of beneficial owners).

8.4. Sanction screening is repeated before the renewal of framework contracts and before the disbursement of each tranche under long-term contracts exceeding €60,000.

9. DOCUMENTATION (PROCUREMENT FILE)

9.1. For each procurement of categories B, C, and D, a single Procurement File is created, containing:

No.	Document	Purpose
1	Procurement Request (Annex A)	Records the need, budget, source of funding, timelines.
2	Terms of Reference (Annex B)	Detailed description of the subject-matter of the procurement, evaluation criteria, weighting coefficients.
3	Announcement / invitation / request letter	Evidence of transparency and market reach.
4	Suppliers' proposals (at least 3)	Commercial and technical proposals of all participants.
5	Sanction screening results	Screenshots of screening against the lists (Section 8).
6	COI declarations (Annex D)	From each supplier and members of the Procurement Committee.
7	Evaluation grid (Annex C) + calculations	Evaluation of proposals with scores and justification.
8	Minutes of the Procurement Committee	Decision on supplier selection.
9	Contract (Annex E)	Signed contract with all annexes.
10	Acceptance acts for goods/services	Evidence of performance.
11	Payment documents	Invoices, bank statements.
12	Correspondence with the supplier	Material correspondence by email, observations, claims.

9.2. The Procurement File is kept in both paper and electronic form; the electronic copy is stored in a secure corporate repository with restricted access.

9.3. Responsibility for the completeness and preservation of the Procurement File lies with the project manager who initiated the procurement, with operational control by the financial manager.

10. CONTRACTS

10.1. All procurements above €1,000 are formalized by a written contract. Procurements up to €1,000 may be formalized by invoice + acceptance act/receipt without a separate contract.

10.2. Contracts are concluded on the basis of a standard template (Annex E), adapted to the specific procurement.

10.3. Mandatory clauses of every contract

- Anti-Corruption Clause: prohibition on offering, giving, or demanding bribes or facilitation payments; obligation to report attempts of corruption; right of the Organization to terminate the contract in the event of corruption initiated by the supplier.
- Data Protection Clause: obligation of the supplier to process personal data in accordance with Law of Ukraine No. 2297-VI and GDPR (for EU projects); obligation to report data breach incidents; sub-processors only with written consent.

- Right to Audit: right of the Organization and/or the donor (EU, State Dept, UN agencies, etc.) to conduct audits, examine documents, and visit the supplier's premises during the performance of the contract and for 10 years after its completion.
- Termination for Cause: right of unilateral termination of the contract in the event of material breach (delay, non-conforming quality, identification of COI/corruption, bankruptcy, inclusion in sanctions lists).
- Force Majeure: definition, notice, consequences; circumstances of the armed conflict in Ukraine qualify as force majeure in accordance with certificates of the Chamber of Commerce and Industry of Ukraine.
- Intellectual Property: transfer of rights to the results (works-for-hire) or grant of non-exclusive licences; open licences (Creative Commons) — by decision of the donor.
- Confidentiality: obligations of the parties with respect to confidential information; exception — information which the Organization is required to disclose to the donor.
- Governing Law & Dispute Resolution: applicable law — the law of Ukraine; disputes — by negotiation, then by the courts of Ukraine; for international contracts — arbitration is possible (ICC Paris or the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine).
- Visibility: the supplier is required to mention RUKH Global and the donor (where applicable) in the results, complying with the donor's Visibility Guidelines.

10.4. The contract is signed on behalf of the Organization by the Executive Director within the limits of the powers vested in the Executive Director by the Charter; contracts above €60,000 are signed following a prior decision of the Management Board.

10.5. Material amendments to the contract are formalized by additional agreements observing the same approval procedure.

11. ACCEPTANCE OF GOODS AND SERVICES

11.1. Acceptance of goods and services is performed by signing of an acceptance-transfer act (act of works performed / act of services rendered) by an authorized person of the Organization.

11.2. For goods — quantitative and qualitative verification of compliance with the contract and ToR is carried out; the following are drawn up:

- acceptance-transfer act (in 2 counterparts);
- expenditure invoice from the supplier;
- where necessary — a technical inspection act (for equipment).

11.3. For services — an act of services rendered with a performance report (deliverables) in the form defined by the contract.

11.4. Where defects are identified, a non-conformity act is drawn up and sent to the supplier for remediation within the established period. Payment is made only after remediation of the defects or is proportionately reduced.

11.5. Equipment with a value of €10,000 or more is marked with a RUKH Global inventory number and entered into the register of fixed assets.

12. POST-CONTRACT MANAGEMENT (PERFORMANCE MONITORING)

12.1. The project manager continuously monitors the performance of each contract:

- control of compliance with timelines and quality;
- monthly/stage-by-stage verification of deliverables;
- response to deviations (early warnings).

12.2. Upon completion of the contract (above €10,000), a Supplier Performance Evaluation is drawn up according to the following criteria:

- quality of performance (1–5);
- compliance with timelines (1–5);
- communication and flexibility (1–5);
- compliance with the budget (1–5);
- overall recommendation (include in the white-list, use with restrictions, black list).

12.3. The monitoring results are entered in the Procurement Register (Annex F) and taken into account in future procurements from the same supplier.

12.4. The Organization maintains an internal White-list (vetted suppliers) and a Black-list (suppliers with whom cooperation has been terminated for reasons of improper performance, corruption, or COI).

13. ARCHIVING

13.1. The Procurement File and all related documents are stored for no less than 10 (ten) years from the date of the last transaction under the contract. That term corresponds to:

- the requirements of EU Financial Regulation 2024/2509 with respect to audits of beneficiaries;
- the requirements of the Creative Europe Grant Agreement (standard 5 years, extended to 10 years for cultural heritage projects);
- the requirements of 2 CFR 200.334 — retention requirements (3 years, but for high-risk projects — until completion of all audits);
- the requirements of Ukrainian tax legislation (Art. 44 of the Tax Code of Ukraine — 1,095 days for certain categories, longer for capital assets).

13.2. The documents are stored:

- in paper form — in the secure archive of the Organization's office (access — financial manager, Executive Director);
- in electronic form — in the corporate secure repository with backup (Google Workspace / Microsoft 365 with encryption + external backup);
- electronic copies are legally equivalent in accordance with the Law of Ukraine "On Electronic Documents and Electronic Document Circulation".

13.3. The destruction of documents following the expiry of the retention period is formalized by a destruction act signed by the Executive Director and the financial manager.

13.4. In the event of an active audit, dispute, or investigation, the retention period is extended until full resolution.

14. ANTI-CORRUPTION AND ANTI-FRAUD IN PROCUREMENT

14.1. The Organization applies a "zero tolerance" principle with respect to corruption, bribery, fraud, and extortion in the procurement process.

14.2. Red flags — signs of potential violations

- repeated procurements from one supplier without competition;
- prices significantly above market without justification;
- artificial splitting of procurements;
- pressure on members of the Procurement Committee from external persons;
- offers of "services" from suppliers to the Organization's employees (gifts, entertainment, travel);
- a supplier that has been recently registered, with no history, and with signs of being a shell company;
- identical addresses, telephone numbers, IP addresses in "competing" proposals (collusion).

14.3. Prevention mechanisms

14.3.1. Mandatory COI and anti-bribery declarations for all participants in the process.

14.3.2. Rotation of members of the Procurement Committee (no longer than 3 years in the same composition for the same type of procurement).

14.3.3. Mandatory annual anti-corruption and procurement training for key persons.

14.3.4. Sanction screening and COI screening on a mandatory basis.

14.3.5. Prohibition on accepting gifts above a symbolic value (€30) from current or potential suppliers.

14.4. Response mechanisms

14.4.1. Confidential whistleblowing channel — email compliance@rukh.global, an envelope marked "for the Chairman of the Management Board", an anonymous form on the website.

14.4.2. Internal investigation within 30 days with a decision on the application of measures.

14.4.3. Notification of donors in the event of reasonable suspicion of corruption or fraud within their projects — in accordance with the grant agreements (Creative Europe — OLAF, EU FR Art. 158; 2 CFR 200.113 — Mandatory Disclosures "promptly").

14.4.4. Referral to Ukrainian law enforcement bodies (NABU, the Prosecutor's Office, the Police) where there are signs of a criminal offence.

14.4.5. Inclusion of the supplier in the internal black list of RUKH Global and notification of partner NGOs.

15. RESPONSIBILITY

Role	Responsibility
Management Board	Approves the Policy and amendments to it; takes decisions on procurements of category D above €60,000; considers strategic reports on procurement activity.
Chairman of the Management Board (IGOR DUDKA)	Signs decisions of the Management Board; ensures proper implementation of the Policy.
Executive Director (Maryna Makhota)	Ensures operational implementation of the Policy; forms the Procurement Committee; approves procurements of categories A, B, and C up to €30,000; signs contracts within the scope of authority.
Procurement Committee	Evaluates proposals, decides on the selection of the supplier, conducts COI and sanction screening.
Project manager	Initiates the procurement, prepares the ToR, maintains the Procurement File, conducts post-contract monitoring.
Financial manager / accountant	Verifies budget compliance, makes payments, keeps accounting records, stores financial documents.
All employees, volunteers, contractors	Comply with the Policy, declare COI, report violations.

15.1. Violation of the Policy entails disciplinary, civil, and, where signs thereof exist, criminal liability in accordance with Ukrainian legislation.

15.2. Suppliers that have breached anti-corruption obligations or provided false information shall be included in the black list for a period of at least 3 years and notified to donors where such an obligation exists.

16. FINAL PROVISIONS

16.1. This Policy enters into force on the day of its approval by the Management Board of NGO "RUKH Global".

16.2. The Policy is subject to review no less than once every 2 (two) years or in the event of:

- material changes in Ukrainian legislation (in particular Law of Ukraine No. 4572-VI, the Tax Code of Ukraine, Law of Ukraine No. 922-VIII, Law of Ukraine No. 1700-VII);
- changes in the EU Financial Regulation, 2 CFR 200, and the requirements of other key donors;
- findings of external audits that reveal deficiencies;
- material changes in the structure or strategy of the Organization.

16.3. Amendments to the Policy are made in accordance with the procedure identical to the procedure for its approval.

16.4. Previous editions of the Policy are kept in the archive as a historical record.

16.5. This Policy complies with:

- the clauses of the Charter of NGO "RUKH Global" concerning the powers of the Management Board and the Executive Director;
- EU Financial Regulation 2024/2509 (Arts. 164–175);
- 2 CFR 200.317–327 (revision of 22.04.2024);
- Law of Ukraine No. 922-VIII "On Public Procurement" (in the part applied to budgetary funds);
- the requirements of the Creative Europe Grant Agreement.

16.6. In the event of a conflict between this Policy and the requirements of a donor's grant agreement, the donor's requirements shall apply.

16.7. All matters not regulated by this Policy shall be decided in accordance with the Charter of NGO "RUKH Global", the applicable legislation of Ukraine, and donor requirements.

ANNEXES

Annex A. Procurement Request Form

Field	Value / description
Request No.	PR-YYYY-NNN
Date of submission	"__" "__" 202__
Initiator (full name, position)	
Project / grant	
Source of funding / budget line	
Subject of procurement (description)	
Quantity / volume	
Estimated cost (currency)	
Procurement category (A / B / C / D)	
Justification of need	
Desired performance timelines	
Risks / constraints	
Proposed suppliers (if known)	
Approval (Executive Director / Management Board)	Signature, date

Annex B. Template Terms of Reference (Technical Specification)

1. Context and justification of the procurement

Brief description of the project, source of funding, purpose of the procurement, and its link to the overall objectives of the Organization and the donor.

2. Subject of the procurement

Exact name of the goods/works/services, CPV code (where applicable), quantitative and qualitative characteristics, technical requirements, standards, certificates.

3. Scope of Work

List of tasks, deliverables, milestones, timelines, reporting, format of results.

4. Qualification requirements for the supplier

Legal status, experience, references, qualifications of key personnel, financial capacity.

5. Requirements for the proposal

Technical proposal (composition, format), commercial proposal (currency, inclusion of taxes), supporting documents.

6. Evaluation criteria (evaluation grid)

Price (40–60%), quality (30–50%), timelines/service (10–20%) — with specific weighting coefficients and calculation methodology.

7. Contractual and payment terms

Type of contract, payment schedule (advance/stage/final), currency, mandatory clauses (see Section 10.3 of the Policy).

8. Deadlines and contact person

Deadline for submission of proposals, format of submission (email / online), contact person on the part of RUKH Global.

9. Annexes

Commercial proposal form, Supplier Declaration (Annex D), draft contract, etc.

Annex C. Evaluation Grid (template)

No.	Criterion	Weight	Supplier 1 (score)	Supplier 2 (score)	Supplier 3 (score)	Justification
1	Price	50				
2	Technical compliance with ToR	20				
3	Experience and references	15				
4	Delivery timelines	10				
5	After-sales service / warranties	5				
	TOTAL	100				

Price evaluation formula: (lowest price / proposal price) × 100 × weight (in fractions).

Minimum passing score — 60 out of 100. Winner — the proposal with the highest total score.

Signatures of members of the Procurement Committee:

Chair: _____ (full name, signature, date)

Member: _____ (full name, signature, date)

Member: _____ (full name, signature, date)

Annex D. Supplier Declaration (COI + Sanctions)

I/We hereby, _____ (name of the supplier / full name), represented by _____ (full name of authorized person), acting on the basis of _____,

declare the following:

1. On conflict of interest

1.1. The supplier has not and will not have a conflict of interest with respect to this procurement, including:

- no beneficial owner, director, or key employee of the supplier is a close relative (up to the 4th degree) of employees, members of the Management Board, or volunteers of NGO "RUKH Global";
- no employee of RUKH Global holds corporate rights in the supplier;
- during the last 24 months, the supplier has not been in employment or civil-law relations with members of the Procurement Committee for this procurement.

1.2. In the event of the emergence of a COI during the performance of the contract, the supplier undertakes to immediately notify RUKH Global in writing.

2. On sanctions lists

2.1. The supplier, its beneficial owners, directors, and key employees are NOT included in:

- the EU Consolidated Financial Sanctions List;
- the OFAC Specially Designated Nationals (SDN) List;
- the UN Consolidated Sanctions List;
- the World Bank Listing of Ineligible Firms & Individuals;
- the sanctions lists of the National Security and Defence Council of Ukraine.

3. On anti-corruption obligations

3.1. The supplier complies with the legislation on the prevention of corruption, ISO 37001 (where applicable), and has not offered and will not offer bribes, gifts, or services to employees of RUKH Global.

4. On accuracy

4.1. All information in the request/proposal is accurate. The supplier acknowledges that the provision of false data constitutes grounds for disqualification, termination of the contract, and inclusion in the black list.

Signature: _____ Date: _____ Seal (if any)

Annex E. Contract template (mandatory structure)

CONTRACT No. ____ dated " ____ " _____ 202__

1. Parties to the contract

NGO "RUKH Global", represented by the Executive Director Maryna Makhota, acting on the basis of the Charter, on the one side; and _____, represented by _____, acting on the basis of _____, on the other side.

2. Subject of the contract

The Supplier undertakes to _____ (description of goods/works/services) in accordance with the Terms of Reference (Annex 1), and the Customer — to accept and pay.

3. Price and procedure of payment

Total price: _____ (currency). Payment: _____ (schedule). Bank details: _____.

4. Timelines and place of performance

5. Quality and acceptance

6. Anti-Corruption Clause

7. Data Protection (Law of Ukraine No. 2297-VI / GDPR)

8. Right to Audit (right of audit of the Customer and donors for 10 years)

9. Intellectual Property

10. Confidentiality

11. Termination for Cause

12. Force Majeure

13. Visibility (mentions of RUKH Global and the donor)

14. Governing Law & Dispute Resolution

15. Reference to Anti-Fraud Policies (OLAF for EU projects)

16. Bank details and signatures of the Parties

Annex F. Procurement Register

An electronic spreadsheet (Google Sheets / Excel), maintained by the financial manager of the Organization, containing the following fields:

Field	Description
Procurement No.	Unique identifier (PO-YYYY-NNN)
Date of initiation	Date of the request
Project / grant / donor	Source of funding
Subject of procurement	Short description
Category (A/B/C/D)	According to the Policy threshold
Amount (EUR / USD / UAH)	Final contract value
Supplier	Name, EDRPOU/VAT ID
Procedure	Single-source / 3 quotations / negotiated / open tender
Sanction screening	Date + link to screenshot
COI screening	Result
Date of contract signature	
Date of closure / acceptance	
Performance evaluation	Score from 1 to 5
Comments / red flags	
Status	Active / closed / dispute / blocked

Annex G. Threshold mapping (RUKH ↔ EU FR 2024/2509 ↔ 2 CFR 200)

RUKH category	Value	EU FR 2024/2509	2 CFR 200 (2024)
A	up to €1,000 / \$1,000	Low value contract (< €15,000, Art. 167(1)(a)) — negotiated procedure without prior publication; may be with a single candidate.	Micro-purchase (§200.320(a)(1)) — up to \$10,000; permitted without competition at a reasonable price.
B	€1,000 – €10,000	Very low value (< €15,000) — negotiated procedure without publication, minimum 3 candidates recommended.	Small purchase / simplified acquisition (§200.320(a)(2)) — up to \$250,000; price/rate quotations from an adequate number of sources.
C	€10,000 – €60,000	Middle value contracts (€15,000–€143,000) — Arts. 167–171 negotiated procedure with prior publication.	Competitive proposals / small purchase depending on volume; for products/services — adequate competition.
D	above €60,000	Open / Restricted procedure (Art. 172) with full publication notice; competitive procedure with publication.	Sealed bids (§200.320(b)(1)) or Competitive proposals (§200.320(b)(2)); for equipment above \$250k — full competition.
Equipment (capital asset)	≥ €10,000 / \$10,000	Not separately regulated — subject to categories C/D.	§200.313 — equipment threshold \$10,000 (raised from \$5,000); mandatory inventory accounting.
Sole-source exceptions	any amount	Art. 164(4) — limited cases (exclusively technical/legal reasons, extraordinary circumstances).	§200.320(c) — Noncompetitive procurement: 4 grounds (unavailability, emergency, authorization, inadequate competition).

Note: the thresholds are reviewed by the Management Board of RUKH Global every 2 years or upon change of EU FR or 2 CFR 200. The current edition of EU FR is 2024/2509 (in force since 30.09.2024); 2 CFR 200 — revision of 22.04.2024 (applicable to new federal grants from 01.10.2024).