



## GRANT AGREEMENT

Grant ID Reference:

(Board Meeting Date)

Grantee Name

Grantee Organization Legal Name

Grantee Address

Dear Grantee Name:

I am pleased to inform you that the Board of Directors of the Tinker Foundation (the "Foundation") has approved a grant to Organization Legal Name ("Grantee") in the amount of Amount Awarded to support the Grantee's project Project Title (the "Grant Purpose") on the terms and conditions set forth in this agreement (the "Grant").

- (1) **Use of Funds.** All payments with respect to the Grant (and any interest earned thereon) will be used by Grantee only for purposes that are charitable within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code (the "Code"), and specifically for the Grant Purpose and for no other purpose. Grant funds may be used only in accordance with the proposal and budget approved by the Foundation submitted via the Foundation's online grant system on Proposal Submitted Date (the "Proposal" and "Budget", respectively).

Grantee represents that neither Grantee nor any organization supported by the Grantee is controlled, directly or indirectly, by any disqualified person of the Foundation, within the meaning of Section 4946 of the Code.

Grantee confirms that this project is under its complete control. Grantee further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

- (2) **Grant Period.** The Grant period will be for Project Duration in months, beginning on xxx and ending on xxx.
- (3) **Repayment of Funds.** Grantee will promptly repay any Grant funds not used for the Grant Purpose or otherwise in accordance with this agreement.

- (4) **Recordkeeping.** Grantee will maintain, for a period of at least four (4) years after the Grant funds have been fully expended, complete and accurate records of all receipts and expenditures with respect to the Grant. If requested, Grantee will make such books and records available to the Foundation for inspection.
- (5) **Grant Payment.** The Grant will be payable in accordance with the Payment Schedule set forth below. First payment is released once the countersigned grant agreement is received. If the Grant will be paid in multiple installments, the payment of each installment is contingent upon (i) Grantee’s progress towards achievement of the Grant Purpose as determined in our sole discretion, (ii) Grantee’s compliance with the terms of this agreement, including without limitation timely submission of reports, and (iii) there having been no material changes in Grantee’s operations, staffing, funding, structure or tax status that would adversely affect Grantee’s ability to carry out or accomplish the Grant Purpose.

Payment Schedule

Payable On or About	Amount Due	Condition(s)

Upon receipt of each Grant payment, Grantee will confirm receipt via the Grant Portal Site of the Foundation’s website at [tinker.fluxx.io](http://tinker.fluxx.io).

- (6) **Monitoring and Evaluation.** The Foundation may monitor and evaluate Grant activities. This may include, for example, visits from Foundation personnel, discussing Grantee’s work and Grant progress with Grantee’s personnel, and reviewing financial and other records and materials connected with the activities financed by this grant. Grantee agrees to cooperate with the Foundation and to provide any information reasonably requested by the Foundation in connection with the foregoing.
- (7) **Reporting.** The Grantee will provide written reports due hereunder according to the Reporting Schedule set forth below.

Reporting Schedule

Report Type	Reporting Period	Report Due Date

All reports must be submitted using the Foundation’s reporting template available on the Grant Portal Site of the Foundation’s website at [tinker.fluxx.io](http://tinker.fluxx.io).

For Grantees that are fiscal sponsors of Grant-funded activities, Grantee will submit reports described in this paragraph and will ensure that the sponsored project also provides reports to Grantee.

**(8) Prohibited Activities.**

- (a) Grantee will not use any amounts distributed to Grantee nor any income therefrom to carry on propaganda, direct or indirect lobbying, or otherwise to attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code or to influence the outcome of any specific public election or to carry on, directly or indirectly, any partisan voter registration drive within the meaning of Section 4945(d)(2) of the Code.
- (b) Grantee will not use any amounts distributed to Grantee nor any income therefrom to make any grant to an individual for travel, study, or other similar purposes except in compliance with the provisions of Section 4945(d)(3) of the Code or make any grant to any organization except in compliance with the provisions of Section 4945(d)(4) of the Code.
- (c) Grantee will not undertake any activity for purposes other than those specified in Section 170(c)(2)(B) of the Code (i.e., religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals).
- (d) Grantee will not undertake any activity for purposes of promoting violence or terrorist activities. Grantee certifies that it does not knowingly employ individuals or contribute funds to organizations that support terrorism or that are found on any terrorist-related list promulgated by the U.S. Government, the United Nations, or the European Union, including the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List ("SDN List"). Grantee further certifies that, except as authorized by OFAC, no Foundation grant funds will be used for any activity in or involving any country or territory that is subject to comprehensive sanctions by the U.S. government.
- (e) Without limiting the foregoing, the Grantee agrees that, except as authorized by OFAC, it will not directly or indirectly provide or use Foundation funds to or for the benefit of, or for use in connection with a transaction, dealing, or activity with or involving: (i) a person (including individuals and entities) on the SDN List or entities owned 50% or more, directly or indirectly, by one or more SDNs; (ii) a country or territory subject to comprehensive sanctions by the U.S. government, including their governments, entities organized under the laws of or operating from such jurisdictions, and persons resident or located in such jurisdictions; or (iii) the Government of Venezuela, including (A) any political, subdivision, agency, or instrumentality of the Government of Venezuela; (B) any entity owned or controlled by the Government of Venezuela; or (C) any person who has acted or purported to act, or acts, directly or indirectly on behalf of any of the foregoing, including a Venezuelan government official or an employee of a Venezuelan state-owned or state-controlled entity.

- (f) It is further understood that Foundation funds expended on behalf of Cuban nationals traveling to the United States shall be restricted to individuals with valid U.S. visas. Such payments must not be subject to any special tax assessments by the Cuban government, nor may any additional payments be made to the Cuban government. If the grant activities include travel to Cuba by U.S. individuals, you must maintain records of all travel to Cuba consisting of the full name of each traveler, the dates of travel and a copy of the actual completed itinerary to document a full-time schedule of activities consistent with the regulations, which travel should not include tourism or recreational activities. Such records must be maintained for at least five years from the initial date of travel and shall be submitted to the Foundation upon request.
- (9) **Right to Discontinue or Suspend Funding, Rescind Payments, and/or Require Return of Unspent Funds.**
- (a) The Foundation reserves the right to modify or terminate the Grant or to withhold future Grant distributions at any time if in its sole discretion the Foundation determines that Grantee has failed to comply with any term of this Agreement or is not able to carry out or accomplish the Grant Purpose, or that continuing Grant payments would expose the Foundation to liability or adverse tax consequences or otherwise be inconsistent with the mission and values of the Foundation. In the event of termination in accordance with this section, Grantee will promptly return to the Foundation any unexpended Grant funds.
- (b) Grantee will promptly notify the Foundation upon the occurrence of any of the following: (i) change in the executive director, chief executive officer, or president of Grantee organization; (ii) receipt by the Grantee of notification by another significant funder that the funder is ceasing further funding; (iii) any change in Grantee's status as a charitable organization under the laws of Grantee's jurisdiction; or (iv) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (x) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Grantee; (y) financial impropriety by the Grantee; or (z) breach of fiduciary obligations by senior leadership or the board of the Grantee. Written notification will be given to the signatory of this agreement at the email address under the signature line below.
- (10) **Notices.** All notices or communications pertaining to this agreement will be given electronically to the following address, unless a party directs otherwise, and will be deemed given on the date sent unless notification is received that such notice or communication was not deliverable:
- (a) If to the Foundation: xxx
- (b) If to the Grantee: xxx

- (11) **Acknowledgement; Use of Name and Marks.** Grantee will acknowledge the Foundation's funding in an appropriate manner in all publications, press releases, talks, interviews, audio recordings, films/video, and other media and activities related to or resulting from Grant-funded activities.

Any other use of the Foundation's name or marks is subject to the prior written approval of the Foundation, which may be granted or withheld in the sole discretion of the Foundation.

The Foundation may include information relating to the Grant, including the name of Grantee, on its website and in its periodic public reports, press releases, and other public materials.

- (12) **License.** Grantee hereby grants to the Foundation an irrevocable, non-exclusive, royalty-free license to use, reproduce, and publicly display all publications, studies, research, and similar works provided by the Grantee to the Foundation in connection with Grant-funded activities (together, the "Works") solely for the Foundation's charitable purposes (for example, to highlight Grantee's grant-funded work on the Foundation's website). Grantee represents and warrants to the Foundation that Grantee owns all rights to the Works and is able to grant the Foundation all rights granted in this paragraph.

- (13) **Public Charity Status.** Grantee has been recognized by the Internal Revenue Service as an organization described in Code Section 501(c)(3) and classified as a public charity or the equivalent within the meaning of the Code. Grantee affirms that such status remains in full force and effect and has not been changed in any way and agrees to notify Foundation of any change or threatened change to its tax-exempt status.

**DELETE ABOVE PARAGRAPH AND REPLACE WITH:** The Grantee represents and warrants that that the information in the foreign public charity equivalence affidavit, which the Grantee provided to NGOsource, resulting in the Equivalency Determination Certificate issued on [ENTER DATE], is accurate and that no material information has been withheld from NGOsource. Such representation and warranty shall continue through the last date that the Grantee spends the Grant funds. The Grantee agrees to give NGOsource immediate written notice of any change in any of the statements in, or attachments to, its foreign public charity equivalence affidavit.

- (14) **Indemnification.** Grantee agrees to indemnify and hold harmless the Foundation and its directors, trustees, officers, employees, and agents from and against any and all third-party claims, damages, costs, penalties, expenses, and liabilities of any kind (including reasonable attorneys' fees) in connection with or resulting from of any breach of any representation made by Grantee, including without limitation the representation in paragraph 12 herein relating to the license of intellectual property rights, or any act or omission of Grantee or of Grantee's directors, trustees, officers, employees or agents in connection with this agreement or the Grant.

(15) **Compliance with Law.** Grantee will comply with all applicable laws, rules, regulations, and orders of the United States and any state or other jurisdiction that governs Grantee or its activities in performance of its obligations under this agreement, and will obtain and maintain or verify all licenses, permits, approvals, degrees, certifications or other authorizations that may be required to perform Grant-funded activities.

(16) **Miscellaneous.** This agreement constitutes the entire agreement between the parties with respect to the Grant and supersedes all other agreements, promises, representations, negotiations, and proposals, whether written or oral, with respect to the Grant. This agreement may not be amended or modified except in a writing executed by both parties. This agreement is governed by, and will be construed in accordance with, the laws of the State of New York applicable to agreements made and performed in that state, without regard to its conflicts of law principles. This agreement will be binding upon and inure to the benefit of each of the parties and its successors and permitted assigns. This agreement may not be assigned by Grantee without the prior written consent of the Foundation. The following paragraphs of this agreement will survive any termination of this agreement: Recordkeeping; Acknowledgement; Use of Name and Marks; Indemnification.

If this Agreement correctly describes Grantee’s understanding of the terms of the Grant, please indicate Grantee’s agreement to such terms by having this agreement signed by an authorized officer of the Grantee and returned to the Foundation. In signing this Agreement, the undersigned officer represents to the Foundation that he or she has the authority to sign this Agreement on the Grantee’s behalf. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this letter agreement and all of which, when taken together, will be deemed to constitute one and the same.

If you have any questions, please contact xxx at xxx.

Please accept our best wishes for every success in this endeavor.

Sincerely,

Tinker President

**Acknowledged and agreed to by:**

Organization Legal Name

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SAMPLE