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Grant Agreement

This Grant Agreement ("Agreement") is effective as of _____ (the "Effective Date"), between the following parties (individually "Party" and collectively the "Parties"): _____, a private foundation organized in Alabama ("Grantor"), and _____ a 501(c)(3) tax-exempt non-profit organization organized in Alabama ("Grantee")

Recitals:

WHEREAS, the Grantor has the following mission ("Mission"):

_____;

WHEREAS, the Grantor desires to make a grant to the Grantee for the following purpose:

_____;

WHEREAS, the Grantee is seeking to undertake a program or project ("Project") in support of the mission of Grantor;

NOW, THEREFORE, the Grantor and the Grantee (each a "Party" and, collectively, the "Parties") agree to the following:

Article 1 - PLEDGE:

Subject to the terms of this Agreement, the Grantor pledges to transfer to Grantee a grant valued at $2 (the "Grant").

Article 2 - TRANSFER:

The Grant funds ("Grant Funds") may be transferred in a form acceptable to the Grantee provided, however, that only reliable banking systems or other regulated financial channels will be used.

Article 3 - PAYMENT:

The Grantor will transfer the Grant Funds to the Grantee under this Agreement as follows:

$2 within 2 (two) days of the Effective Date of this Agreement

Article 4 - TERMS:

By accepting the Grant Funds, Grantee confirms:

(a) Grantee is a registered 501(c)(3) organization, able to receive financial grants

(b) all Grant Funds, and income earned on those funds, may be spent only for the purpose outlined above

(c) individuals connected with this Grant or the Grantee are to receive no benefits, goods or services pursuant to this Grant

(d) this Grant will not be used to satisfy the payment of a pre-existing pledge or other financial obligation

(e) Grantee will comply with all applicable anti-terrorism, anti-bribery, and anti-money laundering statutes in Grantor and Grantee's home jurisdictions

Article 5 - SUSPENSION OR TERMINATION:

The Grant Period is from the Effective Date to _____.

Unless suspended or terminated pursuant to the conditions below, this Agreement will terminate at the end of the Grant Period and any Grant Funds that are not encumbered or have not been expended by Grantee shall be returned to Grantor.

This Agreement may be suspended or terminated in whole or in part in any of the

following situations by:

(a) Grantor when the Grantee fails to comply with the terms and conditions of this Agreement, provided Grantor gives Grantee notice of non-compliance and Grantee does not remedy such non-compliance within 30 days of such notice. Non-compliance includes expending the Grant Funds for any purpose other than that as outlined above. Grantee is required to return any Grant Funds not in compliance with the purpose listed herein;

(b) Grantor when the Grantor has cause, including, but not limited to, a lack of adequate record-keeping on the part of Grantee such that Grantor is unable to ensure the Grant Funds are being utilized as reported;

(c) Mutual agreement of the Grantor and the Grantee; or

(d) The Grantee on written notice to the Grantor setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if Grantor determines that the unterminated portion will not accomplish the purposes of the Grant, it may suspend or terminate the entire Grant).

No costs incurred during a suspension period or after the effective date of a termination will be allowable under this Agreement, except those costs which, in the opinion of Grantor, the Grantee could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice. Any Grant Funds held by the Grantee at the effective date of termination that are not encumbered or have not been expended shall be immediately returned to Grantor.

Article 6 - GRANT REPORT & EVALUATION:

The Grantee agrees to submit Grant Reports at regular intervals throughout the duration of the Grant, as well as no later than 30 days after the termination of this Agreement.

The report will include:

(1) a description of Project activities that have taken place to date

(2) a description of events that have had a significant effect on the Project

(3) an evaluation of the Project to date

(4) a discussion of the degree to which Project objectives were achieved

(5) a description of any unanticipated effects of the Project, and

(6) a full financial accounting of the expenditure of the Grant

The Grantee acknowledges that Grantor may publicly release case studies, analyses, data, reports and other evaluation materials regarding the Grantee's conduct of activities pursuant to this Agreement (collectively "Project Evaluation Materials") in an effort to provide the public, donors and other grantmakers, as well as other operating charities, with data and new insights which will improve the effectiveness and impact of grant-making and charitable operations. The Grantee agrees to provide Grantor with such additional information and materials as the Grantor requests to evaluate the Grantee's activities pursuant to this Agreement, and to assist in creating Project Evaluation Materials.

Grantor and the Grantee will work together in good faith to resolve any differences of opinion regarding the content of any Project Evaluation Materials prior to their initial public release.

Under no circumstances may Project Evaluation Materials include Confidential Information (as defined below) or refer, either directly or indirectly, to the substance of such underlying Confidential Information. Further, to the extent that Project Evaluation Materials directly rely on, reference the existence of, or include opinions formed directly on the basis of Confidential Information, Grantor and the Grantee will reach a mutual agreement as to the content of the material to avoid the inadvertent release of Confidential Information.

Grantor's obligations to consult with the Grantee regarding the release of Project Evaluation Materials in no way limits the Grantee's or Grantor's ability to make such public communications as otherwise permitted or not restricted pursuant to this Agreement, including additional releases, or summaries of, previously released Project Evaluation Materials, mentions of the Grantee in commentary regarding philanthropy policy in general, or other publicity.

The Grantee may comment, in whatever format or medium the Grantee desires, on any Project Evaluation Materials released publicly, and the Grantor may respond to such comments as part of the Project Evaluation Materials.

Grantor agrees for a minimum of five years to provide the Grantee with copies of all Project Evaluation Materials, as well as any materials obtained from the Grantee in conjunction with the preparation of the Project Evaluation Materials. The Grantee agrees

to provide the Grantor with such additional information as the Grantor requires to comply with applicable law, and further agrees to maintain accurate and complete books and records of receipts and expenditures made, and activities conducted, using Grant Funds.

Article 7 - CONFIDENTIAL INFORMATION:

The Parties acknowledge that it may be necessary for the Grantee to disclose or make available to the Grantor both verbal information and materials in hard copy, digital, or electronic form that may be confidential or proprietary. All such information that Grantee designates in writing to be confidential or proprietary (collectively, the "Confidential Information") will be treated confidentially by the Parties, except to the extent such information is not deemed Confidential Information as described below.

The Grantor agrees to hold the Grantee's Confidential Information in strict confidence, and to provide at least the standard of care used in the protection of their own confidential information. Confidential Information will be promptly returned or destroyed by the Grantor upon the Grantee's written request.

Confidential Information does not include information that (i) is already, or otherwise becomes, publicly known by third parties as a result of no act or omission of the Grantor; (ii) is lawfully received, after disclosure hereunder, from a third party having the right to disseminate the information without restriction on disclosure; or (iii) has at any time been made public by the Grantor with the Grantee's prior approval.

If the Grantor receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it will provide prompt notice to the Grantee so that the Grantee may seek to obtain a protective order or other appropriate remedy requiring that the Confidential Information not be disclosed. If the Grantee fails to, or chooses not to attempt to, obtain a protective order or other appropriate remedy, the Grantor, as the case may be, will thereafter be entitled to comply with the request to the extent permitted by law. The Grantor will nevertheless use reasonable efforts to minimize such disclosure.

Article 8 - RECORD KEEPING:

The Grantee will keep adequate records to document the expenditure of funds and the activities supported by the Grant. Such records may include internal bookkeeping records, financial institution statements, receipts, photographs, videos, testimonies, or other relevant written records.

The Grantee shall provide to Grantor at regular intervals, financial records related to the activities supported by the Grant Funds. The Grantee will continue to provide regular reports, with supporting documentation, to Grantor until the Grant Funds have been entirely expended.

Article 9 - EXPORT LAWS:

The Grantee agrees to comply with all U.S. export and sanctions laws, statutes, and regulations, including refraining from dealings with any party set forth on the Specially Designated Nationals and Blocked Persons List, Appendix A to Chapter 5, 31 C.F.R. 500 et seq.

The Grantee certifies that the Grantee does not do business or associate with any individual, entity, or group subject to OFAC Sanctions or any other persons known to the Grantee to support terrorism or to have violated OFAC sanctions.

In addition, in order to comply with all laws, rules, regulations, and executive orders, without limitation, applicable to the types of transfer within the scope of this agreement, including, without limitation, those relating to the funding of terrorist activities and money laundering such as the USA PATRIOT Act of the United States (Applicable Law), Grantor is required to obtain, verify, record, and update certain information relating to individuals and entities which maintain a business relationship with Grantor. Accordingly, Grantee hereby agrees to provide to Grantor, upon Grantor's written request, such information and documentation as may be available to Grantee in order to enable Grantor to comply with Applicable Law. Such information may include, but is not limited to:

(1) The full names, nationalities, citizenship, place and date of birth, and available postal and email address of the Grantee's key employees, governing board members, or other senior management

(2) The Grantee's name in English, in the language of origin, and any acronym or other names used to identify the Grantee, as well as previously used names, if any

(3) The jurisdictions in which the Grantee maintains a physical presence, as well as the postal, email and URL addresses, and phone numbers of each place of business

(4) A statement of the principal purpose of the Grantee, including a detailed report of the Grantee's projects and goals

(5) Identifying information regarding individuals, entities, or organizations to which the Grantee currently provides or proposes to provide funding, services, or material support;

(6) The names and available postal, email and URL addresses of any subcontracting organizations utilized by the Grantee

(7) Copies of any public filings or releases made by the Grantee, including the most recent official registry documents, annual reports, and annual filings with the pertinent government, as applicable;

(8) The Grantee's sources of income, such as official grants, private endowments, and commercial activities and

(9) Any other reasonably available historical information about the Grantee that assures the Grantor of the Grantee's identity and integrity

Article 10 -

Article 11 -

Article 12 - NO POLITICAL LOBBYING:

The Grantee agrees not to use funds in a manner inconsistent with the provisions of Section 4945(d)(1) through (5) of the Internal Revenue Code.

If the Grantee carries on propaganda, or otherwise attempts to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, the Grantee hereby confirms that the Grant Funds are either (i) for general support and have not been earmarked to be used in an attempt to influence legislation, or (ii) for a specific project grant which grant has not been earmarked to be used in an attempt to influence legislation and which grant, together with other grants by the Grantor for the same project for the same year, does not exceed the amount budgeted, for the year of the grant, by the Grantee for activities of the project that are not attempts to influence legislation.

Article 13 - SUBGRANTS NOT PERMITTED:

The Grantee may not enter into any subgrant or sub-award pursuant to this Project without the prior written consent of Grantor.

Article 14 - AUDIT RIGHT:

Grantee agrees that Grantor has the unconditional right to conduct audits, at regular intervals, to verify the information Grantee provides through written reports, financial records, and check-ins. Such audits may be conducted onsite, with the decision to do so the sole and exclusive right of the Grantor.

Article 15 - LICENSE TO USE WORK PRODUCT:

Work product ("Work Product") consists of the deliverables and other materials, including drafts thereof, prepared by the Grantee with Grant Funds. The Grantee hereby grants the Grantor a perpetual, nonexclusive, royalty-free, irrevocable, non-transferable license to use, display, reproduce and distribute final "as-is" versions of Work Product for non-commercial purposes. All other uses of the Work Product shall require the Grantee's prior written approval.

Article 16 - PUBLICITY:

Unless otherwise approved pursuant to this Agreement, the Grantee will treat this Grant as confidential and will not disclose the Grantor's name in conjunction with this funding until the grant has been publicized or otherwise publicly announced by the Grantor. Once the Grant has been publicized, unless otherwise approved pursuant to this Agreement, any use of a Party's name or logo by the other Party, including, but not limited to, on websites, in the titles of programs, in publications and reports, in press releases, on placards at meetings, or in paid advertisements, must be pre-approved in writing by authorized staff of the Party. Each Party will use commercially reasonable efforts to respond to a request for use of its name or logo by any other Party within five (5) business days.

Article 17 - HOLD HARMLESS:

Each Party hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the other Party, its Officers, Directors, Trustees, employees and agents, from and against any and all third-party claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly,

wholly, or partially arising from or in connection with an alleged breach of this Agreement by, or an alleged negligent act or omission of, the indemnifying Party, its Officers, Directors, Trustees, employees, agents, or independent contractors in performing its obligations under this Agreement, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any alleged grossly negligent, reckless, or unlawful act or omission of the indemnified Party, its Officers, Directors, Trustees, employees, or agents.

Article 18 - NO ASSIGNMENT:

This Agreement may not be transferred or assigned by the Grantee to another organization or person without prior written approval of the Grantor.

Article 19 - AMENDMENT:

This Agreement may be amended only by a writing executed by the Parties.

Article 20 - BINDING EFFECT:

The Grantor acknowledges and agrees that (a) the Grantee's agreement to use the Grant Funds for the agreed-upon purposes shall constitute full and adequate consideration between the Parties for this Agreement, and (b) this Agreement is binding on the Parties and their successors and assigns, except to the extent terminated in accordance with its terms. This Agreement shall be subject to and interpreted under the laws of the Alabama.

Article 21 - ENTIRE AGREEMENT, SEVERABILITY:

This Agreement supersedes any prior oral or written understandings or communications between the Parties and constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. The provisions of this Agreement are severable so that, if any provision is found to be invalid or illegal, such finding will not affect the validity or enforceability of the remaining provisions.

Article 22 - HEADINGS:

Section headings are provided for reference and do not constitute part of this

Agreement.

The Parties accept the terms of this Agreement as evidenced by the signatures below:

EXECUTION:

_____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

_____

Representative Name: _____

Representative Signature: _____

Representative Title: _____