## GRANT AGREEMENT

This grant agreement (“Agreement”) is hereby entered into and adopted by

OpenCollective Foundation,

a California nonprofit public benefit corporation (“OCF”),

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a Collective of OCF (“Grantmaking Collective”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

an individual (“Grantee”)

as of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_ (“Effective Date”).

Grant Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grant Project Link: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grant Amount (“Amount”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Recitals**

A. OCF is a nonprofit corporation organized under the laws of the state of California and exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code (“Code”). OCF’s Code section 501(c)(3) activities include acting as a fiscal sponsor to various charitable Collectives, including Grantmaking Collective. As such, OCF holds funds which are to be used in furtherance of Code section 501(c)(3) projects conducted by Grantmaking Collective (“Fund”).

B. Under OCF’s grantmaking policy (“Policy”) which is attached hereto and incorporated herein by this reference as Exhibit A, Collectives such as Grantmaking Collective have the ability to complete and submit a grant proposal to OCF for the distribution of grant funds from Grantmaking Collective’s Fund to individuals (“Proposal”) using a process described in a submitted grantmaking program form (“Program”).

C. As such, pursuant to the terms of the Policy, Grantmaking Collective has completed and submitted a Program and Proposal to distribute grant funds from Grantmaking Collective’s Funds to Grantee, which are attached hereto and incorporated herein as Exhibits D and E. Grantmaking Collective and Grantee hereby warrant and represent that all information contained in said Program and Proposal is true and correct.

D. Pursuant to the Program and Proposal, Grantmaking Collective wishes to donate the Amount to Grantee from the Fund in the form of a/an \_\_\_\_\_\_\_\_\_\_\_\_ grant, and Grantee desires to receive the Amount from the Fund to be used by Grantee in accordance with OCF’s Policy and exclusively for the purposes set forth in this Agreement and specifically as set forth in Exhibits D and E, which are attached hereto and incorporated herein by this reference (“Grant”).

E. In addition, pursuant to the last paragraph in the “Intention: Non-Taxable Grants” section of OCF’s Policy, titled “Why is an IRS Form W-9 still requested?”, Grantee’s IRS Form W-9 is attached hereto and incorporated herein by this reference as Exhibit C.

F. Subject to the terms of this Agreement, the parties desire to set forth their mutual understandings regarding the governing terms and conditions of the relationship between the parties.

**NOW, THEREFORE**, for and in consideration for the foregoing recitals and the mutual covenants and obligations herein contained, the parties, with the intention of being bound hereby, agree as follows:

**1. Recitals**

The above recitals of fact are hereby incorporated by this reference and made a part of this Agreement.

**2. Grant & Grant Date**

Upon the terms and subject to the conditions set forth in this Agreement and OCF’s Policy, OCF shall hereby distribute from the Grantmaking Collective’s Fund, the Grant to Grantee (“Grant Date”). On or before the Grant Date, each party shall have this Agreement signed and sent to the other parties.

**3. Obligations of the Parties**

1. OCF shall transfer to Grantee, from the Grantmaking Collective’s Fund, the Grant, beginning as of the Grant Date pursuant to the terms of this Agreement and OCF’s Policy.
2. Grantmaking Collective and Grantee shall each comply with the obligations set forth herein and the terms and requirements set forth in OCF’s Policy. In addition, Grantee shall be required to repay to the Fund, any amount of the Grant not used for the purposes set forth herein.
3. In addition to the information Grantmaking Collective or Grantee must provide to OCF as set forth in OCF’s Policy, Grantmaking Collective or Grantee, as applicable, shall also provide any additional evidence related to the Grant that is requested by OCF and necessary for OCF to provide to the IRS or its accountants/auditors. This section shall survive the expiration or termination of this Agreement.

**4. Term; Termination**

1. The term of this Agreement shall commence upon the Effective Date and continue in effect for \_\_\_\_\_\_\_\_\_ months, unless otherwise extended in accordance with the terms of OCF’s Policy (the “Term”).
2. During the Term, any party may terminate this Agreement by providing all other parties with written notice of termination, if (i) a party has failed to cure a breach of a material provision of this Agreement within fifteen (15) days of receiving written notice from the terminating party; or (ii) any warranty or representation made by any party herein has proven or been discovered to be false or inaccurate in any material respect. In the event that Grantee is the breaching party as provided for herein, within five (5) days after the termination date, any and all remaining funds from the Grant shall be returned to the Fund along with an accounting of Grantee’s use of the Grant, up to the date of termination.
3. Further, OCF reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant amount, if it is necessary: (i) because Grantmaking Collective or Grantee has not fully complied with the terms and conditions of this Agreement; (ii) to protect the purpose and objectives of the Grant or any other charitable activities or the goodwill of OCF; or (iii) to comply with any law or regulation applicable to OCF, Grantmaking Collective, Grantee or the Donation.

**5. Warranties and Representations**

1. OCF warrants and represents as follows: (i) that it has not entered into any other agreements that have conflicting obligations to those described herein; and (ii) that it is recognized as a nonprofit corporation exempt from federal income taxation under section 501(c)(3) of the Code.
2. In addition to the other warranties and representations set forth herein (including those set forth in Exhibit B), Grantmaking Collective and Grantee each warrant and represent as follows: (i) that it has not entered into any other agreements that have conflicting obligations to those described herein; (ii) that all information contained in the Program and Proposal is true and correct; and (iii) that it has read, understands and agrees to abide by the terms and requirements set forth in OCF’s Policy.
3. In addition, Grantee further warrants and represents as follows: (i) that it will not use any part of the Grant for anything other than the purpose for which the Grant is distributed; and (ii) that it will notify Grantmaking Collective immediately in the event that it cannot use any portion of the Grant funds for the purpose granted and will return said portion of the Grant funds to the Fund.

**6. Indemnification**

Grantmaking Collective and Grantee shall indemnify, defend, and hold harmless OCF and its officers, directors, members, attorneys, agents and affiliates, against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees, that such parties may incur or suffer, resulting or arising from or otherwise relating to: (A) any breach by Grantmaking Collective or Grantee of any representations and warranties set forth in this Agreement or OCF’s Policy; and (B) any nonfulfillment of or failure to comply with any covenants of Grantmaking Collective or Grantee as set forth in this Agreement or OCF’s Policy.

**7. Reporting**

Grantee shall use the Grant funds in accordance with OCF’s Policy and exclusively for the purposes set forth in this Agreement and specifically as set forth in Exhibit B. In addition, Grantmaking Collective and Grantee shall adhere to and comply with the reporting requirements set forth herein and specifically outlined in OCF’s Policy.

**8. Relationship of the Parties**

The parties agree that nothing contained herein shall be construed as creating a principal/agent, employer/employee, attorney/client, partnership, or joint venture relationship by this Agreement.

**9. Notices**

Wherever under this Agreement any party is required or permitted to give notice to the other party, such notice shall be in writing and shall be emailed to the party to whom notice is intended, at the email address stated below, and delivery shall be deemed to have been made at the time the email was sent. Any party may change the email address for notification by giving written notice of such change to the other party at least five (5) days prior to the effective date of such change.

**10. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California.

**11.    Assignment, Entire Agreement, Amendment, Counterparts and Severability**

This Agreement may not be assigned by any party without the express written consent of the other parties. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement contains the full and complete understanding and agreement between the parties with respect to the subject matter addressed herein, and supersedes all other agreements between the parties, whether written or oral, relating thereto, and may not be modified or amended except by written instrument executed by each of the parties hereto.This Agreement may be executed in counterpart originals, each of which shall be deemed an original, but all of which shall constitute one Agreement. An email or electronic signature of any party will be binding on that party. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect, and such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement as of the Effective Date.

**OCF:**

OpenCollective Foundation

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Grantmaking Collective:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Collective admin

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Grantee:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Grantee

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**OCF Grantmaking Policy**

**EXHIBIT B**

**Scholarship or Fellowship Grant**

1. The Grant contemplated by this Agreement shall be considered a study grant. A study grant is a scholarship or fellowship grant for candidates for a degree at an eligible educational institution, as described in detail in OCF’s Policy.
2. This Grant is considered:

\_\_\_\_\_\_\_\_\_ A “scholarship” which is generally an amount paid to a student (whether an undergraduate or a graduate) to be used at an educational institution in pursuit of their studies.

\_\_\_\_\_\_\_\_\_ A “fellowship” which is generally an amount paid for the benefit of an individual to aid in the pursuit of study or research.

1. Grantee hereby warrants and represents that it is a candidate for a degree at an eligible institution and will use the Grant for qualified education expenses as specifically defined and set forth in OCF’s Policy.
2. As set forth in OCF’s Policy, the Grantmaking Collective and Grantee hereby understand and agree to provide the following:
3. A document confirming the Grantee’s enrollment in a degree program at an eligible institution is required to be on file before any Grant funds are distributed/expenses are paid; and
4. A report verified by the educational institution of the Grantee’s courses and grades must be submitted at least once per year.

**EXHIBIT B**

**Award Grant**

1. The Grant contemplated by this Agreement shall be considered an award grant. An award grant is a cash prize or award recognizing an individual's past accomplishment in a particular field, as described in detail in OCF’s Policy.
2. Grantmaking Collective hereby warrants and represents the following:
   1. The Grant was made primarily in recognition of past achievements of the Grantee in religious, charitable, scientific, educational, artistic, literary, or civic fields (as specifically set forth in the Proposal);
   2. The Grantee was selected without any action on their part to enter the contest or proceedings; and
   3. The Grantee is not required to render substantial future services as a condition to receiving the Grant.

**EXHIBIT B**

**Hardship Grant**

1. The Grant contemplated by this Agreement shall be considered a hardship grant. A hardship grant is a payment to an individual as a result of a disaster or emergency hardship. Hardship grants may be made to ensure victims have basic necessities, such as food, clothing, housing, transportation, or other necessities.
2. Grantmaking Collective and Grantee hereby warrant and represent that the Grantee meets the definition of an individual who lacks the necessities of life, involving physical, mental, or emotional well-being, as a result of poverty or temporary distress as specifically identified and defined in OCF’s Policy.

**EXHIBIT C**

**Grantee’s Form W-9**

**EXHIBIT D**

**Grantmaking Program**

**EXHIBIT E**

**Grant Proposal**