

700 Commonwealth Ave APT 1318C Boston MA 02215 US

14 September 2022

Dear Arghya Sarkar,

The Centre for Effective Altruism would like to offer you funding through its EA Funds program for the following Grant:

Recipient: Arghya Sarkar Amount: USD 3,000

Project: 1month seed grant -> 1st EA chapter@NYU Shanghai -> exposing students (including chinese) thru competitive

fellowship

This Agreement sets the terms and conditions on which the Grant is proposed. If you agree to receive the Grant on these terms, please provide your signature at the end of this Agreement.

Sincerely,

Chloe Malone

Operations

Centre for Effective Altruism

1 Background

- 1.1 The Centre for Effective Altruism, 2443 Fillmore St #380-16662, San Francisco, CA 94115, United States, a registered 501(c)3-nonprofit with EIN 47-1988398 (the "Charity").
- 1.2 Arghya Sarkar (the "Recipient")
- 1.3 Based on the information provided to both the program and CEA, this grant is to be used exclusively for the following purposes in accordance with the terms and conditions of this letter, unless otherwise approved in advance [in writing] by CEA:
 - 1month seed grant -> 1st EA chapter@NYU Shanghai -> exposing students (including chinese) thru competitive fellowship (the "**Project**").
- 1.4 The start date for your grant will be 31 May 2022 (the "Commencement Date") and will run for the duration (the "Grant Period") until 1 September 2022 (the "Expiry Date").

2 Purpose and Use of Grant

- 2.1 The Grant is conditional on the satisfactory use of the money and on compliance with the terms of this Agreement.
- 2.2 The Recipient shall not make any substantive change to the Project without the Charity's prior written agreement.
- 2.3 Individuals connected with this grant recommendation will receive no benefits, goods or services in exchange for this grant.
- 2.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient may request a no-cost grant extension from the Charity in writing, with the supporting reasons. If an extension is not requested or agreed upon, the Recipient shall ensure that the unspent money is returned to the Charity.

3 Prohibited Uses

- 3.1 The Recipient shall not use the Grant:
 - (a) Otherwise than for the purposes which fall within the charitable purposes of the Recipient, or to undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Section 170(c)(2)(B) of the Internal Revenue Code ("IRC");
 - (b) To attempt to influence legislation, within the meaning of Section 501(c)(3) of the IRC; or
 - (c) To participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the IRC.

4 Monitoring and Reporting

- 4.1 The Recipient is responsible for ensuring that the purposes for which the Grant is given are being met throughout the Grant Period and that the terms of this letter are being adhered to.
- 4.2 Upon the Charity's request, the Recipient shall share a progress report every 6 months from the Commencement Date and shall share a final report upon the Expiry Date. If applicable, the Recipient shall receive instructions for submitting the report before it is due.

5 Payment, Withholding, and Recovery of the Grant

- 5.1 The Charity may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant and/or terminate this Agreement if:
 - (a) the Recipient uses any of the Grant for purposes other than those for which they have been awarded;
 - (b) all activities associated with the Project are not run in accordance with all statutory or other regulatory

requirements in the country where the Recipient is established and in the country where the Project takes place, and in a manner consistent with the good name and reputation of the Charity;

- (c) the Charity considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient provides the Charity with any materially misleading or inaccurate information;
- (e) the Recipient ceases to work on the Project for any reason;
- (f) the Recipient fails to comply with any of the terms and conditions of this Agreement.
- The Recipient agrees and acknowledges that the Grant is expressed as a maximum sum and is not a guaranteed payment. It shall be paid only to the extent that the Charity has available funds. The Charity does it all it can to keep fees low and foreign exchange rates fair, however, due to the nature of these fees, when processing international transfers the amount the Recipient receives may be reduced by forex rates and transfer fees.
- The Recipient shall promptly repay to the Charity any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant money has been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- If the Charity exercises its right to terminate pursuant to Section 5.1, then without prejudice to any other rights and remedies of the Charity, the Recipient shall, at the Charity's sole discretion, return any remaining part of the Grant to the Charity, or any money that has not been used in accordance with Section 2 of this Agreement.
- The Charity will make the payment using the standard payment routes, but the onus is on the Recipient to help the Charity complete the payment if those routes fail (for example, by proving alternative bank accounts or payment methods, subject to the Charity's acceptance).

6 Communication

- The Recipient agrees not to make any press release, media announcement, any other major public relations activity in respect of the Grant or the relationship between the parties without the prior written consent of the Charity, such consent not to be unreasonably withheld.
- The Recipient may make general and non-detailed references to the Charity's support of the Recipient during the course of the Project.
- Limitation of Liability. The Charity accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Charity, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the Recipient's actions and/or omissions in relation to the Project, the non-fulfilment of the Recipient's obligations under this letter or the Recipient's obligations to third parties. Subject to the foregoing, the Charity's liability under this letter is limited to the payment of the Grant.
- **Personal taxes.** If applicable, the Recipient is responsible to pay when due all local taxes, duties, and other governmental fees, taxes or other governmental charges that may apply to personal income. The Grant shall not be increased in the event of any tax become payable on the Grant money. The Grant may be classified as taxable income. It is up to the Recipient to check with an accountant or tax professional to see whether they need to declare the Grant for tax purposes.
- **Federal tax law compliance.** Recipient acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Recipient agrees that if Recipient has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Recipient will promptly contact Charity or its own legal counsel.
- **No employment.** The making of this Grant does not represent or imply any kind of employment relationship between the Recipient and the Charity.
- Publications; License. Any information contained in publications, studies, or research funded by this Grant shall be made available to the public following such reasonable requirements or procedures as Charity may establish from time to time. Promptly after creation of any publications, studies, or research funded by this Grant, Recipient agrees to grant to Charity an irrevocable, worldwide, nonexclusive, fully-paid up license to

publish, in Charity's discretion, such intellectual property, and to execute promptly any documents and instruments that the Charity may reasonably request in order to effect such license, without further consideration.

- **No Agency.** Recipient is solely responsible for all activities supported by the Grant funds, the content of any product created with the Grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Recipient shall make no such representation to anyone.
- **Terrorist Activity.** Recipient warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.
- **Variations.** No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
- **Entire Agreement.** This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.
- **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

When making any public announcement about this Grant, we would appreciate it if you would recognize the support from the EA Funds program. Please direct any communications regarding this Grant to grantees@centreforeffectivealtruism.org.

Signed for on behalf of the Centre for Effective Altruism by Chloe Malone

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I, Arghya Sarkar, have read and understood the above and would like to accept the EA Funds for the total of USD 3,000 to be used exclusively for the Project in accordance with the terms and conditions of this Agreement, and to be paid out as a lump sum, unless otherwise agreed in written form by the Parties, on return of this signed Agreement.

Name:		
Signature:		
Date:		