

Dear Jamie Davis,

Thank you for your interest in an award from NDN's Collective Abundance Fund. We have reviewed your application and, on behalf of the NDN Collective, are honored to support your Wealth-Building Plan and Activities with a grant in the amount of USD \$50,000.00. Details of the award are specified in the Grant Agreement below.

Please review the Grant Agreement and check where indicated. If you have any questions, please contact Billie White, Director of Grants Management.

We are very excited to partner with you to build the collective power of Indigenous Peoples, exercise our right to self-determination, and create a world that is equitable and just for all people and Mother Earth.

In power,

NDN Collective



GRANT AGREEMENT between NDN Collective, Inc.

and Jamie Davis

This Grant Agreement ("Agreement") is between NDN Collective Collective, Inc. (NDN Collective) and Jamie Davis, (Grantee). NDN Collective and Grantee may be referred to in this Agreement each individually as "Party" or jointly as the "Parties."

I. O V E R V I E W

- 1. Purpose of Grant: To provide support for Grantee Wealth-Building Goal.
- 2. Effective Date: This Agreement becomes effective on 10/15/2023 ("Effective Date").
- **3. End Date:** This Agreement will terminate on 10/14/2024 ("End Date") unless terminated earlier pursuant to the Termination section below. The End Date may be extended by a written amendment

signed by both parties to this Agreement.

- 4. Grant Amount: Subject to the terms of this Agreement, the grant amount is \$50,000.00.
- 5. Grant ID: R-2306-23077

II. GRANTEE OBLIGATIONS

6.Description:

Homeownership or Household Stability: down payment, home repair, home rehabilitation, home addition, multi-generational housing development, Reliable livelihood: Providing for you and your family in dependable ways to secure the necessities of life: food, water, shelter, education, healthcare, ceremony, and community. (reliable childcare, technology, debt relief, reliable transportation)

- 7. Wealth-Building Plan and Activities The grant funds will be used on the following home repairs Replace leaking roof \$7500 Rebuild temporary handicap ramp with permanent \$5000 Installation of Handicap Bathroom Equipment and tub \$7000 Leveling of sagging flooring and new flooring throughout trailer \$10,000 New kitchen cabinets and countertops \$4000 Replacement of 1970s windows \$4000 Replacement of trailer skirting and siding that keeps failing fire marshal regulations \$6000 Removal of mold from leak in the mudroom \$4000 Outdoor Yard development to extend family home entertainment (food garden) \$1000 Family counseling services to address mental health and social emotional health \$2000
- **8. Reports:** The Grantee must provide NDN Collective with the written report detailing the impact of their Wealth-Building Activities prior to the End Date.

#	Report Type	Date Due
1	Collective Abundance Fund Midyear Report	4/14/2024
2	Collective Abundance Fund Final Report	11/14/2024

Accept Reporting Requirements: Yes

III. PAYMENTS AND USE OF GRANT

- **9. Grant Payment Schedule:** NDN Collective hereby awards a grant to Grantee in the aggregate Grant amount set forth above, subject to the terms of this Agreement (the "Grant"). NDN Collective will pay Grantee \$50,000.00 in two installments according to the Grants Payment Schedule below.
- **10. Documents Incorporated by Reference:** The following records uploaded or submitted by Grantee using the Fluxx platform are incorporated into this Agreement by reference: Approved Spending Plan and Application. To the extent that any provision of any other record incorporated by reference conflicts with a provision of this Agreement, this Agreement will govern.

11. Use of Grant:

- 1. Grantee must spend the Grant to carry out activities described in Grantee's Application and Approved Spending Plan, to achieve the purpose described in Section 6, except as described in Section 11(b).
- 2. NDN Collective recognizes that circumstances may change, or obstacles or opportunities may arise, indicating that a change to the activities described in Section 11(a) may be appropriate. If that occurs, NDN Collective encourages Grantee to notify NDN Collective of any such change; however, Grantee must obtain the written approval of NDN Collective for any change of more than 25 percent to a line item in the Approved Spending Plan.
- 3. All of the Grantee's actions with respect to the Grant must be consistent with all applicable federal, tribal, state, and local laws and regulations.

12. Return of Grant Funds:

- 1. NDN Collective reserves the right to require repayment of any Grant Funds expended for purposes other than outlined in Grantee's Approved Spending Plan without the prior approval of NDN, or in violation of this Agreement, within ten (10) business days of early termination pursuant to the Termination section of this Agreement.
- 2. Grantee must return to NDN Collective any Grant Funds remaining unspent on the End Date, including all extensions to the End Date.
- **13. Expense Timing:** Expenses charged against the Grant must have been incurred on or after the Effective Date and no later than the date on which this Agreement terminates.

IV: GRANT PAYMENTS SCHEDULE

NDN Collective will pay the Frist Installment no later than four weeks after the date when all three of the following conditions are met:

- a. Grantee has completed the grantee orientation, scheduled for October 5, 2023, and submitted the Spending Plan developed in connection with orientation;
- b. NDN Collective has approved Grantee's Spending Plan ("Approved Spending Plan"); and
- c. NDN Collective has recieved this Agreement, signed and executed by Grantee.

NDN Collective expects these conditions to be met and the Frist Installment to be paid by early November 2023. Payment of the Second Installment is conditioned on the submission of the report described in Section 8.

#	Amount Due	Within Four Weeks of -
1	\$47,500.00	Satisfaction of conditions (a), (b), and (c) above
2	\$2,500.00	NDN Collective's receipt of the report described in Section 8

Accept Payment Dates:

14. Assignment.

Grantee may not grant or in any other way assign its rights or delegate its obligations under this Agreement to any individual or organization.

15. Contractors and Volunteers.

If Grantee decides to ask others, whether paid (i.e., contractors) or unpaid (i.e., volunteers), to assist them in carrying out obligations under this Agreement, Grantee is solely responsible for ensuring that such contractors and volunteers comply with the terms of this Agreement. NDN is not responsible for any payments due to contractors or associated tax reporting or payment obligations.

16. Impact of Awards:

NDN cannot provide advice to you on whether this award will subject you to income tax or affect your eligibility for assistance programs and services that you or your family may receive. NDN recommends you seek advice on whether and how this award may impact your particular situation.

17. Prohibited Activities:

- 1. Lobbying: Grant Funds may not be expended on activities that constitute lobbying under Section 501(c)(3) of the Internal Revenue Code.
- 2. Political Activity: No part of this Grant may be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or otherwise directly or indirectly support or oppose candidates for public office or political parties.
- 3. Terrorist Activity: No part of the Grant may be used to provide material support to any individual or entity that Grantee knows or had reason to believe is subject to terrorism-related sanctions administered by the Office of Foreign Assets Control within the U.S. Department of Treasury.

18. Publicity and Communications:

Where relevant, Grantee may issue news releases, public announcements, publications, or information concerning the Grant or NDN Collective. In all such communications, Grantee must refer to NDN Collective as "NDN Collective." NDN Collective believes in radical transparency as a way to create honest and strong relationships. Entering into agreement with Indigenous communities and funding partners in a new way, NDN Collective's commitment to radical transparency means it looks for opportunities to realize and operationalize its mindset of abundance, healthy competition, and information sharing. As part of its commitment to radical transparency, NDN Collective will make efforts to share all available information regarding its fundraising efforts for its programs and grants that it distributes to its Indigenous colleagues. In addition, NDN Collective makes it a practice and expects reciprocity around publicizing partnerships, generally giving credit where credit is due. As an organization focused on building Indigenous power, and supporting the growing Indigenous movement in North America, NDN Collective works and coordinates with many groups on the ground to ensure that its activities and messaging are transparent to both the funding community and its Indigenous partners.

19. Photo Release:

Grantee agrees that any photos or videos ("photos") of individuals related to the Wealth-Building Plan and Activities supported by the Grant will be taken and used in an appropriate and respectful manner. Grantee agrees to provide to NDN Collective evidence of written consent from any individual identifiable in the photos giving NDN Collective permission to use such photos for non-commercial purposes.

20. Permissions:

Grantee must obtain, maintain and comply with the requirements of all registrations, licenses, consents, and filing with any party or any public authority required in connection with Grantee's operation, the Wealth-Building Plan and Activities, or the execution and performance of this Agreement. Grantee agrees to provide evidence of such compliance upon NDN Collective's request.

21. Copyright and Patents:

Any new intellectual property resulting from the Wealth-Building Plan and Activities may, as between the Parties, be the property of Grantee; Grantee must take reasonable steps to make relevant materials available to the public at no charge or at a minimal charge.

22. Notification:

Grantee must promptly notify NDN Collective in writing, at the address listed in the Agreement, of any lawsuit brought against Grantee, any proceeding or investigation directed at Grantee by a Federal, state, local or tribal government agency or authority.

23. Indemnification:

Grantee must hold harmless and indemnify NDN Collective from and against all claims, suits, and actions arising from any acts or omissions by Grantee in connection with the Wealth-Building Plan and Activities.

24. Record Keeping:

Grantee must retain their records related to the Wealth-Building Plan and Activities for at least four (4) years after they have fully expended the Grant Funds. Upon reasonable request the grantee must make their records relating to the Wealth-Building Plan and Activities available to NDN for inspection or copying.

25. Termination:

NDN Collective may terminate the grant at any time immediately by written notice if

- 1. Grantee uses any portion of the Grant Funds for any purpose other than those specified in this Agreement or otherwise breaches any of the terms of this Agreement;
- 2. the Grant Funds are not used for proper purposes by the End Date;
- 3. in NDN Collective's sole judgment, Grantee ceases to be able to carry out or accomplish the purposes of the Grant in an appropriate manner; or
- 4. in NDN Collective's sole judgment, the Grant might jeopardize NDN Collective's Section 501(c)(3) status or result in an excise tax under Chapter 42 of the Code.

26. Survivorship:

The following sections of this Agreement will survive termination of this Agreement: Reports, Return of Grant Funds, Photo Release, Permissions, Copyright and Patents, Indemnification, Record Keeping, Waiver, and Construction of Agreement.

27. Waiver:

The failure of either party to insist upon strict performance of the terms, conditions and provisions of this Agreement will not be deemed a waiver of future compliance or waiver of any provisions herein.

28. Construction of Agreement:

This Agreement will be construed within the laws of the State of South Dakota. This Agreement including any exhibits supersedes any and all prior agreements and contains the entire agreement of the parties. This Agreement will not be amended or modified in any manner other than by amendment in writing signed by both parties to this Agreement.

NDN Collective, Inc		
Gabrielle Strong		
Managing Director, NDN Collective		
Jamie Davis		
Homemaker		
October 6, 2023		

Accept Grant Agreement: Yes

VII. CONTACT INFORMATION

If you have any questions, please contact Billie White, Director of Grants Management.

Instructions: Click the green plus sign icon on the right-hand side to upload documents.

How to upload your Spending Plan?

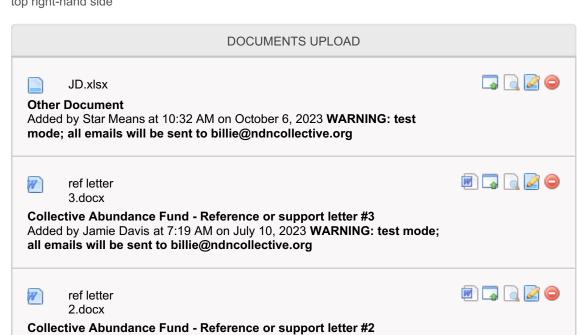
Step 1: Click on the Spending Plan link (in blue) above and download it to your computer

Step 2: Fill out the form and Save it.

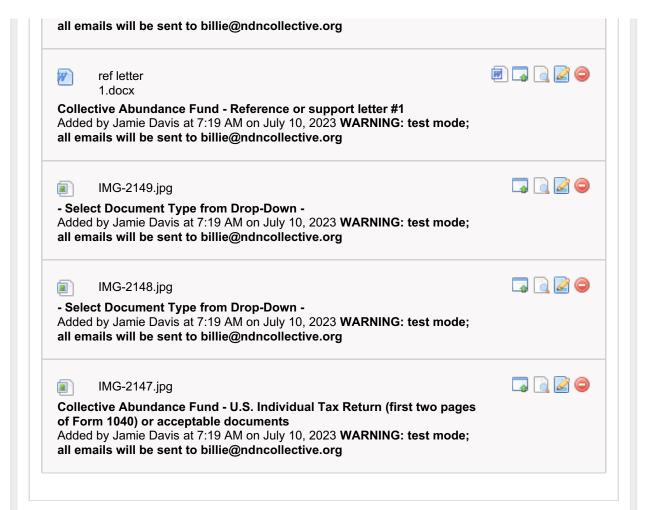
Step 3: In the documents section, click on the green plus sign on the right-hand side and upload your Spending Plan

Step 4: Press the drop-down and select the Spending Plan option in the drop-down menu

Step 5: Click Start Upload and wait for the document to upload. Once it is complete click on the X on the top right-hand side



Added by Jamie Davis at 7:19 AM on July 10, 2023 WARNING: test mode;



Direct Deposit Information

Authorization: Yes

Summary	
Domestic Bank Information	
Bank ABA Routing Number	091408763
Bank Name	Pioneer Bank & Trust
Bank Address 1	2018 Mt Rushmore Rd
Bank Address 2	Rapid City, SD 57701
Grantee Account Number	51223964
Grantee Name	Jamie L Davis
Grantee Address 1	1515 E St Patrick St Lot 238
Grantee Address 2	Rapid City, SD 57703
Additional Comments	

Paper Check