

## **THE HERBERT W. HOOVER FOUNDATION GRANT AGREEMENT**

The Herbert W. Hoover Foundation (the “**Foundation**”) provides grants to eligible public charities in accordance with the Internal Revenue Code (“**IRC**”); and the undersigned (the “**Grantee**” and/or “**Organization**”) applied for such a grant from the Foundation when the Grantee electronically submitted that certain Letter of Intent, Grant Application, and any Supplemental Materials, including any emails sent to the Grantee from the Foundation (collectively, the “**Grant Application**”), which are together filed with this Grant Agreement in the Foundation’s online portal. Grantee’s Grant Application is incorporated herein by reference.

Subject to the Grantee’s full compliance with all the terms and conditions of this Grant Agreement and upon the Grantee’s full execution and return of this Grant Agreement without modification to the Foundation, including Exhibit “A,” as applicable, the Foundation agrees to grant funds to the Grantee in accordance with this Grant Agreement, and the Grantee and Foundation hereby agree to the following:

1. **Use of Funds.**

- a) Subject to all the terms and conditions of this Grant Agreement, the Foundation shall disburse the funds requested in the Grant Application to the Grantee within a reasonable time, as solely determined by the Foundation, after the Grantee executes and returns this Grant Agreement to the Foundation.
- b) All funds granted to the Grantee from the Foundation shall be used in accordance with the Grant Application, including, without limitation, the budget contained therein, and any funds not used in accordance with the Grant Application must be returned to the Foundation.

2. **Duration of the Grant Period.**

- a) Unless earlier terminated in accordance with this Grant Agreement, this Grant Agreement shall continue for the period outlined in the Grant Application (the “**Grant Period**”).

3. **Reports of Grant Progress.**

- a) Within thirty (30) days after the end of each year following the first day of the Grant Period and in any event at the end of the Grant Period, the Grantee agrees to furnish written reports to the Foundation providing details about how the grant funds were spent and the progress made in accomplishing the purposes set forth in the Grant Application.
- b) In addition to the above referenced annual and final report, the Grantee agrees to provide the Foundation with an update, in a sufficient form and substance as determined by the Foundation, about the progress the Grantee has made in accomplishing the purposes set forth in the Grant Application at least on a quarterly basis (i.e., every 3 months) throughout the Grant Period. Such updates may be made in writing to the Foundation via email or may be conducted via a phone call, as determined by the Foundation.

4. **Financial Records for Grant.**

- a) Grantee agrees to keep its financial and other records in such a manner that they adequately show the use of the grant funds exclusively in accordance with the Grant Application.

- b) Upon request by the Foundation, the Grantee agrees to promptly supply the Foundation with receipts, bank statements, and any other information as may be necessary or desirable to permit the Foundation to review the use made of the grant funds.
5. **Provisions for Sub-Grantee(s) (This provision is only applicable to Grantees with a Sub-Grantee).**
- a) For purposes of this Grant Agreement, a “**Sub-Grantee**” is any non-for-profit entity receiving Five Thousand Dollars (\$5,000.00) or more from the Grantee in connection with the program or project outlined in the Grant Application.
- b) In the event the Grantee intends to grant funds to a Sub-Grantee(s), the responsibilities and obligations of the Sub-Grantee shall be clearly outlined in the Grant Application, including a detailed budget satisfactory to the Foundation; and, except in the case where the Sub-Grantee is a university directly affiliated with the Grantee (and which university is also a political subdivision of a state, territory, or possession of the United States), the Grantee shall create a binding, contractual relationship with the Sub-Grantee in the form and substance provided in the Sub-Grant Agreement attached hereto as **Exhibit “A.”**
- c) As of the date of this Agreement, the Grantee shall assign to the Foundation any and all rights the Grantee has to terminate the Sub-Grant Agreement, cancel any unpaid disbursements to the Sub-Grantee, and re-collect/clawback funds from the Sub-Grantee. Upon such assignment, the Grantee shall have no obligation to collect funds from the Sub-Grantee.
- d) All information provided to the Grantee by the Sub-Grantee shall be made immediately and freely available to the Foundation, and the Grantee shall promptly comply with all requests by the Foundation to obtain reports and records as outlined at Paragraphs 3 and 4 hereinabove from the Sub-Grantee.
- e) Prior to the publication of any research by Grantee or Sub-Grantee arising from this Grant, the Sub-Grantee shall provide Grantee, and vice versa, with a copy of any such publication at least thirty (30) days prior to its submission for publication review, publication, or other external dissemination for the other Party to review. The scope of Grantee’s or Sub-Grantee’s review required under this paragraph is limited to ensuring that Confidential Information is not disclosed.
6. **Public Charity Status.**
- a) As of the date of this Agreement, Grantee confirms that it is an organization currently recognized by the Internal Revenue Service (the “**IRS**”) as a public charity under IRC sections 501(c)(3); 509(a)(1), (2), or (3); and/or 170(b)(1)(A)(vi) and that any determination letters from the IRS provided to the Foundation stating that the Grantee is a public charity are still valid and have not been revoked or proposed for revocation.
- b) Grantee shall inform the Foundation immediately of any change in its tax status, including, without limitation, any IRS proposed or actual revocation of its tax status (whether or not appealed).
- c) Grantee assures the Foundation that the use of the funds disbursed pursuant to this Grant Agreement will not cause the Grantee to lose its status as a public charity as defined hereinabove.
7. **Recognition of the Foundation.**

- a) “**Work Product**,” as provided in this Grant Agreement and the Sub-Grant Agreement, as applicable, shall mean any text, media publicity, film, video, book, or other product, concept, or idea that manifests as a result of the Grant.
- b) The Foundation shall have a right to review any Work Product relating to the Grant Application prior to the release of such Work Product.
- c) If any portion of this grant is to be used for a Work Product, the Foundation shall be afforded ample opportunity to attend a screening to review the final Work Product before deciding whether or not to be credited as a funder of the Work Product; and the Grantee shall have an agreement with any Sub-Grantee requiring such a screening and review of the Work Product by the Grantee and the Foundation. The Grantee shall invite the Foundation to such a preview or screening, and the Foundation shall have the right to require or forbid the Grantee from including a reference to the Foundation on such Work Product.
- d) Always subject to the Foundation’s prior written approval, all Work Product of the Grantee and Sub-Grantee, as applicable, shall reference the Foundation, and all such references to the Foundation shall only refer to the full name of the Foundation (i.e., the “Herbert W. Hoover Foundation” and *never* the “Hoover Foundation”).
- e) Grantee and Sub-Grantee shall own all intellectual property rights in all Work Product; provided, however, Grantee and Sub-Grantee agree to grant and shall grant to the Foundation a limited, nonexclusive, non-transferrable license to use the Work Product for its non-commercial purposes. Grantee shall have an agreement with any Sub-Grantee stating the same.

8. **Termination of Agreement.**

- a) The Foundation may terminate this Agreement immediately, cancel any unpaid disbursements, and require all or any portion of the granted funds to be repaid to the Foundation, if the Foundation determines, in its sole and absolute discretion, that:
  - i. The Grantee’s programs and objectives and/or program approach are or become unaligned to the Foundation’s mission and programmatic objectives;
  - ii. The Grantee is not making satisfactory progress towards the goals of the program as set forth in the Grant Application or has violated the terms of this Grant Agreement;
  - iii. The Grantee uses any portion of the grant funds for purposes not included in the terms of this Grant Agreement;
  - iv. The Grantee fails to maintain its charitable status; OR
  - v. The Grantee violates any of the terms or provisions of this Agreement and fails to cure such violation within fifteen (15) days after written notice, if such violation is curable.
- b) Within thirty (30) days after receiving notice from the Foundation of the Foundation’s election to terminate this Grant Agreement, the Grantee shall, at the Foundation’s election: (i) return to the Foundation all or any portion of the funds granted, or (ii) transfer all or any portion of the funds granted to another charitable organization designated by the Foundation. Such determination of the amount of funds returned shall be at the sole and

absolute discretion of the Foundation. This Article 8(b) shall survive the termination of this Agreement.

9. **Facsimiles.** This Grant Agreement may be executed and delivered by PDF/email transmission and have the same force and effect as if it were the original.
10. **Construction.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding Ohio's conflicts of law principles. Venue for any action arising hereunder shall lie exclusively in the state or federal courts covering Stark County, Ohio. All parties acknowledge that each has contributed substantially to the material content of this Grant Agreement, and it is acknowledged that this Agreement has been negotiated at arms'-length by both parties after advice by counsel or other representatives chosen by such parties.
11. **Mediation Requirement.** Prior to filing any cause of action relating to this Agreement, the Grantee and Foundation shall submit any dispute with respect to the subject matter of this Agreement to mandatory private, confidential mediation before a mutually agreeable mediator in Canton, Ohio. The Grantee and the Foundation shall bear equally the mediator's fees. Such mediation shall be governed by Chapter 2710 of the Ohio Revised Code (Uniform Mediation Act). The mediation privilege and Ohio R. Evid. 408 shall apply to any mediation conducted under this Section.
12. **Severability.** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Now therefore, Grantee and the Foundation hereby agree to the Grant Agreement as of the date set forth below.

GRANTEE  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Project Name: \_\_\_\_\_

THE HERBERT W. HOOVER FOUNDATION  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit “A” to the Grant Agreement (As Applicable)**

**SUB-GRANT AGREEMENT BETWEEN GRANTEE AND SUB-GRANTEE**

The Grantee has been awarded a grant from The Herbert W. Hoover Foundation (the “Foundation”) as more fully set forth in the Grant Agreement attached hereto, and the Grantee intends to disburse funds from the grant to the undersigned (the “**Sub-Grantee**,” as defined in the Grant Agreement) in accordance with the Grant Application.

Subject to the Sub-Grantee’s full compliance with all the terms and conditions of this Sub-Grant Agreement and upon the Sub-Grantee’s full execution and return of this Sub-Grant Agreement without any modification to the Grantee, the Grantee agrees to disburse funds to the Sub-Grantee in accordance with this Sub-Grant Agreement and the Sub-Grantee and Grantee hereby agree to the following:

1. **Use of Funds.**

- a) Subject to all the terms and conditions of this Sub-Grant Agreement, the Grantee shall disburse the funds as outlined in the budget of the Grant Application to the Sub-Grantee within a reasonable time after the Sub-Grantee executes and returns this Sub-Grant Agreement to the Grantee without modification. No funds shall be disbursed by the Grantee to the Sub-Grantee unless and until the Foundation receives the Grant Agreement and Sub-Grant Agreement fully executed and without modification.
- b) All funds provided to the Sub-Grantee from the Grantee shall be used in accordance with the Grant Application, and any funds not used in accordance with the Grant Application must be returned to the Grantee.

2. **Duration of the Sub-Grant Period.**

- a) Unless earlier terminated in accordance with this Sub-Grant Agreement, this Grant Agreement shall continue for the period outlined in the Grant Application (the “**Sub-Grant Period**”).

3. **Grant Progress and Financial Reports**

- a) Upon request by the Grantee, the Sub-Grantee agrees to promptly supply the Grantee with such information as may be necessary or desirable to permit the Grantee to review the use made of the funds disbursed to the Sub-Grantee. Such information to be made available at least quarterly (i.e. every 3 months).
- b) Upon request by the Grantee, the Sub-Grantee agrees to provide the Grantee with a status update about the progress the Grantee has made in accomplishing the purposes set forth in the Grant Application. Such information to be made available at least quarterly (i.e., every 3 months).
- c) Prior to the publication of any research by Grantee or Sub-Grantee arising from this Grant, the Sub-Grantee shall provide Grantee, and vice versa, with a copy of any such publication at least thirty (30) days prior to its submission for publication review, publication, or other external dissemination for the other Party to review. The scope of Grantee’s or Sub-Grantee’s review required under this paragraph is limited to ensuring that Confidential Information is not disclosed.

4. **Recognition of Foundation.**

- a) “**Work Product**,” as provided in this Sub-Grant Agreement shall mean any text, media publicity, film, video, book, or other product, concept, or idea that manifests as a result of the Grant.
  - b) If any portion of the sub-grant is to be used for a Work Product, the Grantee and Foundation shall be afforded ample opportunity to review the Work Product prior to its release.
  - c) Always subject to the Foundation’s prior written approval, all Work Product of the Grantee and Sub-Grantee shall reference the Foundation, and all such references to the Foundation shall only refer to the full name of the Foundation (i.e., the “Herbert W. Hoover Foundation” and *never* the “Hoover Foundation”).
  - d) Grantee and Sub-Grantee shall own all intellectual property rights in their Work Product; provided, however, Grantee and Sub-Grantee agree to grant and shall grant to the Foundation a limited, nonexclusive, non-transferrable license to use the Work Product for its non-commercial purposes.
5. **Termination of Agreement.**
- a) The Grantee may terminate this Sub-Grant Agreement immediately, cancel any unpaid disbursements, and require all or any portion of the granted funds to be repaid to the Grantee if the Grantee determines, in its sole and absolute discretion, that:
    - i. The Sub-Grantee is not making satisfactory progress towards the goals of the program as set forth in the Grant Application or has violated the terms of this Sub-Grant Agreement;
    - ii. The Sub-Grantee uses any portion of the grant funds for purposes not included in the terms of this Sub-Grant Agreement;
    - iii. The Sub-Grantee fails to maintain its charitable status; OR
    - iv. The Sub-Grantee violates any of the terms or provisions of this Sub-Grant Agreement and fails to cure such violation within fifteen (15) days after written notice, if such violation is curable.
  - b) Within thirty (30) days after receiving notice from the Grantee of the Grantee’s election to terminate this Sub-Grant Agreement, the Sub-Grantee shall return to the Grantee all or any portion of the funds granted, as such amount shall be determined at the sole discretion of the Grantee. This Article 5(b) shall survive the termination of this Agreement.
6. **Facsimiles.** This Sub-Grant Agreement may be executed and delivered by PDF/email transmission and have the same force and effect as if it were the original.
7. **Construction.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding Ohio’s conflicts of law principles. Venue for any action arising hereunder shall lie exclusively in the state or federal courts covering Stark County, Ohio. All parties acknowledge that each has contributed substantially to the material content of this Sub-Grant Agreement, and it is acknowledged that this Agreement has been negotiated at arms-length by both parties after advice by counsel or other representatives chosen by such parties.
8. **Mediation Requirement.** Prior to filing any cause of action relating to this Agreement, the Grantee, Sub-Grantee, and Foundation shall submit any dispute with respect to the subject matter of this Agreement to mandatory private, confidential mediation before a mutually agreeable mediator in Canton, Ohio. Only the parties initiating the dispute shall bear equally the mediator’s fees. Such mediation shall be governed by Chapter 2710 of the Ohio Revised Code (Uniform

Mediation Act). The mediation privilege and Ohio R. Evid. 408 shall apply to any mediation conducted under this Section.

9. **Severability**. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Now therefore, the Sub-Grantee, Grantee, and Foundation hereby agree to the Sub-Grant Agreement as of the date set forth below.

GRANTEE:

SUB-GRANTEE:

THE FOUNDATION

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Organization: \_\_\_\_\_

Organization: \_\_\_\_\_