

ROBINS FOUNDATION GRANT TERMS

All grants awarded by the Robins Foundation (“Robins”) are subject to these Grant Terms (“Terms”), and a Grantee’s acceptance, deposit, negotiation or endorsement of a Robins’ grant payment constitutes the Grantee’s agreement thereto.

Use of Funds

Grantee shall use the grant funds only for the designated purpose (“Purpose”) of the grant. Grant funds may not be expended, borrowed, pledged, or transferred for reasons other than the Purpose, without Robins’ prior written approval.

If any portion of the grant is used for any other purpose, Grantee will promptly correct the error. If the error is not corrected, Robins reserves the right to require the return of any amounts diverted from the Purpose.

If any portion of the grant is unexpended or uncommitted at the end of the grant term or project, such portion must be returned promptly to Robins.

Grantee will use the grant only for charitable, scientific, testing for public safety, literary or educational purposes, consistent with Section 170(c)(2)(B) of the Internal Revenue Code (“Code”).

The grant is not in anyway earmarked to support or carry on any lobbying or voter registration drive.

Prohibited Use of Funds

Grantee will not knowingly use any portion of the grant, directly or indirectly, in a manner inconsistent with Section 501(c)(3) or Section 170(c)(1) of the Code. In addition, Grantee shall not use any portion of the grant, directly or indirectly, to:

- Induce or encourage violations of law, human or civil rights, or public policy;
- Cause any private inurement or improper private benefits to occur;
- Make any grant to an individual, other than as part of Grantee's charitable activities or in furtherance of its charitable purposes; or
- Undertake any activity not in furtherance of the Purpose.

Reporting Requirements

To enable Robins to evaluate the effectiveness of the grant, Robins may, upon request, require the Grantee to submit a written report for any time period during which Grantee receives, holds, or spends all or any portion of the grant. The format of such report will be provided by Robins, and may contain:

- Description of the progress that Grantee has made toward achieving the Purpose and any results achieved;
- Financial accounting of Grantee’s expenditure of the grant;
- Any related publications, news clippings, or other materials prepared in connection with the grant; and
- Report on Grantee’s compliance with these Terms.

Recordkeeping

Grantee is responsible for expenditure of funds and for maintaining adequate records consistent with generally accepted accounting practices for at least four years after the grant funds have been expended. Grantee shall make these books and records available to Robins, its employees, agents, or auditors, upon request and at reasonable times for review and audit, and shall comply with all reasonable requests of Robins for information and interviews regarding use of grant funds.

Limit of Commitment

Neither these Terms, nor any other statement, oral or written, nor the making of any grant to Grantee, creates any pledge or any commitment by Robins or by any related person or entity to make any other grant to Grantee or any

other entity. Each grant shall be a separate and independent transaction from any other transaction between Robins and Grantee or any other entity.

Representations, Warranties and Notice

By accepting the grant from Robins, Grantee represents and warrants that:

- Grantee is exempt from federal income tax under Section 501(a) and described in Section 501(c)(3) of the Code. Grantee is not a private foundation as defined in Section 509(a) of the Code. If the Grantee is a supporting organization as defined in Section 509(a)(3) of the Code, (i) no director or officer of Robins directly or indirectly controls the Grantee or the supported organization which is affiliated with the Grantee and (ii) if the Grantee is classified as a Type III supporting organization, it meets the “functionally integrated” test where the supporting organization performs the functions or carries out the purposes of the supported organization and, but for the supporting organization, the supported organization would normally engage in those activities directly;
- Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by Section 501(c)(3) of the Code or, if applicable, Sections 501(h) and 4911 of the Code;
- Grantee hereby reaffirms that the project’s current budget as submitted to Robins accurately reflects Grantee’s present intention to expend at least the amount of this grant on non-lobbying and non-voter registration project activities in Grantee’s current fiscal year, or in equal portions each fiscal year over the grant period, if a multi-year grant.
- Grantee will not use any portion of the grant to support, promote, or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make subgrants to any entity engaged in these activities or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity). Grantee hereby represents and warrants that it is in compliance with all applicable laws restricting U.S. persons from dealing with parties subject to sanctions administered by the U.S. Office of Foreign Assets Control (OFAC). Grantee also hereby represents and warrants that the board, staff, and volunteers of Grantee are not subject to OFAC sanctions, have not violated OFAC sanctions, and have no dealings with terrorist organizations;
- Grantee has the power and is duly authorized to execute, deliver, and perform on all matters related to the grant;
- Grantee’s execution, delivery, and performance of the grant will not conflict with, violate or result in the breach of any terms, conditions or provisions of any agreement or law to which it is subject;
- Grantee operates in compliance with applicable U.S. federal, state, and local laws, rules, and regulations and this grant does not constitute a payment or gift or anything of value to a government official, official of a political party, candidate for political office, or a commercial customer in violation of the U.S.A. Foreign Corrupt Practices Act or the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials;
- Grantee does not discriminate based on race, religion, sex, age, national origin, disability, or sexual orientation; and,
- Grantee will give Robins immediate written notice of any change in the Internal Revenue Service’s recognition of Grantee’s tax-exempt, public charity, or supporting organization status or any change in Grantee that could lead to a modification or revocation of its tax status under the federal tax laws.

Grant Announcements and Publicity

Grantee will not issue any press release or other public announcement or disclosure (other than in its annual reports or tax returns) concerning the grant by Robins without the prior review and written approval of Robins. Robins’ review and approval are within its sole and absolute discretion. Grantee agrees to provide a copy of any such press release or other public announcement or disclosure sufficiently in advance of the intended publication date to allow adequate review by Robins. Further, Grantee agrees to cooperate fully in connection with any press release or other public announcement or disclosure that Robins may wish to issue in connection with the grant. Robins may include information on the grant in its periodic public reports.

Grantee’s use of Robins’ logos and trademarks requires Robins’ prior written consent.

Miscellaneous

Grantee is solely responsible for all activities supported by the grant, including the use of grant funds by subgrantees and subcontractors, the content of any product created with the grant funds, and the manner in which any such

product may be disseminated. The grant does not create any employer-employee relationship, agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Robins, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Robins, its officers, directors, employees, or agents.

The failure of Robins to exercise any of its rights under these Terms shall not be deemed to be a waiver of such rights.

If Robins determines, in its sole discretion, that Grantee has violated or failed to carry out any provision of the grant, Robins may, in addition to any other legal or equitable remedies it may have, terminate a grant with no further obligation to make any further grant payments to Grantee. Robins will notify the Grantee in writing of its intent to terminate a grant and if such breach is not cured within 10 days of such notice, the grant will immediately terminate. In the event Robins terminates the grant, Robins may require the return of all or any part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to Robins. Robins may also avail itself of any other remedies available at law or in equity.

Any notice, request or documentation required or permitted to be given under these Terms is sufficient if in writing and either hand-delivered, sent by overnight courier, or sent by first-class mail, certified mail or registered mail, return receipt requested.

These Terms or any of the rights or obligations under a grant may not be assigned, including by operation of law, merger, consolidation, or the sale or transfer of all or substantially all of Grantee's assets, without Robins' prior written approval, which approval shall be within the sole and absolute discretion of Robins.

These Terms supersede any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. The provisions of these Terms are severable, and if any provision thereof is found to be invalid or unenforceable, all other provisions shall remain fully valid and enforceable. Terms may not be amended or modified, except in a writing signed by both parties.

Nothing in these Terms is intended to create any rights in or confer any benefits upon any person or entity other than the parties to the grant.

These Terms, and any grant awarded by Robins, shall be governed by the laws of the Commonwealth of Virginia without regard to the law of conflicts of law.