



**SAVE THE REDWOODS LEAGUE
NON-PROFIT GRANT AGREEMENT**

Project Title:		
Grant Reference #:		Please reference Project Title and Grant Reference # on all correspondence
Type of Grant:	Research Grant ☐ Starter Grant ☐	
Grantee ("GRANTEE"):		
Form of Entity:		Federal Tax ID # (EIN):
Grantee Project Director:		
Grant Award Amount:	\$	League Account #: 6330-330-3801
Project Start Date:		
Project End Date (the "Project End Date"):		
Final Report Due:	Within ninety (90) calendar days of Project End Date	

1. **COMPLETE AGREEMENT.** This Grant Agreement ("Agreement") between Save the Redwoods League ("LEAGUE") and the GRANTEE listed above, consisting of this page and all additional pages, Exhibits, Attachments, and Schedules attached hereto and incorporated herein, contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments, and understandings.
2. **NOTICE; PROJECT OFFICER.** Correspondence between the parties shall be addressed to the Project Officer. GRANTEE will notify the LEAGUE concerning changes to contact, address, etc.

LEAGUE	GRANTEE
Save the Redwoods League	
Attn:	
111 Sutter Street, 11 th Floor	
San Francisco, CA 94104	

3. **PURPOSE OF GRANT.** The primary purpose of the Project and this Grant ("Grant") is to foster and encourage a greater understanding of the redwood forest. To that end, the LEAGUE agrees to provide Funds to the GRANTEE, subject to the terms and conditions in this Agreement, for the purposes of satisfactorily performing the project proposal submitted by GRANTEE to the LEAGUE incorporated and hereby attached as EXHIBIT A (the "Project").
4. **GRANT CONDITIONS.** Under the terms of this Agreement, the LEAGUE agrees to provide funds not to exceed the total as listed on Page 1 ("Grant Award") for the Project.
 - A. **Restrictions on Use of Funds ("Funds").** Funds shall be used solely for the Project. No Funds provided for this Grant may be used to support litigation expenses or lobbying activities – defined as attempting to persuade members of any legislative or administrative branch (local, state, tribal, or federal) to enact, defeat, repeal, or amend legislation or regulations of any kind.
 - B. **Unused Funds and Reversion.** This Grant is intended to support the Project for the specified Grant period. Any portion of the total Funds not expended on or before the Project End Date shall be returned to the LEAGUE within ninety (90) calendar days of the Project End Date. GRANTEE shall list any and all reimbursable costs including allowable costs and non-cancelable obligations incurred as a result of Agreement performance in EXHIBIT A.
 - C. **Assignment of Rights and Benefits.** Except as otherwise specifically provided for in Section 12 in this Agreement, the GRANTEE has not and shall not assign or convey any rights, benefits, obligations, or liabilities arising from or connected to either the Project or this Agreement to any party without the prior written consent of the LEAGUE.
5. **PAYMENT OF GRANT FUNDS.** Funds shall be disbursed by the LEAGUE to the GRANTEE when the LEAGUE acknowledges the receipt of and accepts:

- A. An executed copy of this Agreement;
- B. Evidence that the GRANTEE is an entity described in 26 USC Section 170(b)(1)(A) [other than clauses (vii) and (viii)]. Entities include, but are not limited to, a school, university or public charity organized under the laws of the U.S. or any State, a State or any political subdivision thereof, the United States, a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code; and
- C. A completed IRS Request for Taxpayer Information (IRS form W-9).
- D. Once items A-C above are accepted by the LEAGUE, Funds shall be sent to the following institutional address:

6. SUB-GRANTEES. GRANTEE shall not make sub-grants to other persons or entities, except as described in the project proposal (see Exhibit A), without the prior written consent of the LEAGUE, in its sole discretion, and the LEAGUE may impose additional conditions to its consent as it deems appropriate. Any such sub-grant, if approved, shall not relieve GRANTEE from responsibility or liability for compliance and performance with all of the terms and conditions in this Agreement.

- A. If this box is checked ☐ the LEAGUE consents to GRANTEE sub-granting a significant portion of the Project work to the sub-grantee (the "Sub-grantee") known as:

- B. Sub-grantee shall adhere to the terms and conditions in this Agreement in its performance of the Project. GRANTEE and Sub-grantee shall be liability for compliance and performance with all of the terms, conditions, requirements, budgets and financial obligations in this Agreement.

7. REPORTING REQUIREMENTS FOR RESEARCH GRANTS. The GRANTEE shall keep the LEAGUE informed of the Project progress. GRANTEE shall communicate with the LEAGUE about potential problems with the Project. GRANTEE shall report to the LEAGUE any line-item variances that exceed ten percent (10%) within the approved total budget.

- A. GRANTEE shall submit Annual Progress Reports annually until the completion of the Project.

- B. GRANTEE shall submit the Project's GIS data with the appropriate metadata within ninety (90) calendar days of the Project End Date.
- C. GRANTEE shall submit a Final Report (due within ninety (90) calendar days of the Project End Date) which shall include the following:
 - I. Final Financial Reporting Form accounting for all receipts, grant expenditures, and budget variances (if any) compared to the approved budget;
 - II. Final Report summarizing and evaluating the accomplishments achieved during the term of the Project;
 - III. Copies of all publications, press releases and other appropriate products resulting from the Project. A representative number of color photos depicting the Project will, if appropriate, also be provided to the LEAGUE as part of the Final Report; and
 - IV. Any requests for extension of this Final Report submission date must be made in writing to the LEAGUE Project Officer and approved by the LEAGUE in advance.
- D. GRANTEE should contact the LEAGUE Project Officer with any questions.

8. REPORTING REQUIREMENTS FOR STUDENT STARTER GRANTS. The GRANTEE shall keep the LEAGUE informed of the Project progress. GRANTEE shall communicate with the LEAGUE about potential problems with the Project. GRANTEE shall report to the LEAGUE any line-item variances that exceed ten percent (10%) within the approved total budget.

- A. GRANTEE shall submit the Project's GIS data with the appropriate metadata within ninety (90) calendar days of the Project End Date.
- B. GRANTEE shall submit a Final Report (due within ninety (90) calendar days of the Project End Date) which shall include the following:
 - I. Final Financial Reporting Form accounting for all receipts, grant expenditures, and budget variances (if any) compared to the approved budget;
 - II. Final Report summarizing and evaluating the accomplishments achieved during the term of the Project;
 - III. Final Visual Report Element (video, photo blog, poster or other visual medium) summarizing and evaluating the accomplishments achieved during the term of the Project;
 - IV. Copies of all publications, press releases and other appropriate products resulting from the Project. A representative number of color photos depicting the Project will, if appropriate, also be provided to the LEAGUE as part of the Final Report; and
 - V. Any requests for extension of this Final Report submission date must be made in writing to the LEAGUE Project Officer and approved by the LEAGUE in advance.

C. GRANTEE should contact the LEAGUE Project Officer with any questions.

9. **PUBLICITY; ACKNOWLEDGMENT OF SUPPORT.** GRANTEE shall give appropriate credit to the LEAGUE for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the services performed pursuant to this Agreement, including but not limited to any tangible final products produced pursuant to this Agreement. Copies of such materials shall be provided to the LEAGUE for review and comment prior to publication and as part of the reporting process. The LEAGUE retains the right and authority to publicize LEAGUE financial support for the Project in this Agreement in press releases, publications and other public communications of any type including, without limitation, digital and web publications, so long as such publications does not imply the endorsement by GRANTEE of the views or positions of the LEAGUE and accurately reflects the relationship of the parties. Notwithstanding the foregoing financial support approval, neither party shall issue a press release regarding the research or use the name of the other party in connection with any products, promotion, or advertising without obtaining the other party's prior written permission.

10. TERMINATION.

- A. **Automatic Termination.** This Agreement shall automatically terminate if the parties have not fully executed the Agreement on or before August 1, 202__ and the Grant Funds shall be rescinded and returned to the LEAGUE within thirty (30) calendar days of the date of automatic termination. For clarification the term "fully executed" as used in this Section 10 is defined as an agreement that is signed by LEAGUE and GRANTEE.
- B. **Termination for Convenience.** Either party may terminate this Agreement for convenience upon thirty (30) calendar days advance written notice to the Project Officer. In the event of termination for convenience and subject to LEAGUE sole discretion, GRANTEE, may be reimbursed for allowable costs and non-cancelable obligations incurred as a result of Agreement performance to the effective date of such termination subject to: (a) GRANTEE materially complies with the conditions in this Agreement; (b) such incurred allowable costs and non-cancelable obligations are listed in EXHIBIT A; and (c) such incurred allowable costs and non-cancelable obligations do not exceed the Grant Award amount on Page 1.
- C. **Termination for Cause.** Should the GRANTEE or its Sub-grantee materially fail to comply with any of the conditions in this Agreement, the LEAGUE shall provide GRANTEE with written notice that GRANTEE has thirty (30) calendar days to remedy the breach or default. The LEAGUE may, at its option and with written notice to GRANTEE, extend the amount of time necessary to remedy the breach or default. If GRANTEE fails to remedy such breach or default, the LEAGUE may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement for cause by sending written notice of termination to GRANTEE, and such termination shall be effective as of the date of receipt of such notice. In the event of termination for cause, the LEAGUE may cancel all unpaid installments of the Funds and any unused Funds shall be returned to the LEAGUE. The LEAGUE reserves the right to recall all applicable Funds previously delivered to GRANTEE should the LEAGUE, in its sole discretion, determine that the Funds have been expended in material violation of the terms in this Agreement. The LEAGUE shall provide GRANTEE the reasons therefore and the amount of the Funds to be returned or reimbursed in the written notice of termination for cause. GRANTEE shall return or reimburse the LEAGUE for such Funds within thirty (30) calendar days of receipt of such notice.

- 11. ADDITIONAL FUNDING.** The LEAGUE assumes no obligation to provide further funding or support to the GRANTEE beyond the terms stated herein. Contributions made to the GRANTEE under this Agreement do not, by direct reference or implication, convey LEAGUE endorsement of GRANTEE products or activities.
- 12. OWNERSHIP; COPYRIGHTS; PATENTS.** All materials and work products produced under this Agreement shall become the property of GRANTEE. GRANTEE shall have the right to patent, copyright, publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement. Copies of any proposed publication will be provided to the LEAGUE thirty (30) calendar days prior to submission for LEAGUE review, comment, and identification of any LEAGUE proprietary data which has inadvertently been included and which the LEAGUE wishes to have deleted. During the review period, the LEAGUE may also identify patentable inventions for which it wishes GRANTEE to file for patent protection. In such case, GRANTEE will delay publication up to an additional ninety (90) calendar days in order to file such patent application. GRANTEE hereby grants to the LEAGUE an irrevocable, royalty-free, perpetual, world-wide, non-exclusive right to reproduce, translate, and use all copyrightable materials, reports and data for its own purposes.
- A.** Any products and materials furnished by the LEAGUE in connection with this Agreement shall remain the exclusive property of the LEAGUE and are to be delivered to the LEAGUE at the Project End Date, unless sooner delivery is requested by the LEAGUE or specified herein. These LEAGUE products and other materials and data may be used by the GRANTEE only for the purpose of performing under this Agreement, and any use by the GRANTEE for any other purpose shall require the prior written consent of the LEAGUE. Any such permitted use of these LEAGUE materials or data shall include an acknowledgement that the materials or data are the property of the LEAGUE and such other requirements as the LEAGUE may impose.
- B.** Notwithstanding the foregoing, the GRANTEE reserves a nonexclusive, royalty free, irrevocable right to reproduce, publish and otherwise use, and to authorize others to use, any and all products created under this Agreement for noncommercial educational or research purposes, however, the GRANTEE shall not use, or permit any third-party to use such products or materials as a profit-making venture. This provision shall survive termination of this Agreement.
- 13. CHOICE OF LAW.** This Agreement shall be governed by the laws and jurisdiction of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in San Francisco County, California.
- 14. NO WAIVER.** Failure of the LEAGUE to enforce, or the delay by the LEAGUE in enforcing, any of the terms and conditions in this Agreement shall not be deemed a waiver, continuing waiver, or a modification to this Agreement unless the waiver or modification is expressly written and signed by LEAGUE and GRANTEE.
- 15. COMPLIANCE WITH LAWS; SEVERABILITY.** The parties agree to comply with the provisions of applicable State and Federal regulations governing Equal Employment Opportunity and Non-discrimination and Immigration. If any of the provisions in this Agreement are determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.
- 16. INDEMNIFICATION.** Each party shall be responsible for its own liability, loss, expense (including attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement caused by or

resulting from the negligent or intentional acts or omissions of said party's officers, agents or employees.

- 17. ARBITRATION.** The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the California Code of Civil Procedure §1281 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator shall be final and binding upon the parties.
- 18. FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, without limitation, to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, war, terrorism or governmental statutes or regulations superimposed after the fact.
- 19. INDEPENDENT PARTIES.** GRANTEE is deemed at all times to be an independent party and shall be responsible for the manner in which it performs the Project under this Agreement. Nothing contained herein shall be construed as creating the relationship of employee and employer between GRANTEE and LEAGUE or its officers, employees or agents. GRANTEE is not entitled to any of the benefits that the LEAGUE provides for its employees.

20. SIGNATURES.

SAVE THE REDWOODS LEAGUE	GRANTEE
Name:	Name:
Title:	Title:
Date:	Date: