



# *Save The Redwoods*

L E A G U E

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

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

Grant Reference #: \_\_\_\_\_  
Please reference Project Title and Grant Reference # on all correspondence

Grantee ("GRANTEE"): \_\_\_\_\_

Form of Entity: \_\_\_\_\_ Federal Tax ID # (EIN): \_\_\_\_\_

Grantee Project Director: \_\_\_\_\_

Grant Award: \$ \_\_\_\_\_ SRL Account 6330 330 3801  
#: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Final Report Due: Within sixty (60) 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. Correspondence between the parties shall be addressed to the project officers. GRANTEE will notify the LEAGUE concerning changes to contact, address, etc.

LEAGUE		GRANTEE	
	Save the Redwoods League		
	Attn:		
	111 Sutter Street		
	11 <sup>th</sup> 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 of this Agreement, for the purposes of satisfactorily performing the project proposal submitted by grantee to the LEAGUE, and attached as EXHIBIT A (“the Project”).

4. GRANT CONDITIONS. Under the terms of this Agreement, the LEAGUE agrees to provide funds up to a 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 grant not expended at the end of the grant period shall be returned to the LEAGUE within sixty (60) days of the end of the grant period. 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 11 of 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 will be disbursed by the LEAGUE to the GRANTEE when the LEAGUE is in receipt of:

- A.** 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)]. For example, 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.
- C.** Completed IRS Request for Tax Payer Information (IRS form W-9).

Payment shall be sent to the following institution:


**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 which consent shall be in the LEAGUE’s sole discretion and the LEAGUE may impose additional conditions to its consent as it deems appropriate. Any such sub-grant, if approved, shall not, however, relieve GRANTEE from responsibility or liability for compliance with all of the terms and conditions of this Agreement.

**7. REPORTING REQUIREMENTS.** 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.

GRANTEE shall submit Interim Reports annually until the completion of the grant term, at which time a Final Report shall be submitted within sixty (60) days of (project end date).

GRANTEE shall submit a Final Report (DUE WITHIN SIXTY (60) DAYS OF PROJECT END DATE) which includes the following:

- A.** Final Financial Reporting Form accounting for all receipts, grant expenditures, and budget variances (if any) compared to the approved budget;
- B.** Final Programmatic Report summarizing and evaluating the accomplishments achieved during the term of the Grant; and
- C.** 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.

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. GRANTEE should contact the LEAGUE project officer (Section 2) with any questions.

**8. PUBLICITY AND 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 the LEAGUE's financial support for this Agreement and the Project 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.

**9. TERMINATION.** Either party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the project officers listed in Section 2 of this Agreement. In the event of termination for convenience, 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 so long as: (a) GRANTEE materially complies with the conditions of 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.

Notwithstanding anything to the contrary contained in this Agreement, should the GRANTEE or any sub-grantee materially fail to comply with any of the conditions of this Agreement, the LEAGUE shall provide GRANTEE with written notice that GRANTEE has thirty (30) 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 notice of termination for cause in writing 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 Total Grant and any Funds held by the LEAGUE and such Funds shall be returned to the donor(s) if required. The LEAGUE also reserves the right to recall all applicable Funds previously delivered to GRANTEE should the LEAGUE, in its sole discretion, determine that they have been expended in material violation of the terms of this Agreement. The LEAGUE will provide GRANTEE the reasons therefore and the amount of the Funds to be returned or reimbursed in the written notice of termination for cause to GRANTEE. GRANTEE shall return or reimburse the LEAGUE for such Funds within sixty (60) days of receipt of such notice.

**10. ADDITIONAL SUPPORT.** In making this Grant, 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 the LEAGUE's endorsement of the GRANTEE's products or activities.

**11. 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) days prior to submission for the LEAGUE's review, comment, and identification of any of the LEAGUE's 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 sixty (60) days in order to file such patent application. GRANTEE hereby grants to the LEAGUE an irrevocable royalty-free, non-exclusive right to reproduce, translate, and use all copyrightable materials, reports and data for its own purposes.

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 end of this Agreement, 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 will include an acknowledgement that the materials or data are the property of the LEAGUE and such other requirements as the LEAGUE may impose.

Notwithstanding the foregoing, the GRANTEE reserves a non-exclusive, 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 non-commercial 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.

**12.** CHOICE OF LAW. This Agreement shall be governed by the laws and jurisdiction of the State of California.

**13.** NO WAIVER. Failure of the LEAGUE to enforce, or the delay by the LEAGUE in enforcing, any of the terms and conditions of 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 the LEAGUE and the GRANTEE.

**14.** SEVERABILITY. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be interpreted to remain valid, enforceable, and binding on the parties.

**15.** COMPLIANCE WITH LAWS AND INDEMNIFICATION. Each party shall be responsible for its negligent acts or omissions and the negligent acts or missions of its employees, officers, or directors, to the extent allowed by law.

**16.** 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(s) shall be final and binding upon the parties.

**17.** COMPLIANCE. The Parties agree to comply with the provisions of applicable State and Federal regulations governing Equal Employment Opportunity and Non-discrimination and Immigration.

18. SIGNATURES

SAVE THE REDWOODS LEAGUE

By: Samuel M. Hodder, President & CEO

By:

Samuel M. Hodder, President & CEO

Date:

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GRANTEE

By:

By:

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Date: