

Grant Agreement

This **Grant Agreement**, including all exhibits and any schedules attached hereto, effective as of the date the terms and conditions of this Grant Program are accepted, sets forth the terms and conditions agreed to by _____ (“**Grantee**”), and Anti-Defamation League., a New York non-profit corporation with its principal place of business at 605 Third Avenue, New York, NY 10158-3650. (“**Grantor**”).

1. **GRANT PROJECT.** The project (“Grant Project”) is as described in the proposal submitted to ADL.
 2. **PAYMENT OR PROVISION OF GRANT AWARD.** Grantee will be paid and/or reimbursed as set forth in the award email (“Grant Award”). Typically, the payment or provision of any Grant Award hereunder will be paid after completion of the project, upon proper documentation including receipts and Grantor’s report form. In the event that the Grant Award is paid prior to the performance of the Grant, Grantee acknowledges that the entire Grant Award is restricted to the Grant Project, is to be used in accordance with the terms and conditions detailed in this Grant Agreement, and will still require Grantee to submit proper documentation including receipts and Grantor’s report form. Any part of the Grant Award not used for the Grant Project shall be returned promptly to Grantor.
 3. **COMPLIANCE WITH LAWS.** Grantee shall at all times comply with all laws and regulations applicable to the performance of Grantee’s obligations under this Grant Agreement. Grantee shall comply with the Foreign Corrupt Practices Act and all Treasury Department regulations concerning the use of funds including, without limitation, the Treasury Department's Office of Foreign Assets Control lists of Sanctioned Countries or Specially Designated Nationals.
- NONPROFIT ORGANIZATION RESTRICTION: In accordance with U.S. Law, Grantee will not use Grantor funds to intervene in any election or support or oppose any political party or candidate for public office anywhere in the world. Any legislative goal supported by Grant Award must be cleared in advance by Grantor.
4. **GRANT REPORTING.** Grantee shall submit a final report on the use of the Grant Award by the date specified in the Grant Project.
 5. **NO ASSIGNMENT.** This Grant Agreement may not be assigned by Grantee to other persons or providers, unless approved in advance.
 6. **INTELLECTUAL PROPERTY; IDENTIFICATION.** All program materials may say that the program is “Supported by ADL” but may not say or imply that the program is an ADL program, unless otherwise approved. ADL considers many program ideas, including ideas that may be similar to the ideas you are submitting. In order to avoid future conflict, by

submitting your idea, Grantee hereby grants Grantor a worldwide, irrevocable and royalty-free license to use Grantee's program or program idea to further its mission.

7. **REQUIRED NOTIFICATION.** Grantee is required to provide Grantor with immediate written notification in the event of: (a) its inability to expend or use the Grant Award for the Grant Project; or (b) any expenditure or use of the Grant Award for any purpose other than the Grant Project.
8. **INDEMNIFICATION; HOLD HARMLESS.** In consideration for Grantor awarding the Grant Award, Grantee agrees to hold harmless, indemnify, release and forever discharge Grantor and its directors, officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments, actions, claims, suits, losses, damages, and expenses resulting from, related to or in any way connected with the Grant Agreement.
9. **LIMITATION OF LIABILITY.** Liability of either party to the other for any breach of this Grant Agreement shall be limited to the lesser of: (i) actual direct, foreseeable damages resulting from such breach, or (ii) the fair market value of the payments, products, and services provided by one party to the other under this Grant Agreement. EXCLUDING DAMAGES ARISING DUE TO GRANTEE'S BREACH OF ITS OBLIGATIONS UNDER THE CONFIDENTIALITY PROVISIONS OF THIS GRANT AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS GRANT AGREEMENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS GRANT AGREEMENT (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOSS OF INCOME OR LOSS OF BUSINESS ADVANTAGE), EVEN IF SUCH PARTY OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

Each signatory to this Grant Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the party on whose behalf he or she is signing this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

GRANTEE SIGNATURE IS EFFECTED BY CLICKING THE AGREEMENT TO TERMS AND CONDITIONS.

GRANTOR SIGNATURE IS EFFECTED BY THE AWARD ACCEPTANCE EMAIL.