



Global Integrity
1110 Vermont Ave NW
Suite 500
Washington, DC 20005

RE: ONFI Grant Agreement

Dear Global Integrity:

I am pleased to inform you that Omidyar Network Fund, Inc. (“Grantor”) has approved a grant to Global Integrity (“Grantee”), subject to this letter agreement (“Agreement”). Attachment A, and the Terms and Conditions, are incorporated by reference. Please read Attachment A and the Terms and Conditions carefully, as they contain important additional information regarding the Grant.

GRANT AMOUNT: Sixty Thousand US dollars (\$60,000) (the “Grant”)

GRANT TERM: This Agreement will commence on October 1, 2017 (the “Effective Date”) and continue until the earlier of (i) February 28, 2019 (the “Grant Expiration Date”), or (ii) the date on which Grantee has expended all Grant funds, unless otherwise terminated under this Agreement (the “Grant Term”).

GRANT PURPOSE: A collaboration grant, titled *Global Lessons for US Democracy*, as more fully described in Attachment A (the “Purpose”).

GRANT DISBURSEMENT: The Grant will be disbursed in one payment, with a target payment date of October 15, 2017. The target payment date shall be automatically extended until the date that is one (1) month following the date the Agreement is fully executed. In connection with each disbursement, Grantee shall provide a signed wire transfer request to Grantor in the form provided by Grantor. The Grant will be payable in accordance with the Terms & Conditions.

GRANT REPORTING: Within two (2) months after the Grant Term ends, Grantee will submit to Grantor a Final Report that will include:

- i. a full and complete narrative of Grantee’s activities and use of the Grant (including progress toward the goals described in Attachment A);
- ii. an unaudited statement of income and expenses for the Grant for the entirety of the Grant Term; and
- iii. copies of any publications resulting from the Grant.

GRANT COMMUNICATIONS: Please use following contact information for communications regarding the Grant: Stacy Donohue, sdonohue@omidyar.com.

If this Agreement correctly sets forth Grantee's understanding of the Grant, please indicate your agreement by signing this Agreement, or by completing the electronic confirmation of the Agreement, which constitutes the legal equivalent of your manual signature with the same binding effect, in the manner specified by Grantor. In all events, accepting, depositing, or otherwise negotiating or using a Grant payment will qualify as Grantee's valid acceptance of this Agreement and all the Terms and Conditions referenced therein. Please keep a copy of the Agreement for your files.

On behalf of Omidyar Network, let me extend our best wishes for the success of your efforts.

Sincerely,

Scott Wu
Scott Wu
Head of Investments

Accepted by:

For grant recipient

Global Integrity

Alan Hudson

Signature
Alan Hudson

Name
Executive Director

Title

Date: 10/12/2017

Attachment A

Grant Purpose: Global Lessons for US Democracy

This Grant will contribute to the defense of democratic norms and institutions (ultimate impact) by linking American democracy advocates and journalists with global activists and actors who have rich experiences dealing with closed and closing government (overall objective).

By facilitating conversations and strengthening relationships between these domestic and international groups (activity) and by documenting concrete global experiences with authoritarianism (activity), Grantee and its selected partners hope to help support the *resiliency, efficiency, and effectiveness* of organizations in the American democracy movement (three outcomes).

Grantee will work toward achieving these outcomes by facilitating learning about *strategic global lessons*, establishing a sense of *solidarity and moral support* (helping American actors facing unprecedented challenges realize they are not alone and not the first people to encounter such challenges), and by promoting *coordination* within and across the American democracy movement and select relevant global activists and actors (three sub-objectives).

All activities in this pilot will focus on three themes: *Corruption* (including issues like conflicts of interest and extreme consolidation of wealth and power/oligarchy), *Media and Press Freedoms* (including protections for journalists and the challenge of disinformation and mistrust), and *Elections* (including relatively new challenges such as election monitoring and oversight, the politicization of voting reform, voting rights, and secure digital voting infrastructure).

Proposed Project Budget: \$60,000.00

Budget - September 1, 2017 - March 1, 2019
Proposal: Global Lessons for US Democracy

GLOBAL INTEGRITY

Sept 2017 - March 2019

	<u>Total Project Budget</u>
Income	
Grant	60,000
Total Income	<u>60,000</u>
Expenses	
Global Integrity Personnel Expenses	19,005
Travel and accommodation funds to bring ~4-5 international actors for in person meetings	3,000
Event expenses (refreshments, promotion materials, etc. for 12 session conversation series)	9,277
Re-grant to Sunlight Foundation for staff time on program implementation	20,000
Direct Program Expenses	51,282
Indirect Expenses	8,718
Total Expenses	<u>60,000</u>
	USD

Terms & Conditions

Omidyar Network Fund, Inc. Grant

1. **Grantor Status.** OMIDYAR NETWORK FUND, INC. is a nonprofit corporation organized under the laws of the State of Delaware (“Grantor”). Grantor is organized and operated for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Grantor is classified as a private foundation under Section 509(a) of the Code.

2. **Grantee Status.** The Grantee represents and warrants that it is exempt from income taxes under Section 501(c)(3) of the Code and classified as a public charity under Code Section 509(a)(1), (2) or (3), or is a foreign equivalent of such an organization (a “Foreign Public Charity Equivalent” or “FPCE”). Grantee shall use its best efforts to ensure that it remains classified as such for the duration of the Grant Term.

3. **Grantee’s Use of Grant Funds During Grant Term.** Grantee shall use the Grant only for the Purpose, and shall repay to Grantor any part of the Grant that is used for any purpose other than the Purpose, unless Grantor provides prior written consent for such use.

Grantee is solely responsible for: (a) all activities supported by the Grant, (b) the content of any product or service created with the Grant, and (c) the manner in which such products or services may be disseminated.

4. **Reporting.**

a. **Reporting Obligations.** All reports should be provided to the Grantor contact listed on the signature page to this Agreement, and a copy should be provided to investor@omidyar.com. All reports shall be in writing and signed by an authorized officer, director or trustee of Grantee.

b. **Additional Reports.** In addition, Grantee shall provide additional reports and information as reasonably requested by Grantor from time to time during and after the end of the Grant Term.

5. **Recordkeeping and Accounting.** Grantee shall maintain a complete and accurate record of the Grant received and expenses incurred pursuant to the Grant, and shall conduct such internal audits as are reasonably required to verify full compliance with this Agreement. Grantee shall retain such books and records for at least four (4) years after the end of the Grant Term, and shall permit Grantor to have reasonable access to its files, records and personnel for the purpose of making such financial audits, program evaluations, or verifications concerning the Grant or this Agreement, as Grantor deems necessary.

6. **Lobbying & Re-Grants.**

a. **Lobbying.** If Grantor is making a general operating support Grant, Grantor and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for carrying on propaganda or otherwise attempting to influence legislation within the meaning of Section 4945(d)(1) of the Code (“Lobbying”), even if Grantee’s proposal or other communications between Grantor and Grantee express an intent to

use Grant funds for Lobbying, and (ii) if Grantee decides to use Grant funds for Lobbying it does so completely independent of Grantor. If Grantor is making a restricted project Grant, Grantee represents, warrants and agrees that Grantee will not use any Grant funds for Lobbying.

b. No Earmarking for Re-Grants. This Grant is not earmarked for re-grant to individuals or organizations (collectively, "Re-Grants"). Grantor and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Re-Grants, (ii) there is no agreement, oral or written, whereby Grantor may cause the selection of Re-Grants, and (iii) any use of Grant funds by Grantee for Re-Grants constitutes a decision of Grantee that is controlled by Grantee and made completely independently of Grantor.

7. **Prohibited Uses.** Notwithstanding anything to the contrary in this Agreement or any other documents relating to the Grant, Grantee shall not use any portion of the Grant for any of the following purposes, and shall implement policies and procedures to prevent diversion of the Grant for any of the following purposes:

a. Public Election; Voter Registration Drive. To influence the outcome of any specific election for candidates to public office, or, for a restricted project Grant, to carry on, directly or indirectly, any voter registration drive, within the meaning of Section 4945(d)(2) of the Code;

b. Any Other Purpose. To undertake any activity for any purpose other than a charitable, scientific or educational purpose within the meaning of Section 170(c)(2)(B) of the Code; or

c. Violation; Private Inurement; Inconsistent Action. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Code.

8. **Termination.**

a. Termination for Cause. If Grantor determines, in its sole discretion, that Grantee has failed to comply with or otherwise breached any term or condition of this Agreement (including, without limitation, any reporting requirements), Grantor may, upon written notice to Grantee, withhold further Grant payments to Grantee and/or terminate this Agreement.

b. Effect of Termination; Survival. Upon termination of this Agreement, Grantor may demand the return of all or part of the Grant funds remaining in Grantee's possession or control, and/or the Grant funds spent in violation of this Agreement. In the event of such demand, Grantee shall immediately repay the requested funds to Grantor. Grantor shall have no liability to Grantee as a result of termination of this Agreement in accordance with this Section 9. The rights and obligations of the parties pursuant to Sections 4-10, 12, and 15-26 shall survive the termination, rescission or expiration of this Agreement.

9. **Publications; License.** Upon Grantor's request, any publications, studies, research, or other copyrightable works funded by this Grant shall be made available to the public, and shall include the following acknowledgment: "Supported by a grant from Omidyar Network". Grantee grants and agrees to grant to Grantor an irrevocable, perpetual, royalty-free, nonexclusive license to copy, publish and distribute any publications, studies, research or other copyrightable works funded by this Grant.

10. Publicity.

a. Grantee.

i. Grantor encourages Grantee to refer to Grantor's name when identifying Grantee's donors and supporters in public forums (e.g., speaking events, press interviews, etc.). However, any public announcement of the Grant by Grantee shall be subject to mutual agreement by Grantor and Grantee with respect to the announcement's content, timing and outreach strategy.

ii. Grantee may include Grantor's name and logo in a general list of Grantee's donors and supporters without prior permission, provided that Grantee treats Grantor in the same manner that it treats its other similarly situated donors and supporters, and provided further that Grantee complies with the terms of Grantor's trademark usage guidelines as provided by Grantor from time to time.

iii. Grantee may disclose the Grant as required by IRS requirements such as disclosure in Grantee's Form 990.

iv. Grantee may disclose the Grant as otherwise required by law, provided that Grantee provides Grantor with at least three (3) business days' advance notice of any such disclosure and agrees to cooperate with Grantor to revise such disclosure as reasonably requested by Grantor.

v. Except as otherwise set forth above, Grantee shall use the name or logo of Grantor or its affiliates, or refer or link to Grantor or its affiliates, directly or indirectly, in any press release, professional or trade publication, website, advertisement, or other public document or announcement, only after receiving prior written consent from Grantor for such use, reference, or link. Grantee shall seek such consent at least three (3) business days in advance of Grantee's proposed publicity, and shall provide the content to be approved, as well as the timing and outreach strategy. Grantee shall send all such information to comm@omidyar.com, and shall designate a Grantee point of contact with email address and telephone number for such request and future requests.

b. Grantor. Grantee acknowledges that Grantor shall have the right to disclose the Grant (including amount and description), and use the name and / or logo of Grantee, in any press release, professional or trade publication, website, data set, or other public document or announcement, including without limitation, on Grantor's website, in a general list of Grantor's portfolio companies and supported organizations, in Grantor's information return (Form 990-PF), as part of Grantor's public disclosure in accordance with the International Aid Transparency Initiative (IATI), to industry organizations such as Foundation Center, and as otherwise required by law.

c. Trademarks. Any right granted to Grantor or Grantee to use the other party's logo or any other trademark shall be revocable, non-exclusive and non-transferable, and such party agrees to use such logo or trademark only in accordance with any trademark usage guidelines that the other party may provide from time to time.

11. Control. Grantor and Grantee acknowledge and agree that neither Grantor nor any "disqualified person" with respect to Grantor (within the meaning of Section 4946(a) of the Code) controls the Grantee within the meaning of Section 4942 of the Code.

12. **Indemnity.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, 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 officers, directors, trustees, employees or agents, in applying for or accepting the Grant, in expending or applying the Grant, or in carrying out any program or project funded or financed by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of Grantor, its officers, directors, trustees, employees or agents.

13. **No Pledge.** Neither this Agreement nor any other statement, oral or written, express or implied, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable laws and regulations during the Grant Term, including, without limitation, the following.

a. **Terrorist Activity.** Grantee represents and warrants that (i) Grantee, its affiliates, directors, officers, employees and agents ("Grantee Parties") do not conduct or support, directly or indirectly, terrorist activity of any kind; (ii) Grantee Parties are not associated or engaged in transactions with any individual or entity that they know or have reason to know advocates, plans, sponsors or engages in terrorist activity, and (iii) Grantee Parties are not owned or controlled by, and do not act for or on behalf of, any individual or entity that they know or have reason to know advocates, plans, sponsors or engages in terrorist activity.

b. **Sanctions.**

i. Grantee represents and warrants that Grantee Parties are not (i) listed in the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of Treasury (the "SDN List"), (ii) owned 50% or more or otherwise controlled by, or acting for or on behalf of, an individual or entity listed on the SDN List, or (iii) otherwise the target of economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other U.S. government agency.

ii. Grantee represents and warrants that Grantee Parties are not engaged, directly or indirectly, in transactions with any individual or entity listed on the SDN List or otherwise the target of economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other U.S. government agency.

c. **Anti-Money Laundering.** Grantee represents and warrants that (i) Grantee Parties do not conduct or support, directly or indirectly, money laundering of any kind; (ii) Grantee Parties are not associated or engaged in transactions with any individual or entity that they know or have reason to know engages in money laundering, and (iii) Grantee Parties are not owned or controlled by, and do not act for or on behalf of, any individual or entity that they know or have reason to know engages in money laundering.

d. **Foreign Corrupt Practices.** Grantee represents and warrants that Grantee Parties have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value to any government official or employee, any political party, party official or candidate for political office, or any official or employee of a public international organization, for the purpose of influencing any act or decision of such official or of the government or public international organization to obtain or retain business, or direct business to Grantee.

e. **Ongoing Compliance; Remedies.**

i. Grantee agrees to use its best efforts to ensure that the representations and warranties in this Section remain true and accurate during the Grant Term, and Grantee agrees to promptly notify Grantor if any such representation or warranty ceases to be true and accurate during the Grant Term.

ii. Grantee acknowledges that Grantor is required by U.S. law to ensure that none of Grantor's funds are used directly or indirectly (i) to conduct or support terrorist activity, (ii) to support individuals or entities identified as terrorists, (iii) to support persons or organizations listed on the SDN List or otherwise the target of economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other U.S. government agency, (iv) to conduct or support money laundering, or (v) to make corrupt payments to government officials. Grantee shall use its best efforts to ensure that Grantor's funds are not so used.

iii. To assist Grantor in complying with all applicable laws and regulations, Grantee agrees to provide Grantor such information as Grantor may reasonably request, including without limitation, information about persons or organizations receiving funds from Grantee.

iv. In the event Grantor has reason to believe that a breach of the terms and conditions of this Section has occurred or may occur, Grantor may immediately terminate this Agreement or withhold further payments until it has received confirmation to its satisfaction that no breach has occurred or will occur. In no event shall Grantor be obligated under this Agreement to take any action or omit to take any action that Grantor believes in good faith would cause it to be in violation of any U.S. laws.

15. Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall make no such representation to anyone. Neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to its conflict of laws provisions.

17. Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, whether based on contract, tort, statute or other legal or equitable theory shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its applicable rules then in effect. The arbitration shall be conducted in San Mateo County, California, USA, by a sole arbitrator and the award of the

arbitrator shall be final and binding, and judgment on the award may be entered, confirmed and enforced in any court having jurisdiction thereof. Except as required by judicial process or by law, no party or arbitrator may disclose the existence, contents or results of any arbitration hereunder without the prior written consent of Grantor and Grantee. Subject to reapportionment by the arbitrator, the parties shall share equally in payment of the expenses of the arbitrator and the arbitration. Nothing in this Section shall preclude any party from seeking interim or provisional injunctive relief, including a preliminary injunction, either prior to or during arbitration, if necessary to protect the interests of such party.

18. Notice. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by email, with email confirmation of receipt by the receiving party; (c) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (d) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (e) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to Grantor's address below, or Grantee's address in the address block of the Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section). Grantor's address for notice purposes:

Attention: Legal Department, 1991 Broadway St., Suite 200, Redwood City, CA 94063, USA
Fax: +1 (650) 482-2525
Email: legal@omidyar.com

19. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

20. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect.

21. Assignment; No Third-Party Beneficiaries. Grantee shall not and shall not have the right to assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Grantor. Any purported assignment, sale, transfer, delegation or other disposition by Grantee, except as permitted herein, shall be null and void. Grantor may assign, transfer, delegate or otherwise dispose of this Agreement and any of its rights or obligations of this Agreement without the prior written consent of Grantee. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities.

22. Remedies; Injunctive Relief. Any specific right or remedy provided in this Agreement shall not be exclusive but shall be in addition to all other rights and remedies set forth in this

Agreement and permitted under applicable law. Grantee acknowledges and agrees that there can be no adequate remedy at law for any breach by Grantee of this Agreement, that any such breach may result in irreparable harm to Grantor for which monetary damages would be inadequate to compensate Grantor, and that Grantor shall have the right, in addition to any other rights available under applicable law, to obtain from any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach of, or otherwise to specifically enforce, any covenant or obligation of Grantee under this Agreement, without the necessity of posting any bond or security.

23. Acknowledgment. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by specific reference to the Code. Grantee agrees that if Grantee has any questions about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact its own legal counsel.

24. Captions; Interpretation. All captions and headings in this Agreement are for the purposes of reference and convenience only, and shall not limit or expand the provisions of this Agreement. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party hereto shall be entitled to claim that any provision should be construed against any other party by reason of the fact that it was drafted by one particular party.

25. Counterparts. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

26. Entire Agreement. The letter agreement, any and all Attachments, and these Terms & Conditions (together, the "Agreement"), constitute the entire agreement with respect to the subject matter hereof, and shall supersede any prior or contemporaneous oral or written agreements, understandings or communications or past courses of dealing between Grantor and Grantee with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by duly authorized representatives of both parties.

Grantee's Initials: AT