#### **Current Date**

Dear Principal Investigator and [Authorized Representative],

It is my pleasure to inform you that the JRS Biodiversity Foundation has approved a grant (the "Grant") in the amount of \$ AWARD to the GRANTEE ("Grantee") in support of its work to GRANT TITLE/PURPOSE ("the Grant Project"), as described in the Grantee's proposal and budget attached as Annex A. This letter (the "Grant Agreement") contains the terms and conditions under which the JRS Biodiversity Foundation (the "Foundation") has awarded this grant to you.

Payment of Grant. The Foundation will pay the Grant to the Grantee in [NUMBER] installments during the Grant Period (defined below) unless modified in writing by the Foundation. Each payment is contingent upon (i) the Grantee's progress towards achievement of the Grant Project [and the Milestones (defined below)] as determined in the Foundation's sole discretion and (ii) the timely provision of reports described in this Agreement.

An initial payment will be made upon the receipt of a signed and returned copy of this Grant Agreement and the organization's bank details attached on Annex B so that funds may be wired. This grant is to be used solely for the purposes described by you in your proposal to the Foundation of PROPOSAL DATE (the "Proposal") attached as Annex A. The funds are to be expended over a DURATION-month period beginning START DATE through END DATE ("Grant Period").

The Grant will be paid at approximately six month intervals based on the schedule below pending the receipt of reports using the template assigned by the Foundation and describing the satisfactory progress of the work and the Foundation's acceptance of the report and the accompanying certified financial report.

Payable After	Payment Amount	Contingent Upon
	\$	Return of Signed Grant Agreement
	\$	Receipt of Progress Report #1
	\$	Receipt of Progress Report #2
	\$	Receipt of Progress Report #3
	\$	TOTAL

The following terms and conditions apply to use of the Foundation's funds.

<u>Purpose</u>. Under United States law, the Foundation grant funds, and income earned on those funds, may be spent only for charitable, religious, scientific, literary or educational purposes. This Grant is made only for

## **Board of Trustees**



the purposes stated in this Grant Agreement, and you agree that these funds will be used only for such purposes in accordance with the Proposal budget. Any proposed change to a major budget line item of more than [10% or \$] must be approved in writing by the Foundation in advance. Unspent funds must be returned to the Foundation unless their use is otherwise approved in writing by the Foundation. The Foundation must be notified of any change of the Principal Investigator and any replacement of the Principal Investigator must first be approved by the Foundation before Grant payments are made and before funds can continue to be spent.

<u>Separate Fund.</u> All Foundation money received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this Grant Agreement. Such a fund may be either a (a) physically separate bank account restricted to the described charitable purposes, or (b) separate bookkeeping account - limited to the described charitable purposes - maintained as part of your financial records. All unspent or uncommitted Grant funds must be invested in highly liquid assets (such as an interest-bearing bank account) with the primary objective of preservation of principal so that they remain available for the funding of the Project in the manner described in the Proposal. Any interest or other income generated by the Grant funds, including currency conversion gains, must be applied to the charitable purposes of the Project and incorporated into budgets and reports.

**[Scholarships.** [Required if scholarships are involved]. As described in the Proposal, a portion of the Project funds will be used to provide scholarships for [insert brief description]. You have the exclusive right to select the individuals to whom the scholarships will be given and hereby confirm that the selection process is conducted independently of the Foundation.]

<u>Travel Stipends/Conference Attendance Subsidies.</u> [Required if Travel Stipends are involved]. As described in the Proposal, a portion of the Project funds will be used to enable certain individuals to attend [insert conference/event name]. You have the exclusive right to select the individuals to whom the travel stipends [or conference attendance subsidies] will be given and hereby confirm that the selection process is conducted independently of the Foundation.

Third Party Agents or Vendors of Grantee. [Required if sub-grants and/or subcontracts are involved – if one, but not both, are involved, delete references to inapplicable terms (for example, if only subcontracts are involved, delete all references to sub-grants, including in the clause heading)]. The Proposal indicates that a portion of the Grant funds will be paid to other vendors or entities to assist in the completion of the Project. You acknowledge that the Foundation: (a) does not approve the selection of any third party entities working on the Grant Project; (b) has not earmarked the use of the Grant funds for any other organization or individual involved in the Project; and (c) will not oversee the activities or use of Grant funds by such sub-grantees and/or subcontractors. You remain responsible for ensuring that all third parties use Grant funds consistent with the terms and conditions of this Grant Agreement and the Proposal. Neither you nor such third parties may make any statement or otherwise imply to other donors, investors, media or the general public that the Foundation supports the activities of any such third parties, and you



agree to include the following stipulation in any agreements with such third parties you engage to assist with the Project: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to other donors, investors, media or the general public that you are a direct grantee of the JRS Biodiversity Foundation ("Foundation") and must clearly state that [Grantee Name ("Name")] is the Foundation's grantee and that you are a contractee of [Name], as appropriate."

**Reporting.** Written reports are to be submitted to the Foundation via the appropriate reporting template template as directed by the Foundation at the intervals listed below. (Please note that these guidelines may be updated from time to time, and that the procedures for submitting reports also are subject to change. The Foundation will send an email reminder to the primary contact on the Grant prior to your report due date and will include further instructions to assist in the preparation and submission of the reports). The Foundation will accept reports upon review and confirmation, at the Foundation's sole discretion, that reports are complete, progress is satisfactory, and no amendments to plans and budgets are warranted. Accepted reports are necessary in order to receive the subsequent payment. You also agree to submit such other reports as the Foundation may reasonably request from time to time.

Report Due Date	Report Type	
	Interim Narrative Report & Interim Financial Report	
	Interim Narrative Report & Interim Financial Report	
	Final Narrative Report & Final Financial Report	

Each written report, including the final report, must contain two parts: a narrative and a financial account of what was accomplished via the expenditure of the Foundation's funds during the period as follows:

- A. <u>Narrative Account:</u> The narrative explanation should describe cumulative progress and progress made toward specific milestones during the 6 month reporting period to achieve the goals of the work identified in the Proposal. Narrative reports will not be accepted or reviewed without an accompanying financial report.
- B. <u>Financial Account</u>: The financial report must provide a statement, **in U.S. dollars**, of all expenditures of Foundation funds and any income earned on those funds. The financial statement should include only Foundation funds received and expended during the period covered by the report. The financial statement must be prepared from books and records maintained on a fund-accounting (cash) basis and certified by the responsible financial official of the organization. Only expenditures made in support of the Grant purposes should be charged against the Grant. The grantee will maintain records of these expenditures such that they can be accounted for with ease. The final financial report should identify all expenditures incurred during the complete term of the Grant.



Include with ER grants: If written reports are not submitted to the Foundation, United States law prohibits the Foundation from awarding new grants to your organization or any affiliate organization.

<u>Milestones.</u> Optional if milestones that are listed below are to be specified. Bracketed language is optional. In order for a progress report to be deemed satisfactory, you must demonstrate meaningful progress against the specific agreed-upon milestones as described in the Proposal and/or as set forth below:

Target Date	Milestone/Activity

The foregoing list is not intended to be a complete statement of all milestones that you are required to achieve and you acknowledge that additional milestones may be contained in the Proposal.

Milestones. Optional if milestones shown in an exhibit are to be specified. \*Bracketed language is optional. In order for a progress report to be deemed satisfactory, you must demonstrate meaningful progress against the specific agreed-upon milestones contained in Exhibit [e.g., "A"] to this Grant Agreement. Exhibit [e.g., "A"] is [not] intended to be a complete statement of all milestones that you are required to achieve. [One or more additional milestones may be contained in the Proposal.]

Grant Project Data and Data Sharing. The Grantee acknowledges that it has read and understands the Foundation's data sharing requirements as set forth in the Data Sharing Policy attached as Exhibit A to this Grant Agreement and incorporated herein by reference. The Grantee agrees, as a condition to the Grant, to comply with and fulfill the requirements of the Data Sharing Agreement, including the Grantee's duties concerning the development of work plans, Grant outputs, public announcements and progress reporting. From time to time, in addition to the reports required hereunder, the Foundation may request, and the Grantee agrees to provide, information, statistics and analysis regarding the Grantee and the Grant Project. The Grantee hereby grants to the Foundation a nonexclusive, royalty free, perpetual right and license to use the data, information, statistics and analysis arising from or relating to the Grant Project for the Foundation's charitable purposes.

Record Maintenance and Inspection. The Grantee will maintain for a period of at least four years after the Grant funds have been expended, separate records regarding the receipt and expenditure of Grant funds. Your organization is required to make all books and records available, as may be appropriate, to the Foundation or its designee for inspection at reasonable times. The Foundation may monitor and conduct an evaluation of operations under this Grant, which may include a professional financial audit of the Grant's expenditures and may include a visit by a Foundation agent or representative to observe your organization's Grant project, discuss the Grant Project with your organization's personnel, and review



financial and other records and materials associated with the activities financed by this Grant. Copies of all contracts or agreements with other parties to conduct part of the proposed work will be submitted to the Foundation upon request.

**Evaluation.** The Foundation values research on the impact of programs funded through its initiatives. You agree to assist the Foundation's staff or the Foundation's evaluation contractors by providing documents and data and by participating in interviews during the Grant's performance period and afterwards. Whenever appropriate, the Foundation's evaluator will provide protections and assurances to all participants who provide samples of work and/or comments in interviews. You will have the opportunity to review for factual accuracy and provide us feedback regarding any public reports written about your organization. You agree to collaborate with the Foundation should you receive surveys from time to time that ask questions regarding evaluation of your project or of the Foundation's grant portfolio or strategy.

Recognition of JRS Foundation Funding and Use of Foundation Name and Logo. The receipt of JRS funds to support this project must be recognized and so noted in publications regarding the work accomplished through the Grant including periodicals, website announcements, and other media messages. Such recognition includes, but is not limited to, the instances listed below. Use of the JRS logo is permitted and encouraged for such purposes. By acceptance of this agreement, the Grantee agrees to the terms and conditions of the JRS logo use policy attached here as Exhibit B and to the specific trademark provisions below.

Grantee Marks. As of the date of this Agreement, the Grantee hereby grants the Foundation a limited, non-transferable, non-exclusive license, without the right to sub-license, to use the Grantee's logos, service marks, symbols, trade names and/or trademarks (the "Grantee Marks") in the Foundation's communication, education, promotion and public relations activities in conjunction with the Foundation's description of its sponsorship of the Grant Project, provided that the Foundation obtains the Grantee's prior written approval of the use of the Grantee Marks prior to publishing or distributing any materials. The Foundation will have the right to state its designation as the sponsor of the Grant Project. Notwithstanding the foregoing, the Foundation will not have the right to develop any products, merchandise or services which use any Grantee Mark for public or private sale or other distribution except as otherwise provided herein. The Foundation will use the Grantee Marks only in the exact form, style and type prescribed by the Grantee and will acquire no ownership in the Grantee Marks by virtue of using them. The Foundation further acknowledges that the sole right granted to the Foundation under this Agreement is to use the Grantee Marks solely and specifically in connection with the Grant Project, and for no other purpose whatsoever. All goodwill that arises from their use by the Foundation will inure to the Grantee.

<u>Links to Grantee Website.</u> The Grantee further grants to the Foundation the right to place on any Foundation website links to the Grantee's website.



Foundation Marks. As of the date of this Agreement, the Foundation hereby grants the Grantee a limited, non-transferable, non-exclusive license, without the right to sub-license, to use the Foundation's marks appearing on Annex C (the "Foundation Marks") in its promotion and public relations materials for the sole purpose of promoting the Grant Project, provided that the Grantee obtains the Foundation's prior written approval of the use of the Foundation Marks prior to publishing or distributing any materials. The Grantee will use the Foundation Marks only in the exact form, style and type prescribed by the Foundation and will acquire no ownership in the Foundation Marks by virtue of using them. The Grantee acknowledges the Foundation's exclusive right, title and interest in and to the Foundation Marks and will not, at any time, do or cause to be done any act or thing contesting or impairing such rights, titles and interests. The Grantee further acknowledges that the sole right granted to the Grantee under this Agreement is to use the Foundation Marks solely and specifically in connection with promoting the Grant Project, and for no other purpose whatsoever. All goodwill that arises from the use of the Foundation Marks by the Grantee will inure to the sole benefit of the Foundation.

<u>Retained Rights.</u> The Foundation and the Grantee each retains and reserves the right to use its own trademarks, service marks, logos, names and symbols in the manner that each may have done prior to this Agreement and in any other lawful manner.

Consents. Neither the Foundation nor the Grantee will depart from the approved use of any material without the prior written consent of the party who provided the initial approval. In no event will the Grantee acknowledge the Foundation's sponsorship in any medium unless the acknowledgment has been previously reviewed and approved by the Foundation. Except as specifically provided otherwise in this Agreement, the Grantee will not, without the prior written consent of the Foundation in each instance, (i) use in advertising, publicity, marketing or other promotional materials or activities, the name, trade name, trademark, trade device, service mark or symbol, or any abbreviation, contraction or simulation thereof, of the Foundation, its affiliates, or their respective partners or employees, or (ii) represent, directly or indirectly, that any product or service provided by the Foundation has been approved or endorsed by the Foundation. This provision will survive termination or expiration of this Agreement.

<u>Grantee Website.</u> On the Grant Project's main page on the Grantee's website and any other pages that include information about, or a description of, the Grant Project, the Foundation will be described as the sponsors of the Program. On any pages of the Grantee's website that include information about, or descriptions of, sponsors or supporters of the Grantee, the Foundation will be described as sponsors of the Grantee.

<u>Indemnification.</u> Each party will indemnify and hold harmless the others and its members, directors, officers, employees and agents against any and all fines and penalties, and all claims by or liability to any third party from loss, damage or injury to persons or property based on or arising out of the use of the Foundation Marks or the Grantee Marks, as applicable, so long as such use is in accordance with the terms and conditions of this agreement, or the exercise of the rights granted by each party to the other, including,



but not limited to, warranty claims or other damages, costs and other expenses, including reasonable attorney fees, incurred as part of any such claims. A party's approval of any usage of its trademark, service mark, logo, name or symbol by the other will not affect the right of indemnification provided for in this paragraph. This provision will survive the termination or expiration of this Agreement.

<u>Grant Project Materials.</u> In all Grant Project materials distributed, disseminated or made available to any third party or to the public at large, the Grantee will include a statement on the title page and as part of the acknowledgments that the Grant Project materials are published with the support of the Foundation. Further, the Foundation will be described in a visible location in all Grant Project materials as the sponsors of the Grant Project.

<u>Grant Project Event Materials.</u> On any signs, credit panels or banners displayed at any events related to the Grant Project, the Foundation will be described as the sponsor of the Grant Project as appropriate. The Grantee also agrees to describe the Foundation as the sponsor of the Grant Project in any oral presentation at the beginning of all events related to the Grant Project as appropriate.

Grant Announcements; Public Reports and Use of Foundation Name and Logo. The Foundation will include information on this Grant in our periodic public reports and may make information about this Grant (including any Grant Project data or information, statistics and analysis related to the Grant Project provided to the Foundation by the Grantee under this Agreement) public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. The Foundation requests the opportunity to review and approve press releases, public reports, speeches, newsletters, and other public documents that use the Foundation's name or logo prior to publication. The Grantee agrees to collaborate with the Foundation's requests regarding information, public news, products, and the activities of the Project as well as requests for supporting media such as photographs and logos that may be featured in the Foundation's public communications and to keep the Project's webpage at the Foundation's website up-to-date.

<u>Prohibited Activities.</u> So that the Foundation may comply with the tax laws of the United States, it is understood that Grant funds will not be used for any purposes prohibited in the US Internal Revenue Code (specifically in Section 4945) including activities to:

- A. carry on propaganda, or otherwise to attempt to influence any legislation within the country where you are working, or within the United States;
- B. influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- C. re-grant funds to individuals for travel, study or other similar by such individual, unless such grant satisfies the requirements of IRC 4945(g). For this purpose, payment of reasonable compensation for services or direct travel expense related to carrying out the work of this project is not considered a grant and is an eligible use of Foundation funds.



- D. make any grant to any other organization (other than to public charities or exempt operating foundations); or
- E. undertake any activity for any purpose other than the charitable purposes specified in Section 170(c)(2)(B) of the United States Internal Revenue Code. Further information about this is available on the US Treasury Department website.

Foreign Corrupt Practices Act. The Grantee confirms that they have been advised by the Foundation that the Foundation adheres to a policy that prohibits any actions in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, and the regulations promulgated thereunder. Among other things, this policy forbids all employees and agents of the Foundation as well as the employees and agents of any party with which the Foundation or any of its Affiliates has a contractual relationship, including, without limitation, the Grantee, from offering or promising to transfer, and from transferring or authorizing the transfer of, any money or thing of value to any foreign government official, political party or party official to influence that official in his or her official capacity, either directly or indirectly, to secure an improper advantage in order to assist in obtaining or retaining business for, on behalf of, or with the Foundation or any of its Affiliates or directing business to any other person or entity. As used in this paragraph, the term "foreign official" includes officers or employees of a foreign government, any department or agency of a foreign government, anyone acting in any official capacity on behalf of such government, officers and employees of public international organizations, party officials and political candidates.

Sanctions. The Grantee certifies that it will not engage in any action, including but not limited to the employment of individuals or the provision of goods, services or funds, that would result in a violation by the Grantee of any economic or trade sanction or any other criminal or civil provision imposed by the laws to which the Grantee is subject. Notwithstanding the foregoing, the Grantee also certifies that, in connection with the funds provided to it by the Foundation, the Grantee will not engage in any action, including but not limited to the employment of individuals or the provision of public goods, services or funds, that would result in a violation by the Grantee or the Foundation of any economic or trade sanction or any other criminal or civil provision imposed by the laws of any applicable jurisdiction, including but not limited to the laws of the United States, relating to any lists of designated, blocked or prohibited persons, groups or entities, and any restrictions on transacting business with or otherwise dealing with a particular jurisdiction or the governments, individuals, entities or transactions associated with those jurisdictions as may be included in the sanctions program.

**Return of Unused Funds.** Any Grant funds, and any income earned on those funds, that are not spent or committed for the purposes of the Grant, must be returned to the Foundation. In the event that your organization ceases operations and is dissolved prior to the completion of the work described in your proposal, then any Grant funds, and any income earned on those funds, that are not spent or committed for the purposes of the Grant, must be directed to another charitable organization approved by the Foundation or be returned to the Foundation.



Compliance. The Foundation has the right, at its discretion, to terminate the Grant, and/or to discontinue funding of the Grant Project and this Grant Agreement if the Grantee fails to comply with any term or condition of this Grant Agreement. If the Foundation is not satisfied with the Grantee's progress on the Grant Project or the content of any written report from the Grantee regarding the Grant Project, the Foundation will discuss the reason(s) for such dissatisfaction with the Grantee and, if no resolution satisfactory to the Foundation is reached within a reasonable period of time, the Foundation shall have the right at its discretion to terminate the Grant, and/or discontinue funding the Grant Project. The Foundation may choose to suspend the Grant's activities and all related expenditures until such time as the reasons for dissatisfaction are resolved. Upon termination, if requested by the Foundation, the Grantee agrees to promptly return to the Foundation any unspent and uncommitted Grant funds (as of the date of termination) previously distributed to the Grantee by the Foundation for the Grant Project.

Entire Agreement; Amendment. This Grant Agreement constitutes the parties entire agreement and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of this Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining term or provision. This Grant Agreement may be amended or modified only by a mutual written agreement of the parties. In signing this Grant Agreement, such officer represents that he/she has the authority to sign on the organization's behalf.

<u>Assignment.</u> The Foundation has entered into this Agreement with the Grantee because of the Grantee's expertise with respect to the Program. The Grantee may not assign this Agreement, including assigning, delegating, or subcontracting any of its obligations under it, without the Foundation's prior written consent, which may be withheld in the Foundation's sole discretion. Any assignment in violation of this provision is null and void. The Foundation may assign this Agreement or any rights and obligations under it without the prior written consent of the Grantee.

<u>Waiver/Breach; Severability.</u> A waiver of any breach or term of this Agreement must be in writing. Any waiver of a breach or term will not constitute a waiver of any other breach or term, whether similar or different. If any provision of this Agreement is found to be unenforceable, it will be deleted and the remainder of the Agreement will continue in full force and effect to the fullest extent permitted by law.

<u>Governing Law.</u> This Agreement will be governed in accordance with the laws of the State of [Washington] applicable to agreements made and performed there, without regard to its conflicts of law principles.

<u>Counterparts.</u> This Agreement may be signed in one or more facsimile counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

If this Grant Agreement correctly describes the Grantee's understanding of the terms of this Grant, please sign and return a copy to Don S. Doering, Executive Director at the Foundation. Please keep a copy for your records. If you have questions, please contact ddoering@jrsbiodiversity.org or 206.-419-7049.



On behalf of the Foundation, I would like to extend every good wish for the success of your important work. Sincerely yours,

Don S. Doering Executive Director JRS Biodiversity Foundation

Accepted And Agreed:	This day of, 2015	
Organization Legal Name:		
Signed By (Signature):		
Printed Name:		
Title:		



## **ANNEX A**

## **GRANT PROJECT PROPOSAL AND BUDGET**



### **ANNEX B**

## **PAYMENT INSTRUCTIONS PAGE**

To facilitate receipt of grant funds, please complete the following or attach an equivalent information sheet with funds transfer instructions:

Payment will be made payable to:	
How payment will be made:	[ ] Wired Funds [ ] Mailed check
For wired funds, please attach a separate sheet with wire instructions.	[ ] Instructions attached
For mailed checks, please provide the mailing address.	[ ] Mailing address below
Name:	
Title:	
Organization:	
Mailing Address:	



### **ANNEX C**

## **MARKS**

# **Foundation Marks:**

"The J.R.S. Biodiversity Foundation"

"The JRS Biodiversity Foundation"





#### **AGREEMENT EXHIBIT A**

#### JRS BIODIVERSITY FOUNDATION DATA SHARING POLICY

The JRS Biodiversity Foundation ("Foundation") believes that open access to biodiversity information and knowledge by all stakeholders is essential to the conservation and sustainable use of biodiversity. The Foundation is committed to the principle of free and open access to the results of its grant-funded projects for the benefit of biodiversity conservation, science and society. This principle, held by numerous international bodies, applies to the management of and provision of access to project data, metadata, tools, and the resulting datasets, analyses and publications in digital and print media ("Data"). The Foundation supports fair and equitable sharing of benefits from the utilization of biodiversity Data, but may approve as an exception to its general policy the patenting of grant-funded discoveries when intellectual property protection facilitates the development of products that benefit biodiversity conservation and society, and supports the access to discoveries by people who need them the most. The Foundation requires that the biodiversity informatics output of its grants such as datasets, decision tools, and software is openly and freely available in formats that promote maximum re-use.

This policy is applicable to any projects principally funded by the Foundation or project products made possible by Foundation funding. These projects shall:

- Provide maximally unrestricted public access to and use of all Data, including project data, metadata, tools and project results. Tools include software and other applications developed for data capture, access, sharing, visualization, analysis, modeling, and other uses. Any exceptions must be specifically requested from and approved by the Foundation in advance.
- 2. Provide such access in a timely fashion, i.e., either during the grant period, or, maximally, within one year after the expiration/completion of the grant period. Any exceptions or delays must be specifically requested from and approved by the Foundation in advance.
- 3. Employ, by default, the Creative Commons Zero (CCO) license that permits research products to be freely copied and re-used. The Foundation recognizes that governments and institutions may legally subject different data outputs and research products to different types of licensing and policies (www.creativecommons.org/licenses/).
- 4. Employ established and preferably open-source software applications, community standards, and repositories to manage and provide access to these data and results, and to ensure their long-term availability.
- 5. Acknowledge the sources of data used in research and abide by the terms and conditions under which those original data were obtained.

Therefore, all proposals to the Foundation require,



- 1. Description of a data and metadata management, sharing and access plan that addresses how the project will meet policy requirements 1–5. The Foundation will provide guidance to grantees in developing knowledge-sharing plans and will work with grant-funded projects to foster best practices in fulfilling its policies.
- 2. Evidence that sub-grantees or subcontractors will comply with the project's data management and knowledge-sharing plan.
- 3. Description of goals, milestones and indicators that provide quantitative and qualitative measures of compliance with the five terms of the above policy as well as progress toward and achievement of knowledge sharing plans.

Each grantee covenants and agrees to disclose to the Foundation any of the grantee organization's policies that may conflict with or supersede the Foundation's policy for sharing Data that results from any Foundation-funded proposal prior to executing the Grant Agreement.

Please address questions regarding the Foundation's Data Sharing Policy to Don S. Doering, Executive Director at ddoering@jrsbiodiversity.org or 206-454-7915.

I have read and understood the Foundation's	I have read and understood the Foundation's
Data Sharing Policy:	Data Sharing Policy
•	
Principal Investigator Signature	Organizational Officer Signature
Printed Name	Printed Name
Date	Date
Date	Date



#### AGREEMENT EXHIBIT B

#### COMMUNICATIONS POLICIES STATEMENTS

### Copyright, Trademark and Photo Use Policy

JRS reserves all copyright rights in and to any JRS original works of authorship posted by JRS to the JRS website. All rights in and to such works are reserved to JRS. The content may be reprinted or otherwise reproduced only for noncommercial purposes as long as proper permission and attribution is given. All photographs, illustrations, and artwork appearing in the JRS website are the property of JRS and/or other copyright owners, and may be reproduced or reprinted only with written permission of JRS or the copyright owner.

The JRS name and logos, all custom graphics, and all trademarks and service marks appearing on the JRS website, unless otherwise noted, are trademarks, service marks and/or trade dress of JRS. All other trademarks, service marks, product names, company names, logos, and/or trade dress mentioned, displayed, cited or otherwise included in the JRS website are the property of their respective owners.

All photographs appearing in the JRS website are the property of JRS or other copyright owners ("JRS Photos") as indicated in the captions or metadata associated with the images, and may be reproduced or reprinted only with the prior written permission of the copyright owner. Non-exclusive permission will only be granted by JRS for scholarly, academic, non-profit, or journalistic use of properly credited JRS Photos. JRS Photos may not be sold or used in any way for profit or commercial purposes, including use in commercial or professional websites or printed materials. JRS Photos may not be used to suggest endorsement by JRS of any product or service.

### **JRS Logo Use Policy**

Direct grant recipients of JRS can generally use the JRS name and logo for the sole purpose of acknowledging that grant support, but such use must follow the policies stated herein and is, in any case, governed primarily by the relevant grant agreement. Indirect recipients of JRS support, such as the subgrantees and sub-contractors of JRS grantees, may not use the JRS name or logo without the prior written permission of JRS.

If such used is permitted, JRS's logo can be used to link to the JRS website or to acknowledge JRS assistance or affiliation. JRS's logo shall not be used in a manner that falsely implies employment by or affiliation with JRS and JRS's logo shall not be used to imply endorsement, or to endorse, any product or service. In places where use of the logo itself is not appropriate, JRS recommends using the following language:



For materials where full support is not provided by JRS:

## **Changes to Policies and Effective Date**

It is JRS's policy to post any changes made to JRS's policies on the Terms & Conditions page of the JRS website. If JRS makes material changes to how JRS treats users' personal information, JRS will notify you through a notice on the JRS website home page. These policies were last revised on the date below. You are responsible for periodically visiting the JRS website privacy policy link to check for any changes.

These policies have been updated and are effective as of November 15, 2013. Users of the JRS website should check these policies from time to time for updates and changes.

### **Contact Information**

To ask questions or comment about these policies, contact JRS at: info@jrsbiodiversity.org.