

Current Date

Address Box		
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Dear Project Director and [Authorized Representative],

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

1. **Grant Payment.** 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 Project [and the Milestones (defined below)] as determined in the Foundation’s sole discretion, (ii) the timely provision of reports described in this Agreement, and (iii) the satisfactory response to questions and requests for updated plans and budgets.

An initial payment will be made upon the receipt of a signed and returned copy of this Agreement, the Data Access Policy, and the Grantee’s bank details attached on Annex B. The Grant is to be used solely for the purposes described by you in your Proposal attached as Annex A. The funds are to be expended over a DURATION-month period beginning START DATE through END DATE (the “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.

For the Period	Payable After	Payment Amount	Contingent Upon
		\$	Return of Signed Agreement
		\$	Receipt of Progress Report #1

Board of Trustees

Sandy Andelman, PRESIDENT ■ Baldwyn Torto, VICE PRESIDENT ■ Ellen Martz, TREASURER ■ Allyson Fish, SECRETARY ■ Akiça Bahri ■ Bonnie Cockman ■ Lucy Irungu ■ Leonard Krishtalka ■ Sarah Lynch ■ Ruth Midcalf ■ Guy Midgley ■ Benjamin Rader ■ Don S. Doering, EXECUTIVE DIRECTOR

			\$	Receipt of Progress Report #2
			\$	Receipt of Progress Report #3
			\$	TOTAL

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

2. **Purpose.** 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 the purposes stated in this 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 \$] in a six-month reporting period must be approved in writing by the Foundation in advance.

3. **Separate Fund.** All Foundation money received by the Grantee must be maintained in a separate fund dedicated to the charitable purposes described in this Agreement. Such a fund may be either (a) a physically separate bank account restricted to the described charitable purposes, or (b) a separate bookkeeping account - limited to the described charitable purposes - maintained as part of your financial records. All Grant funds that have not yet been expended or committed for expenditure for the Project 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.

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

5. **Travel and Conference Expenses.** [[Required if Travel Stipends are involved]]. As described in the Proposal, a portion of the Project funds will be used to cover the expenses of attendance at [insert conference/event name]. You have the exclusive right to select the individuals for whom the travel or conference expenses will be reimbursed and hereby confirm that the selection process is conducted independently of the Foundation.

6. **Sub-Grants and Subcontracts.** [[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 Grantee plans to re-grant or pay a portion of the Grant funds to sub-grantees or subcontractors to assist in

the completion of the Project. **[[Include with ER grants:** The Grantee may not re-grant any portion of the Grant funds unless such re-grant is made in compliance with the terms of Section 24 of this Agreement.]] You acknowledge that the Foundation: (a) does not approve the selection of any third-party sub-grantees or subcontractors working on the 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 Agreement and the Proposal. Neither you nor such third parties may make any statement or otherwise imply to other donors, investors, media or the 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 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.”

7. **Change in Principal Investigator.** The Grantee must notify Foundation of any change of the Principal Investigator. Any replacement of the Principal Investigator must first be approved by the Foundation before further Grant payments are made.

8. **Reporting.** Written reports are to be submitted to the Foundation via the appropriate reporting 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 before 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 any necessary amendments to plans and budgets are completed. The Foundation will not make subsequent payments unless and until it has accepted the Grantees report. You also agree to submit such other reports and provide such information as the Foundation may reasonably request from time to time.

If the Grantee’s reports are delinquent, the Foundation may require the Grantee to suspend all activity under the Grant and all spending from Grant funds until the Grantee has provided all delinquent reports to the Foundation, the Foundation has deemed them satisfactory, and the Grantee has put in place administrative procedures satisfactory to the Foundation to ensure timely future reporting.

For the Period	Report Due Date	Report Type
		Interim Narrative & Financial Progress Report
		Interim Narrative & Financial Progress 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. **Narrative Account:** The narrative explanation should describe cumulative progress and progress made toward specific milestones during the six-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. **Financial Account:** 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 officer of the organization. Only expenditures made in support of the Grant purposes may be charged against the Grant. 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.]]

9. **Milestones.** Optional if milestones that are listed below are to be specified. Bracketed language is optional. 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 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 are contained in the Proposal.

10. **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 Agreement and incorporated herein by reference. Concerning data and information developed under this Agreement, 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. The Grantee may require that users of the

Grantee's Data appropriately credit and acknowledge the authorship and source of the Data as a condition to access. From time to time, in addition to the reports required hereunder, the Foundation may request, and the Grantee agrees to provide to the Foundation, information, statistics, and analysis regarding the Grantee and the Project. The Grantee hereby grants to the Foundation a non-exclusive, royalty-free, perpetual right and license to use the data, information, statistics, and analysis arising from or relating to the Project for the Foundation's charitable purposes. The Grantee may require that sensitive financial, operational, human resource, or other business information about the Grantee is kept confidential and is not subject to disclosure except as required by law without its consent in each instance.

11. **Project Training Materials.** The Grantee agrees to share and make publicly accessible online any training materials used in Foundation-funded training events, including events involving the participation of individuals outside of the Grantee's organization. The Grantee agrees to use its best efforts to share and make such materials available online free of restrictions, including the right and license to use such materials on a non-exclusive, royalty-free basis [with appropriate attribution], except to the extent that any use of such materials is otherwise restricted by applicable law, including any copyright restrictions on third-party content included in any such presentations.

12. **Record Maintenance and Inspection.** The Grantee will maintain, for at least four years after the Grant funds have been expended, separate records regarding the receipt and expenditure of Grant funds. The Grantee will maintain records of these expenditures such that they can be accounted for with ease. 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 Project, discuss the 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.

13. **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 afterward. 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 with 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 the evaluation of your Project and of the Foundation's grant portfolio or strategy.

14. **Recognition of JRS Foundation Funding and Use of Foundation Name and Logo.** The Grantee shall recognize the receipt of JRS funds to support the Project in publications regarding the work accomplished through the Grant including periodicals, website announcements, and other media messages unless otherwise requested by the Foundation. Such recognition includes, but is not limited to, the instances listed above. 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.

15. **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 Project, provided that the Grantee obtains the Foundation's prior written approval of the use of the Foundation Marks before 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 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 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.

16. **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 Project, provided that the Foundation obtains the Grantee's prior written approval of the use of the Grantee Marks before publishing or distributing any materials. The Foundation will have the right to state its designation as the sponsor of the 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 using them. The Foundation acknowledges the Grantee's exclusive right, title, and interest in and to the Grantee 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 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 Project, and for no other purpose whatsoever. All goodwill that arises from their use by the Foundation will inure to the Grantee.

17. **Links to Grantee Website.** The Grantee further grants to the Foundation the right to place on any Foundation website links to the Grantee's website.

18. **Retained Rights.** The Foundation and the Grantee each retains and reserves the right to use its trademarks, service marks, logos, names and symbols in the manner that each may have done before this Agreement and in any other lawful manner.

19. **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 the termination or expiration of this Agreement.

20. **Grantee Website.** On the Project's main page on the Grantee's website and any other pages that include information about, or a description of, the Project, the Foundation will be described as the sponsor of the Project. 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 a sponsor of the Grantee.

21. **Project Materials.** In all 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 Project materials are published with the support of the Foundation. Further, the Foundation will be described in a visible location in all Project materials as the sponsor of the Project.

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

23. **Grant Announcements; Public Reports and Use of Foundation Name and Logo.** This provision is subject to the prior approval requirements as specified under the provision on the use of Grantee and Foundation Marks. The Foundation will include information on this Grant in our periodic public reports and may make information about this Grant (including any Project data or information, statistics and analysis related to the 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 comment on press releases, public

reports, speeches, newsletters, and other public documents that use the Foundation's name or logo before 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.

[[Optional for U.S. Public Charity

24. **Grantee's Tax Status.** The Grantee represents that it is:

- A. A tax-exempt organization described in Section 501(c)(3) of the Code that it is not a "private foundation" as defined in Section 509(a) of the Code, or a "Type III supporting organization" as described in Section 509(a)(3)(C) of the Code (other than a "functionally integrated" Type III supporting organization as defined in Section 4943(f)(5)(B) of the Code); that the IRS has not notified it of any intent to revoke its Section 501(c)(3) status or otherwise to modify its tax status; and that Grantee will notify Grantor immediately of any changes in its tax status during the term of the grant; or
- B. A state, a possession of the United States, or any political subdivision of a state or possession, or of the United States or the District of Columbia, within the meaning of Code Section 170(c)(1), or a state college or university described in Section 511(a)(2)(B); or
- C. A foreign government, or any agency or instrumentality of a foreign government, that is not on the current OFAC sanctions list at:
<http://www.ustreas.gov/offices/enforcement/ofac/programs/index.shtml>; or
- D. A public international organization designated by Executive Order under 22 U.S.C. 288 and appearing on the current list at 19 C.F.R. 148.87: <https://www.govregs.com/regulations/19/148.87>.

25. **Prohibited Activities.** No portion of this Grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation. The Grantee represents that the amount of this Grant, together with the amount of any other grants that the Grantee has received from the Foundation for the same Project for the same year, does not exceed the amount of the Grantee's budget for Project activities that are not attempts to influence legislation. The Grantee agrees not to use any portion of the Grant funds to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, to support terrorist acts or organizations that further terrorist activities, or for any non-charitable purpose.

End of Tax Status for U.S. Public Charity]]

26. **Prohibited Activities.** To enable the Foundation to comply with the tax laws of the United States, the Grantee will not use Grant funds for any purposes prohibited in the Section 4945 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Specifically, the Grantee will not use any Grant funds to:

- A. Carry on propaganda, or otherwise to attempt to influence any legislation within the country where the Grantee is working, or within the United States or any other country;
- B. Influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- C. Make any grant to an individual for travel, study or other similar purposes unless such grant is awarded on an objective and non-discriminatory basis under a procedure approved in advance by the U.S. Internal Revenue Service. For this purpose, payment of reasonable compensation for services or direct travel expense related to carrying out the work of the Project is not considered a grant and is an eligible use of Foundation funds;
- D. Make any grant to any other organization, unless such organization is listed in the U.S. Internal Revenue Service Business Master File Extract at <https://www.irs.gov/charities-non-profits/exempt-organizations-business-master-file-extract-eo-bmf> as an organization described in Section 501(c)(3) and either Section 509(a)(1), (a)(2) or (a) (3) of the Code (other than a non-functionally integrated Type III supporting organization described in Section 4942(g)(4)(A)(i) of the Code); or as an exempt operating foundation described in Section 4940(d)(2) of the Code;
- E. Undertake any activity for any purpose other than the charitable, scientific, or educational purposes specified in Section 170(c)(2)(B) of the Code. Further information about this is available at <https://www.irs.gov/charities-non-profits/educational-resources-and-guidance-for-exempt-organizations>; and
- F. Conduct any activities in the U.S. if the Grantee is a foreign entity (i.e., an entity that is not formed in the U.S.), including expenditures in connection with the performance of services or attendance at meetings in the U.S., whether by the Grantee’s personnel or other persons, or for travel to or from the U.S.

27. **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.

28. **Sanctions.** The Grantee certifies that it will not knowingly 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 knowingly 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.

29. **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. If your organization ceases operations and is dissolved before 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 in writing by the Foundation or be returned to the Foundation.

30. **Compliance and Right to Terminate.** The Foundation has the right, at its discretion, to terminate the Grant, and or to discontinue funding of the Project if the Grantee fails to comply with any material term or condition of this Agreement. If the Foundation is not satisfied with the Grantee's progress on the Project or the content of any written report from the Grantee regarding the 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, the Foundation shall have the right at its discretion to terminate the Grant, and or discontinue funding the Project. The Foundation may choose to suspend the Grant's activities and all related expenditures until the reasons for dissatisfaction are resolved. Upon termination of the Grant, the Grantee agrees to promptly return any unspent and uncommitted Grant funds (as of the date of termination) to the Foundation previously distributed to the Grantee by the Foundation for the Project, and any income on those funds.

31. **Entire Agreement, Amendment and Authority.** This 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 Agreement may be amended or modified only by a written agreement executed by both of the parties. This Agreement must be signed by an officer of the Grantee. In signing this Agreement, such officer represents that he/she has the authority to sign on the Grantee's behalf.

32. **Assignment.** The Foundation has entered into this Agreement with the Grantee because of the Grantee's expertise with respect to the Project. 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. The Grantee may subcontract for specific services to be performed for the Grantee in connection with the Project, consistent with Section 6, above, but all obligations under this Agreement shall remain those of the Grantee. 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.

33. **Waiver of Breach and Severability.** 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.

34. **Choice of Law.** This Agreement shall be construed under, and governed by, the laws of the State of Washington in the United States, without giving effect to its conflict of laws principles. The Parties agree to bring any legal proceedings arising under this Agreement exclusively in a court of competent jurisdiction within King County in the State of Washington and to submit to the jurisdiction of such court for purposes of any such proceedings.

35. **Counterparts.** 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 the same instrument.

If this 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 dndoering@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 _____, 2019

Organization Legal Name: _____

Signed By (Signature): _____

Printed Name: _____

Officer Title: _____

ANNEX A

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:	<input type="checkbox"/> Wired Funds <input type="checkbox"/> Mailed check
For wired funds, please attach a separate sheet with wire instructions.	<input type="checkbox"/> Instructions attached
For mailed checks, please provide the mailing address.	<input type="checkbox"/> 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 applies to any projects principally funded by the Foundation or project products made possible by Foundation funding. These projects shall:

1. 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 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 requested from and approved by the Foundation in advance.
3. Employ, by default, the Creative Commons Zero (CC0) 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 before executing the 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 Data Sharing Policy.	I have read and understood the Foundation’s Data Sharing Policy.
Principal Investigator Signature	Organizational Officer Signature
Printed Name	Printed Name
Date	Date

AGREEMENT EXHIBIT B

COMMUNICATIONS POLICIES STATEMENTS

Copyright, Trademark, and Photo Use Policy

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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.