

**CELO COMMUNITY FUND
GRANT AGREEMENT**

**BETWEEN CELO COMMUNITY FUND
AND**

**[INSERT NAME OF ORGANIZATION OR INDIVIDUAL]
FOR
[INSERT PROJECT TITLE]**

THIS GRANT AGREEMENT (Agreement) is made this **Xth** day of **Month**, 2021, by and between Celo Community Fund, Inc. (“CCF”), a Delaware corporation, and **[Insert Name of Organization or Individual]**, located at **[Insert Address]**, hereinafter referred to as a Grantee. CCF and Grantee are hereinafter collectively referred to as the “Parties.”

RECITALS

The following recitals are a substantive part of this Agreement:

The Board of Directors of CCF have been designated funds from the Celo community and allocates funds such funds in order to further the use and infrastructure of the Celo Network.

On April 9, 2021, CCF issued a call for projects from individuals and organizations to be used in the development of projects in the Celo ecosystem to create on/off ramps, community tools, research, and education.

On **[Insert Date]**, CCF approved a list of projects for its competitive grant cycle, and one of those projects is the subject of this Agreement. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Grantee’s Project is funded with **[Insert Dollar Amount]** of Celo community funds.

The purpose of this Agreement is to establish the terms and conditions for CCF to provide Grantee with funding to implement the Project.

Although CCF will be providing financial assistance to Grantee to support the Project, CCF will not take an active role or retain substantial control of the Project.

I. GRANT AWARD

- a. The total amount payable to Grantee pursuant to this Agreement by CCF shall be the proportion of actual Project costs allocated to grant funding in the Approved Project Budget and shall not exceed the grant award of **[Insert Dollar Amount]**.
- b. It is agreed and understood that this Agreement fund limit is a ceiling, and that CCF will only

reimburse the allowable cost of services actually rendered as authorized by CCF at or below that fund limitation established herein.

II. APPROVED PROJECT BUDGET

Except to the extent that CCF determines otherwise in writing, the Grantee agrees as follows: The Grantee and CCF have agreed to a Project budget that is designated the “Approved Project Budget.” The Grantee and/or third-party contractor(s) will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items does not increase the total amount of the funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies.

III. PROJECT MANAGER(S)

The following individual(s) shall serve as Project Managers:

1. [Insert Name].

Should the Project Manager change, notice should be immediately provided to CCF.

IV. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the Parties at their respective addresses. All notices, demands, requests, and replies required or permitted by this Agreement shall be in writing and shall be deemed given when delivered in person or sent first class mail, postage pre-paid, or US Registered Mail, or electronic mail, addressed as follows:

Celo Community Fund, Inc.
25 Capra Way, #202
San Francisco, CA 94123
info@celocommunityfund.org

Grantee Individual or Organization Name

[Insert Address]
[Insert Address]
[Insert Email Address]

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

V. PROJECT IMPLEMENTATION

- a. **General.** The Grantee agrees to carry out the Project as follows:
 - i. Project Description. Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
 - ii. Effective Date. The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake

Project work promptly after receiving notice to proceed from CCF.

- iii. Grantee's Capacity. The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee.
 - iv. Project Schedule. The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A.
 - v. Project Implementation and Oversight. Grantee agrees to comply with any Project implementation and oversight requirements provided by CCF.
 - vi. Changes to Project's Scope of Work. This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work (included in Attachment A). Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify CCF in writing. CCF will then determine whether the Project is still consistent with the overall objectives of the Grant program, and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. CCF reserves the right to have grant funding withheld from Grantee, or refunded to CCF, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.
- b. **Application of Laws**. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify CCF immediately in writing. Should this occur, CCF and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.
- c. **Changes in Project Performance**. The Grantee agrees to notify CCF immediately, in writing, of any change in law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement. The Grantee also agrees to notify CCF immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect CCF's interests in the Project; and agrees to inform CCF, also in writing, before naming CCF as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to CCF.
- d. **Standard of Care**. Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval of CCF is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee.

VI. METHOD OF GRANT AWARD

The method of payment for the Grant award in this Agreement will be as follows:

Paid to CELO wallet address: [Address]

VII. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

- a. Project Accounts.** Grantee agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to CCF upon request and, to the extent feasible, kept separate from documents not related to the Project.
- b. Reports.** The Grantee agrees to submit to CCF all reports required by law and regulation, policy, this Agreement, and any other reports CCF may specify. CCF reserves the right to specify that records be submitted in particular formats.
- c. Record Retention.** During the course of the Project and for three (3) years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as CCF may require. All communications and information provided to CCF become the property of CCF, but documents will be subject to confidentiality to the extent permitted by law.

VIII. PROJECT COMPLETION AND USE

- a. Project Completion.** Within ninety (90) calendar days following Project completion or termination by CCF, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by CCF with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.
- b. Project Use.** Grantee was awarded this Agreement based on representations in its Grant application regarding the Project's intended use. CCF may require Grantee to refund Grant funding provided for the Project in the event Grantee fails to use the Project for its intended purposes as stated in the Grant application or for any disallowed costs.

IX. TIMELY PROGRESS; TERMINATION

- a.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule.
- b.** In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the CCF Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by CCF of a project delivery schedule or date, or any rights or remedies provided by this Agreement.
- c.** Grantee agrees that CCF, at its sole discretion, may suspend or terminate all or any part of the Grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement, or if CCF determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of Grant funding for the Project.

- d. In general, termination of Grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, CCF determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, CCF reserves the right to require the Grantee to refund to CCF the entire amount of Grant funding provided for the Project or any lesser amount as CCF may determine.
- e. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and CCF may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at CCF's discretion.

X. INDEMNIFICATION

- a. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold CCF and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of CCF, its Board of Directors, agents, officers, or employees.
- b. **Intellectual Property.** Upon request by CCF, the Grantee agrees to indemnify, save, and hold harmless CCF and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify CCF for any such liability caused solely by the wrongful acts of CCF employees or agents.

XI. DISPUTE RESOLUTION

- a. **Informal Conciliation.** In the event of a dispute arising out of this Agreement, the Parties agree to provide notice to the other as to the act giving rise to the dispute within five (5) business days in attempt to resolve the matter informally and amicably.
- b. **Mediation.** In the event that the Parties fail to reach an informal agreement, then the Parties shall attempt to resolve the matter by agreeing to mediate before a neutral mediator in San Francisco, California. The Parties shall work together on choosing a mediator. The Parties agree to split associated costs and agree to conduct mediation within a reasonable time and no later than thirty (30) days from the date of the action giving rise to the dispute.
- c. **Attorneys' Fees and Costs.** The Parties agree that should any litigation be instituted by either party regarding the terms of this Agreement, the prevailing party shall be entitled to recover all its expenses related to such litigation including, but not limited to, reasonable attorneys' fees and costs, both

before and after judgment (including at the appellate level).

- d. Class Action Waiver. Any proceeding to resolve any dispute in any forum under this Agreement shall be conducted on an individual basis. No party to this Agreement will seek to have any dispute heard as a class action under any circumstances. No separate proceedings shall be combined except with prior written consent of all affected Parties.
- e. Waiver of Jury Trial. Each party hereby waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement, or the subject matter hereof. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter herein, including contract claims, tort claims (including negligence), breach of duty claims, and all other common law and statutory claims. This section has been fully discussed by each of the Parties hereto and these provisions will not be subject to any exceptions. Each party hereto hereby further represents and warrants that such party has had the opportunity to review this waiver with its legal counsel, and that such party knowingly and voluntarily waives its jury trial rights following any such consultation with legal counsel.

XII. MISCELLANEOUS

- a. Changes. CCF may, in its sole discretion, alter, or update the terms of this Agreement without notice to Grantee. CCF reserves to terminate this Agreement if Grantee refuses to follow the terms of this Agreement following any such modification.
- b. Governing Law, Jurisdiction, and Venue. This Agreement, including any addenda and other CCF policies, shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles. The Parties voluntarily consent to the jurisdiction of all Federal and State Courts in the State of California. The Parties further agree and consent that venue of any action hereunder shall be undertaken exclusively in the County of San Francisco, State of California.
- c. Nature of Relationship. Each Party is an independent contractor to the other and has no authority to act on behalf of or bind the other, and this Agreement does not create any other relationship (e.g., employment, partnership, agency, or franchise). All rights and remedies under this Agreement are cumulative. No waiver of any breach will waive any other breach, and only written waivers are effective. Nothing in this Agreement shall be construed as creating any type of fiduciary or agency relationship or partnership or joint venture between the Parties. CCF and Grantee agree not to misrepresent the nature of the relationship between the Parties to others.
- d. Entire Agreement. This Agreement, including all addenda, constitutes the entire agreement between the Parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- e. Severability. To the extent that any provision herein is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
- f. Assignability. Grantee shall not assign its rights or obligations under this Agreement without the express written consent of CCF. Any purported assignment of this Agreement in contravention of this section shall be considered as a material breach of this Agreement. In the event that Grantee assigns its right and obligations under, CCF shall be permitted to immediately terminate this Agreement. Notwithstanding the foregoing, CCF reserves the right to assign its right and obligations under this

Agreement.

- g. Force Majeure. No failure or omission by either party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement on account of force majeure, which shall include any event beyond the control of CCF or Grantee, as the case may be, including acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, health pandemic, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the Parties being able to develop an alternative satisfactory arrangement, then either party has the option of terminating this Agreement.
- h. Compliance with Laws. Grantee hereby represents and warrants that at all times Grantee has conducted and will continue to conduct their operations in accordance with all applicable laws.
- i. Export Compliance. The Project Deliverables Grantee makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Deliverables nor Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently, the Crimea region, Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or governmental regulation.
- j. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- k. No Waiver of Breach. CCF'S failure to enforce any provision of this Agreement will not be construed as a waiver of any such provision, nor prevent CCF thereafter from enforcing the provision or any other provision of this Agreement. The rights granted to the Parties are cumulative, and the election of one will not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.
- l. Interpretation. The headings contained in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties negotiated the terms herein. This Agreement shall not be interpreted more strictly against either party merely because that party drafted it.
- m. Counterparts; Signatures. This Agreement, and any agreed modifications, may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed one and the same agreement, binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart. Signatures of any party transmitted by facsimile or electronic mail (including, but not limited to, electronic mailing of a so-called portable document format or "pdf" of a scanned counterpart) shall be treated as and deemed to be original signatures for all purposes, and will have the same binding effect as if they were original, signed instruments delivered in person.

By signing this Agreement, Grantee represents that they have the proper authority execute this Agreement on behalf of any individual or organization listed as a Grantee and will incur the obligations described in this Agreement on behalf of such company.

GRANTEE

Signature:

Print Name:

Date:

CELO COMMUNITY FUND, INC.

Signature:

Print Name:

Date:

ATTACHMENT A

Scope of Work, Schedule, and Approved Project Budget

Basic Project and Team Information

[Insert Description]

Project Description

[Insert Description]

Objectives & Key Results

[Insert Description]

Project Schedule

25% completion of the key results (Expected date of completion: [DATE])

-

50% completion of the key results (Expected date of completion: [DATE])

-

75% completion of the key results (Expected date of completion: [DATE])

-

100% completion of the key results (Expected date of completion: [DATE])

-

Approved Project Budget

[Insert Description]

Payment Schedule

[Insert Description]