

THE WILLIAM AND FLORA HEWLETT FOUNDATION

Office of the President

April 9, 2020

Mr. Derek Thorne
Integrity Action
100 Weston Street, 12.1.2
The Leathermarket
London SE1 3ER
United Kingdom

Reference: Grant #2020-1552

Dear Mr. Thorne:

I am pleased to inform you that The William and Flora Hewlett Foundation (the “Foundation”) has authorized a grant of \$25,000 over eighteen months to Integrity Action (“Grantee”) for fundraising strategy development. The grant will be paid in one installment. This grant is for fundraising strategy development.

In order for the Foundation to make payment, Grantee must accept the terms of the grant as set forth in the following paragraphs. The terms of this award letter constitute the entire agreement between the Foundation and the Grantee and supersede any prior oral or written understandings or communications between them. Please note that the Foundation reserves the right to cancel this grant if a signed copy of this Agreement is not received by the Foundation within 60 days of the date first written above.

Tax Status. Grantee represents that it is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code, or is an equivalent, and that it is not a “private foundation” as defined in Code Section 509(a), or a “Type III” supporting organization as described in Code Section 509(a)(3)(C), (other than a “functionally integrated” Type III supporting organization as defined in Code Section 4943(f)(5)(B)).

Use of Grant Funds. Grantee agrees that the grant funds will be used exclusively for charitable purposes as described in Section 501(c)(3) or Section 170(c)(1) of the Internal Revenue Code, and only in support of the activities described in Grantee's proposal of March 31, 2020 and the budget attached thereto. Funds not used during the term of the grant (April 14, 2020 to October 14, 2021) must be returned to the Foundation unless an extension is approved at Grantee's request and in the Foundation's discretion.

Grantee agrees to repay to the Foundation any portion of the grant funds expended in violation of this Agreement.

Prohibited Use of Funds. Grantee agrees to not use any portion of the grant funds to any extent for any of the following:

- a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code;
or
- b. For any non-charitable purposes.

Limitations on Lobbying Activity. Grantee attests that the lobbying amount shown on the project budget is a good faith estimate of the lobbying expenses expected to be incurred in connection with the activities described in its proposal. Grantee represents that the amount of this grant, together with the amount of any other grants that Grantee has received from the Foundation for the same project for the same year does not exceed the amount of Grantee's budget for project activities that are not attempts to influence legislation.

Grantee acknowledges that the Foundation has not designated or earmarked any part of the grant funds for the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Grantee nor the Foundation has entered into any agreement, oral or written, to the contrary.

Please note that in the event Grantee uses any of the grant funds to influence governmental action in ways permissible under the Internal Revenue Code and the terms of this Agreement, Grantee may have lobby reporting or other disclosure requirements under the laws of a particular state or other jurisdiction; note further, that state law may include influencing state administrative agencies within the definition of lobbying. Grantee acknowledges that Grantee is solely responsible for complying with any and all applicable lobby reporting or other disclosures.

Human Subject Research. Safeguarding the rights and welfare of human subjects involved in research is principally the responsibility of the Grantee. However, while the Foundation does not micromanage or seek to interfere in the implementation of grants, Grantees conducting human subject research must have appropriate standards to ensure compliance with generally accepted research ethics. If grant funds will be used in whole or in part for research involving human subjects, Grantee represents that it has such rules and review processes in place and that these rules and processes will be followed. (Such processes may include: obtaining and maintaining institutional review board (or a research ethics review committee) approval, and informed consent of participating research subjects.) Grantee agrees that any subgrant or subcontract awarded by Grantee in its performance of the activities under this grant shall include similar rules and processes in regards to human subject research.

Grantee Control of Funds. Grantee acknowledges that there is no agreement, oral or written, whereby the Foundation has designated or earmarked any part of the grant funds for any specific named organization or individual. Furthermore, Grantee retains full authority and control over the selection process of any re-grants contemplated under the proposal. Specifically, any re-grants will be approved by the Grantee’s Board of Directors or its designee. The Foundation may not select re-grantees.

Reporting. Grantee agrees to submit a narrative and financial report on use of the grant funds during the grant period. Reports should be submitted according to the following schedule:

Reporting requirements	Due date
Final Reports	11/14/2021

For your convenience, please see “Reporting Requirements” enclosed with this letter for further instructions on preparing these reports. *Please use the grant reference number located on the first page of this letter in all reports and correspondence.*

Grant Payment. The Foundation’s disbursement of payments is contingent upon the Foundation’s determination, in its sole discretion, that satisfactory performance of the grant purpose has occurred and is likely to continue to occur. Funding may be modified or discontinued, and any unspent grant funds must be repaid, if at any time the Foundation determines that the conditions of this Agreement are not being met or that satisfactory performance has not occurred.

Payment will be made as follows, subject to the contingencies provided in this grant agreement letter:

Projected date	Amount	Contingency
Within 30 days of receipt of signed letter agreement	\$25,000	Receipt of signed grant agreement letter

Grant Conditions (Financial Accounting Treatment Only). While grant funds are restricted and intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular, measurable goal or metric, unless that condition is specifically identified in the space below:

Projected date of payment	Amount	Financial accounting condition
Not Applicable	Not Applicable	Not Applicable

Compliance with Laws; Government Officials. Grantee represents to the Foundation that Grantee is legally authorized to enter into this Agreement and that Grantee has complied with and will continue to comply with all applicable local, state, federal and international laws or requirements, including laws governing contacts with government officials (e.g., anti-bribery laws such as the Foreign Corrupt Practices Act) and anti-terrorism laws and sanctions, in connection with the performance of the activities under this grant.

Grantee further represents, except as otherwise set forth in this Agreement, that there is no agreement, written or oral, between the Foundation and the Grantee whereby the Foundation may direct the activities of the Grantee, including, if applicable, causing the selection of any government official to attend or participate in any event or activity of the Grantee. The Grantee exercises control over that selection process and makes the selection completely independent of the Foundation. Grantee acknowledges that the Foundation is relying upon the representations made by the Grantee in this section in determining that there is no legal impediment to the Foundation's making a grant to the Grantee.

Anti-Terrorism. You will not use funds provided under this Grant Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, and the Crimea Region of Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion. Further, you represent that Grantee is not the target of economic or trade sanctions, and Grantee will immediately inform the Foundation if Grantee becomes the target of economic or trade sanctions, including any ownership or control of Grantee by one or more persons on the List of Specially Designated Nationals.

Notification. Grantee agrees to notify the Foundation promptly of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, and changes in the project timing or goals. Any such notification shall be provided in writing, which may be by electronic mail to the Program Officer or other Foundation representative responsible for overseeing this grant.

Evaluation. The Foundation may choose to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually or as part of a broader Foundation strategy. Grantee agrees to cooperate in the Evaluation and provide such information to the

Foundation or its representatives as is reasonably requested.

Grantee further agrees that the Foundation can disseminate to the public the results of the Evaluation, including any data created in connection with the Evaluation. In such cases, the Foundation agrees to first share the results of the Evaluation with the Grantee and provide an opportunity for the Grantee to comment.

Grant Disclosure and Acknowledgement. The Foundation supports transparency and will disclose its grants as required by law and through its own digital content, principally its website (www.hewlett.org) and automated feeds to other data sources in the foundation sector. This data generally includes grantee name, grant amount, duration, award date and purpose. No additional permission from the Foundation is required for a grantee to share this information. The Foundation encourages, but does not require, grantees to include the Foundation in lists of funders and annual reports as a matter of transparency and accountability. Similarly, the Foundation encourages, but does not require, that Grantees that use our funds specifically for nonpartisan research and analysis should disclose us as a funder, as a matter of sound research practice. When it serves an organization's charitable goals and strategies, grantees are also welcome to acknowledge the Foundation's support in other ways. To ensure that the Foundation's grantmaking programs are portrayed accurately, any other use of the Foundation's brand, such as its name, logo or names of its staffers, in cases including but not limited to titles of programs, research reports, paid advertisements, press releases, in meeting materials and digital content, must be reviewed and preapproved by the Foundation. Grantees receiving project support should acknowledge Foundation support only in relation to the relevant project being funded. All requests for approval should be directed to the appropriate [Communications Officer](#). (<http://www.hewlett.org/communicating-about-your-grant/>) The Communications Department endeavors to review and respond to requests within five business days.

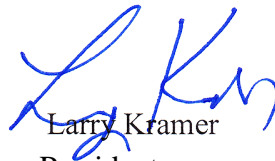
Upon the expiration of this Agreement (including any Foundation-approved extensions) or the termination of this Agreement, or at the request of the Foundation at any time, Grantee shall promptly discontinue the use of the Foundation's name and logo in electronic materials and shall discontinue use within a reasonable period of time for printed materials. All uses beyond this period must be pre-approved in writing by the Foundation, which may be granted or withheld in the sole and absolute discretion of the Foundation.

Signature. Please have a corporate officer authorized to sign on behalf of the Grantee **sign and return** a copy of this grant agreement letter in its entirety to the Foundation to indicate the Grantee's acceptance of the terms of the grant. Grantee will return a signed copy of the entire grant agreement letter to the Foundation electronically by emailing a scanned copy to grantagreements@hewlett.org, which will ensure faster processing of your grant payment. Delivery of an executed signature page of this grant agreement by electronic mail in portable document format (PDF) will be effective as delivery of a manually-executed signature page

of the grant agreement. Alternatively, Grantee may return an original signed copy of the grant agreement letter by mail to the Foundation's offices at 2121 Sand Hill Road, Menlo Park, CA 94025, Attention: Grants Management. For grant agreement letters submitted by email, the Grantee agrees to provide the original signed copy to the Foundation at the Foundation's request. This grant agreement may be executed by Grantee and the Foundation in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

Foundation Contact. Should you have any questions related to this grant, please contact Patricia Scheid, Program Officer or Sarah Settle, Program Associate for Global Development and Population. We are pleased to be able to assist you.

Sincerely,



Larry Kramer
President

LK
Enclosures

ACCEPTANCE: On behalf of Integrity Action, I hereby accept and agree to be legally bound by the terms of the grant as set forth herein.

Date: 16 - 04 - 2020 *By:* Derek Thorne *Title:* Head of Programme Development

