



RODDENBERRY FOUNDATION

THE RODDENBERRY FOUNDATION

FELLOWSHIP GRANT AGREEMENT

This Roddenberry Fellowship Grant Agreement (this “Agreement”) is entered into between The Roddenberry Foundation (“Grantor”) and [name of individual] (“Grantee”) at [mailing address].

RECITALS

A. Grantee submitted an application to receive a Roddenberry Fellowship grant sponsored by Grantor. Grantee will use the Roddenberry Foundation’s Grant of \$50,000 in support of [project name] to achieve the following Measurable Outcomes:

- [Outcome 1]
- [Outcome 2]

B. Grantor is a private foundation within the meaning of Internal Revenue Code Section 509(a) and Grantor has selected Grantee as one of the recipients of a Roddenberry Fellowship grant on [date].

AGREEMENT

1. PURPOSE. Grantee agrees to use the Grant funds only for the purpose of developing and implementing the Idea, in accordance with Grantee’s application for the Grant, attached hereto as Exhibit A. Grantee further agrees to use the funds only for charitable purposes as described in Section 170(c)(2)(B) of the Internal Revenue Code of 1986 (the “Code”), or any successor provision thereto, and equivalent provisions of applicable state law, and not to use the funds in violation of the provisions of the Code governing grantees of private foundations.

2. FUND RAISING. No funds awarded through this Grant are to be shared with or used to pay fees or wages for the services of fund raising or consulting firms.

3. EVALUATION. Grantor may, at its expense, conduct an evaluation of operations under this Grant, which may include visits by representatives of Grantor to observe Grantee’s program procedures and operations and to discuss the Grant with Grantee.

4. ACCOUNTING AND FINANCIAL REVIEW. A complete and accurate record of the funds received and expenses incurred under this Grant must be maintained by Grantee and submitted to Grantor in accordance with the Report Schedule described in Paragraph 8 below.

5. REQUIREMENTS ON USE OF FUNDS. Notwithstanding any other provision of this Agreement, Grantee will comply with the following requirements:

- (a) To repay any portion of the amount granted to Grantor that is not used for the purposes described in this Agreement;
- (b) To submit full and complete reports to Grantor as described herein;
- (c) To maintain records of receipts and expenditures and to make its records available to Grantor at reasonable times; and
- (d) Not to use any of the funds:
 - (i) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Code Section 4945(d)(1));
 - (ii) To influence the outcome of any specific public election, or to carry on directly or indirectly, any voter registration drive (within the meaning of Code Section 4945(d)(2)); or
 - (iii) To undertake any activity for any purpose other than one specified in Code Section 170(c)(2)(B).

Grantee's compliance with the foregoing requirements shall be a condition precedent to the disbursement of any funds under this Agreement.

7. ADDITIONAL SUPPORT. By making this Grant, Grantor assumes no obligation to provide other or additional support for Grantee. This Grant is not to be construed as establishing a precedent for further support of Grantee.

8. REPORTING. Grantor shall furnish to Grantee a Report Template via email two weeks before the report is due. Grantor requires quarterly reports and financial narrative explaining how grant funds were used, to be completed no later than 12 (twelve) months after the date of this Agreement. The final report should describe Grantee's accomplishments with respect to the Grant and a complete financial accounting of the Grant.

9. FAILURE TO PERFORM. Grantee recognizes and agrees that in the event that any of the terms of this Agreement were not performed in accordance with their specific terms or were otherwise breached, immediate irreparable injury would be caused. It is accordingly agreed that in the event of a failure by Grantee to perform its obligations hereunder, at its sole election, Grantor will be entitled to either (i) a return of up to the entire Grant amount, or (ii) specific performance through injunctive relief to prevent breaches of the terms of this

Agreement. Any failure by Grantee to perform its obligations hereunder may also cause Grantee to lose its eligibility to apply for any further funding from Grantor, whether under the Roddenberry Fellowship program or any other program.

10. REVERSION OF GRANT. All or any portion of the Grant shall be returned to Grantor in the event such portion of the Grant is not expended or committed for the purposes authorized by Grantor. By written instrument only, Grantor may, upon written request from Grantee, authorize a modification in the disbursement of funds.

11. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire agreement between Grantor and Grantee. This Agreement may be modified only by written agreement of Grantor and Grantee.

12. APPLICABLE LAW. The Agreement will be construed and governed by the laws of the State of California.

13. TAXES. Grant funds are taxable income and Grantor will report the disbursement of the Grant to the Internal Revenue Service. Grantees will be required to provide Social Security Numbers (in the case of individuals) or Employer Identification Numbers (in the case of entities). In the case of teams, Grantor will require Social Security Numbers from all team members, each to whom an equal portion of the Grant amount will be reported. Grantee is advised to consult with a tax advisor regarding the reporting and taxes related to receipt of the Grant.

14. BINDING AGREEMENT. This Agreement shall be binding and conclusive on the parties and their respective successors in interest and assigns.

15. COUNTERPARTS. This Agreement may be executed in counterparts. All executed counterparts shall constitute one instrument. Any counterpart that has attached to it separate signature pages, which together contain the signatures of all persons signing this Agreement, shall for all purposes be deemed a fully executed instrument.

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR:

GRANTEE:

THE RODDENBERRY FOUNDATION

[Name of individual]

By: _____
Lior Ipp, Chief Executive Officer

By: _____
[name & position/title]

Date: _____

Date: _____