

April 29, 2024

Andrea Matrosovs
Mayor
Town of the Blue Mountains
32 Mill Street, Box 310
Town of the Blue Mountains, ON N0H 2P0
Canada

GRANT AGREEMENT

GRANTEE:	Town of the Blue Mountains
SPONSORED PROJECT:	Youth Climate Action Fund
AMOUNT OF GRANT:	\$ 50,000
GRANT PERIOD:	04/01/2024–12/31/2024
GRANT ID #:	G-24-2140753

Dear Andrea Matrosovs:

We are pleased to inform you that Rockefeller Philanthropy Advisors (“RPA”) on behalf of its sponsored project, the Youth Climate Action Fund (the “Project”), has approved a grant in the amount of \$ 50,000 (the “Grant”) to Town of the Blue Mountains (the “Grantee”). The Grant term is from 04/01/2024–12/31/2024 (the “Grant Term”).

The Grant is for the following charitable purpose: To administer a microgrant program that engages youth aged 15 to 24 in designing, producing, and overseeing urgent climate solutions. The Grantee will:

- Establish the city’s Youth Climate Action Fund program team.
- Create a microgrant application process to identify, select, and fund youth-led climate projects that are aligned with the city’s top climate challenges as identified in its climate action plan and/or proposal to the Youth Climate Action Fund.
- Promote the microgrant application widely, starting with a call to action from the mayor, to ensure that youth-led organizations from across the city are proposing projects that they want to bring to life with support from the city’s Youth Climate Action Fund program.
- Select successful applicants and award microgrants of USD \$1,000-\$5,000 to support selected projects.
- Collaborate with microgrant recipients to track project progress through at least one output and one outcome (where an output indicates work in progress, and an outcome demonstrates the impact).
- Engage other city leaders, relevant municipal agencies, and essential community partners in disseminating the project’s results to the broader resident community. This may involve

publishing blog posts on the city’s website, leveraging social media platforms, and collaborating with local media to share and celebrate achievements. (the “Grant Purpose”).

This grant agreement (this “Agreement”) records the terms of the Grant. The funds awarded under this Grant are subject to the Grantee’s compliance with (i) the terms and conditions of this Agreement, along with the RPA-approved proposal and associated budget, available for reference in the RPA grant portal, and (ii) such further conditions and requirements that RPA may from time to time specify in writing.

The funds will be used only for the Grant Purpose specified above or any subsequent amendments approved by RPA and the Youth Climate Action Fund. The Grantee is required to submit full and complete expenditure reports on how the funds are spent and narrative reports on the activities of the Grant.

1. **Tax Status.** The undersigned organization certifies that it is not a charitable entity as that term is used within the Internal Revenue Code of 1986, as amended (the “Code”). The undersigned organization will make expenditures for educational, scientific, and/or charitable purposes as described in Code Section 501(c)(3) and will comply with the requirements of expenditure responsibility outlined in this Agreement.
2. **Grant Purpose.** Disbursements are restricted to the support of the Grant Purpose. The Grantee will inform RPA immediately in writing, of:
 - Any substantial changes to the activities set forth in the RPA-approved Grantee proposal or expenditures in excess of 20 percent of Grant funds from one budget category to another existing budget category; prior to re-budgeting more than 20 percent of any category or creating a new budget line, a written request must be made to RPA for its written approval, which may be provided via electronic mail;
 - Any changes in key personnel, significant financial, administrative, managerial, or other difficulties that may hinder or prevent the Grantee from (i) fulfilling its obligations or using the Grant funds for the Grant Purpose, or (ii) expending the Grant funds within the Grant Term.

Any funds not expended or committed for the Grant Purpose or within the Grant Term shall be returned to RPA, unless RPA provides its written approval to the Grantee to retain such funds for other charitable purposes.

3. **Payment Schedule.** RPA shall remit the Grant to the Grantee, in accordance with the payment schedule below, upon RPA’s receipt of a countersigned copy of this Agreement.

Payment Amount	Projected Payment Date(s)
\$ 50,000	05/06/2024

RPA may modify the payment schedule from time to time and will notify you of any such changes in writing.

4. **Progress Reports.** The Grantee shall submit progress reports on the following dates:

Report Name	Report Due Date(s):
Final Report	02/28/2025

The Grantee shall submit all reports via the RPA Grant Portal. Each report must contain all narrative and financial elements outlined within the report form in the Grant Portal. Assistance accessing the portal email can be obtained by emailing rpafluxsupport@rockpa.org.

5. **Intellectual Property; Grant of License.** The Grantee hereby transfers and assigns to RPA a worldwide, irrevocable, perpetual, royalty-free, non-exclusive license to disseminate and sublicense any research, writing, study, publication, report, invention, patent, trademark, service mark, audio or video program, film, or other media product developed by the Grantee pursuant to this Agreement for RPA's charitable and educational purposes.
6. **Grant Acknowledgment/Transparency.** RPA may disclose the Grant and other publications under the Grant in its public communications and publications. The Grantee may disclose information regarding this Grant in its public communications only upon the prior, written approval of RPA. Upon approval, the Grantee agrees to acknowledge the support provided through the Grant in all publications made pursuant to this Agreement by stating in an appropriate section of the publication that: *"This work was made possible through the support of the Youth Climate Action Fund, a sponsored project of Rockefeller Philanthropy Advisors supported by Bloomberg Philanthropies in partnership with United Cities and Local Governments (UCLG) and the Bloomberg Center for Public Innovation (BCPI) at Johns Hopkins University."*
7. **Termination.** RPA may, at its discretion, terminate this Agreement if (i) the Grantee fails to comply with the terms of this Agreement or (ii) the Grantee provides false or misleading information regarding the Grantee's compliance with this Agreement.

If this Agreement terminates prior to the scheduled end of the Grant Term, the Grantee shall, within 30 days of termination, remit to RPA any portion of the Grant unexpended as of the termination date, along with a complete and accurate accounting of the receipt and disbursement of revenues and expenditures relating to the Grant.

8. **Repayment.** If RPA determines that the Grantee expended any part of the Grant in violation of the terms of this Agreement, the Grantee shall repay RPA an amount equal to the amount of funds so expended within 30 days of RPA's written request for repayment.
9. **Recordkeeping & Retention Period.** The Grantee shall maintain complete and accurate financial records of revenues and expenditures relating to the Grant at all times during the Grant Term and retain all accounting records for at least four (4) years from the termination date of this Agreement.

10. **Audit.** The Grantee shall make all records available and permit RPA or RPA's representatives to conduct reviews or audits, on-site or off-site, at any reasonable time, for inspection of the Grantee's records and operations under this Grant, at any time during the Grant Term and within four (4) years after conclusion of the Grant Term. The Grantee agrees to provide full cooperation and adequate documentation to RPA in the event of such a review or audit.
11. **Compliance with Applicable Law.** The Grantee shall ensure that all actions performed under this Agreement comply with all applicable U.S. state and federal laws and regulations and other relevant laws and regulations. The Grantee shall require the same contractual commitments to such laws and regulations and to the applicable provisions within this Agreement from all subgrants and subcontractors it engages pursuant to this Agreement.
12. **Prohibited Activities.** The Grantee shall not use any portion of the Grant to carry on propaganda, or otherwise attempt to influence legislation; to participate or intervene in any political campaign, on behalf of, or in opposition to, any candidate for public office; to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; or to take any other action inconsistent with Code Section 501(c)(3).

Additionally, the Grantee may not use any Grant funds:

- a. without prior written approval, to make a grant to any individual for travel, study, or other similar purposes, or to make a grant to any organization;
 - b. for other than religious, charitable, scientific, literary, or educational purposes; or
 - c. to carry on, directly or indirectly, any voter registration drive.
13. **OFAC and Anti-Terrorism Compliance.** The Grantee shall comply with all applicable sanctions and anti-terrorism laws. Moreover, the Grantee shall not use any portion of the Grant or otherwise transact with or provide any support to any individuals, entities or groups subject to the U.S. Treasury Office of Foreign Asset Control ("OFAC") sanctions or any other persons known to the Grantee to support terrorism, terrorist organizations, or to have violated OFAC sanctions.
14. **Anti-Discrimination and Anti-Harassment.** RPA promotes and maintains a work environment that is free from discrimination and harassment, where all employees, consultants, grantees, and partners are treated with respect and dignity. Accordingly, the Grantee agrees that it promotes and maintains and, during the Grant Term, shall continue to promote and maintain such a work environment. For the purposes of this Agreement, "discrimination" means unjust or prejudicial treatment based on race, color, ancestry, place of origin, political beliefs, religion, marital status, family status, disability, sex, sexual orientation, age, veteran status, or because a person has been directly impacted by the criminal legal system. "Harassment" relates to any conduct, whether verbal, physical, or by innuendo, that is reasonably likely to cause offense or humiliation to any person.
15. **Anti-Slavery and Anti-Trafficking Compliance.** RPA is committed to preventing slavery and human trafficking in its operations and activities, including within its supply

chain. Accordingly, the Grantee agrees that it, its employees, agents, and contractors do not and shall not engage in activities that support or promote trafficking in persons and shall comply with the laws of the United States and other applicable jurisdictions relating to modern slavery and human trafficking. The Grantee shall immediately notify RPA in writing if the Grantee has knowledge, whether substantiated or not, of an actual or suspected violation of this Section 15 and shall cooperate during any subsequent investigation of the actual or suspected violation by RPA, RPA's representative, or a government agency. RPA or its authorized representative may, upon reasonable written notice, audit all pertinent books, records, work sites, offices, and documentation of the Grantee in order to verify compliance with this Section 15, such audit to occur during the customary hours of the Grantee's operations.

16. **Anti-Bribery and Anti-Corruption.** The Grantee agrees not to offer, give, or agree to offer or give (either alone or in agreement with others) any payment, gift, or other advantage which could be interpreted as an inducement or a reward for any act or failure to act related to the Grant or this Agreement. The Grantee shall comply with and ensure that anybody employed or engaged or acting on its behalf complies with any anti-bribery or anti-corruption laws or regulations in any applicable jurisdiction, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010, as applicable.
17. **Safeguarding Compliance.** RPA is committed to safeguarding the well-being of all individuals who engage with the organization in any way. During the Grant Term, the Grantee may engage with people who are at potential risk of harm, including children and adults whom the law defines as vulnerable. "Safeguarding" means complying with the law in dealings with those individuals and includes going beyond the requirements of the law to protect people from harm generally, including neglect, emotional abuse, exploitation, radicalization, and the consequences of the misuse of personal data.

The Grantee shall comply with all applicable laws, and, in accordance with the applicable law, shall notify RPA promptly once it is aware of a safeguarding reporting obligation, and shall provide RPA with all information and assistance RPA may require regarding the Grantee's or RPA's reporting obligations. This Section 17 is not to be construed by the Grantee, RPA, or any third-party to obligate the Grantee or RPA to report information in violation of applicable laws concerning confidentiality.

18. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements, whether oral or in writing, concerning its subject matter. Any amendment of this Agreement must be in writing and signed by both parties.

Please indicate the Grantee's agreement to the terms of this Agreement by countersigning this Agreement where indicated below and returning it to us. Please retain a copy for your records.

We are pleased to support you in this important work.

Rockefeller Philanthropy Advisors, Inc.



120 Broadway
New York, NY 10271
T 212 812 4330 F 212 812 4335
www.rockpa.org

By: Walter Sweet
Senior Vice President, Sponsored Projects and Funds

Date: April 29, 2024

On behalf of the Town of the Blue Mountains, I understand and agree to the terms of this Agreement.

By: _____

Date: _____

Name:

Title:

Certificate Of Completion

Envelope Id: [REDACTED]

Status: Delivered

Subject: Youth Climate Action Fund Grant Agreement - Town of the Blue Mountains - G-24-2140753

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Signatures: 0

Envelope Originator:

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Tatiana Dozier

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New York, NY 10036

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Accepted: 5/2/2024 6:25:38 AM		
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Editor Delivery Events	Status	Timestamp
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Cathy Watts

[REDACTED]

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Nicholas Cloet

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Electronic Record and Signature Disclosure:

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Sam Dinsmore

[REDACTED]

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/29/2024 3:38:26 PM
Certified Delivered	Security Checked	5/2/2024 6:25:38 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Rockefeller Philanthropy Advisors (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Rockefeller Philanthropy Advisors:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: grantsadmin@rockpa.org

To advise Rockefeller Philanthropy Advisors of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at grantsadmin@rockpa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Rockefeller Philanthropy Advisors

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to grantsadmin@rockpa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Rockefeller Philanthropy Advisors

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to grantsadmin@rockpa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Rockefeller Philanthropy Advisors as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Rockefeller Philanthropy Advisors during the course of your relationship with Rockefeller Philanthropy Advisors.