



## GRANT AGREEMENT

Grant ID Reference: GIG-2022174254

Friday, June 10, 2022

Transparência Brasil  
R. Prof. João Marinho, 161  
São Paulo, Brazil, 04007-010

Dear Juliana Sakai:

I am pleased to inform you that the Board of Directors of the Tinker Foundation (the "Foundation") has approved a grant to Transparência Brasil ("Grantee") in the amount of \$211,000 to support the Grantee's project titled 'Strengthening Accountability and Access to Justice within Brazil's Public Defenders' Offices' (the "Grant Purpose") on the terms and conditions set forth in this agreement (the "Grant").

- (1) **Use of Funds.** All payments with respect to the Grant (and any interest earned thereon) will be used by Grantee only for purposes that are charitable within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code (the "Code"), and specifically for the Grant Purpose and for no other purpose. Grant funds may be used only in accordance with the proposal and budget approved by the Foundation submitted via the Foundation's online grant system on March 23, 2022 (the "Proposal" and "Budget", respectively).
- (2) **Grant Period.** The Grant period will be for 24 months, beginning on July 01, 2022 and ending on June 30, 2024.
- (3) **Repayment of Funds.** Grantee will promptly repay any Grant funds not used for the Grant Purpose or otherwise in accordance with this agreement.
- (4) **Recordkeeping.** Grantee will maintain, for a period of at least four (4) years after the Grant funds have been fully expended, complete and accurate records of all receipts and expenditures with respect to the Grant. If requested, Grantee will make such books and records available to the Foundation for inspection.
- (5) **Grant Payment.** The Grant will be payable in accordance with the Payment Schedule set forth below. First payment is released once the countersigned grant agreement is received. If the Grant will be paid in multiple installments, the payment of each installment is contingent upon (i) Grantee's progress towards achievement of the Grant Purpose as determined in our sole discretion, (ii) Grantee's compliance with the terms

of this agreement, including without limitation timely submission of reports, and (iii) there having been no material changes in Grantee’s operations, staffing, funding, structure or tax status that would adversely affect Grantee’s ability to carry out or accomplish the Grant Purpose.

Payment Schedule

<b>Payable On or About</b>	<b>Amount Due</b>	<b>Condition(s)</b>
June 17, 2022	\$90,000	
June 16, 2023	\$121,000	

Upon receipt of each Grant payment, Grantee will confirm receipt via the Grant Portal Site of the Foundation’s website at [tinker.fluxx.io](http://tinker.fluxx.io).

- (6) **Monitoring and Evaluation.** The Foundation may monitor and evaluate Grant activities. This may include, for example, visits from Foundation personnel, discussing Grantee’s work and Grant progress with Grantee’s personnel, and reviewing financial and other records and materials connected with the activities financed by this grant. Grantee agrees to cooperate with the Foundation and to provide any information reasonably requested by the Foundation in connection with the foregoing.
- (7) **Reporting.** The Grantee will provide written reports due hereunder according to the Reporting Schedule set forth below.

Reporting Schedule

<b>Report Type</b>	<b>Reporting Period</b>	<b>Report Due Date</b>
Payment Confirmation	N/A	June 24, 2022
Interim Institutional Narrative & Financial Report	July 01, 2022- April 30, 2023	May 01, 2023
Payment Confirmation	N/A	June 23, 2023
Final Institutional Narrative and Financial Report	May 01, 2023- June 30, 2024	August 31, 2024

All reports must be submitted using the Foundation’s reporting template available on the Grant Portal Site of the Foundation’s website at [tinker.fluxx.io](http://tinker.fluxx.io).

For Grantees that are fiscal sponsors of Grant-funded activities, Grantee will submit reports described in this paragraph and will ensure that the sponsored project also provides reports to Grantee.

**(8) Prohibited Activities.**

- (a) Grantee will not use any amounts distributed to Grantee nor any income therefrom to carry on propaganda, direct or indirect lobbying, or otherwise to attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code or to influence the outcome of any specific public election or to carry on, directly or indirectly, any partisan voter registration drive within the meaning of Section 4945(d)(2) of the Code.
- (b) Grantee will not undertake any activity for purposes of promoting violence or terrorist activities. Grantee certifies that it does not knowingly employ individuals or contribute funds to organizations that support terrorism or that are found on any terrorist-related list promulgated by the U.S. Government, the United Nations, or the European Union, including the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List. Grantee further certifies that no Foundation grant funds will be used for any prohibited activity in any countries under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity or organization from those countries.

**(9) Right to Discontinue or Suspend Funding, Rescind Payments, and/or Require Return of Unspent Funds.**

- (a) The Foundation reserves the right to modify or terminate the Grant or to withhold future Grant distributions at any time if in its sole discretion the Foundation determines that Grantee has failed to comply with any term of this Agreement or is not able to carry out or accomplish the Grant Purpose, or that continuing Grant payments would expose the Foundation to liability or adverse tax consequences or otherwise be inconsistent with the mission and values of the Foundation. In the event of termination in accordance with this section, Grantee will promptly return to the Foundation any unexpended Grant funds.
- (b) Grantee will promptly notify the Foundation upon the occurrence of any of the following: (i) change in the executive director, chief executive officer, or president of Grantee; (ii) receipt by the Grantee of notification by another significant funder that the funder is ceasing further funding; (iii) any change in Grantee's status as a charitable organization under the laws of Grantee's jurisdiction; or (iv) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (x) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Grantee; (y) financial impropriety by the Grantee; or (z) breach of fiduciary obligations by senior leadership or the board of the Grantee. Written notification will be given to the signatory of this agreement at the e mail address under the signature line below.

(10) **Notices.** All notices or communications pertaining to this agreement will be given electronically to the following address, unless a party directs otherwise, and will be deemed given on the date sent, unless notification is received that such notice or communication was not deliverable:

(a) If to the Foundation: ckronley@tinker.org

(b) If to the Grantee: jsakai@transparencia.org.br

(11) **Acknowledgement; Use of Name and Marks.** Grantee will acknowledge the Foundation's funding in an appropriate manner in all publications, press releases, talks, interviews, audio recordings, films/video, and other media and activities related to or resulting from Grant-funded activities.

Any other use of the Foundation's name or marks is subject to the prior written approval of the Foundation, which may be granted or withheld in the sole discretion of the Foundation.

The Foundation may include information relating to the Grant, including the name of Grantee, on its website and in its periodic public reports, press releases and other public materials.

(12) **License.** Grantee hereby grants to the Foundation an irrevocable, non-exclusive, royalty-free license to use, reproduce and publicly display all publications, studies, research, and similar works provided by the Grantee to the Foundation in connection with Grant-funded activities (together, the "Works") solely for the Foundation's charitable purposes (for example, to highlight Grantee's grant-funded work on the Foundation's website). Grantee represents and warrants to the Foundation that Grantee owns all rights to the Works and is able to grant the Foundation all rights granted in this paragraph.

(13) **Public Charity Status.** The Grantee represents and warrants that that the information in the foreign public charity equivalence affidavit, which the Grantee provided to NGOsource, resulting in the Equivalency Determination Certificate issued on October 19, 2021, is accurate and that no material information has been withheld from NGOsource. Such representation and warranty shall continue through the last date that the Grantee spends the Grant funds. The Grantee agrees to give NGOsource immediate written notice of any change in any of the statements in, or attachments to, its foreign public charity equivalence affidavit.

(14) **Indemnification.** Grantee agrees to indemnify and hold harmless the Foundation and its directors, trustees, officers, employees and agents from and against any and all third party claims, damages, costs, penalties, expenses and liabilities of any kind (including reasonable attorneys' fees) in connection with or resulting from of any breach of any representation made by Grantee, including without limitation the representation in paragraph 12 herein relating to the license of intellectual property rights, or any act or

omission of Grantee or of Grantee's directors, trustees, officers, employees or agents in connection with this agreement or the Grant.

- (15) **Compliance with Law.** Grantee will comply with all applicable laws, rules, regulations and orders of the United States and any state or other jurisdiction that governs Grantee or its activities in performance of its obligations under this agreement, and will obtain and maintain or verify all licenses, permits, approvals, degrees, certifications or other authorizations that may be required to perform Grant-funded activities.
- (16) **Miscellaneous.** This agreement constitutes the entire agreement between the parties with respect to the Grant and supersedes all other agreements, promises, representations, negotiations and proposals, whether written or oral, with respect to the Grant. This agreement may not be amended or modified except in a writing executed by both parties. This agreement is governed by, and will be construed in accordance with, the laws of the State of New York applicable to agreements made and performed in that state, without regard to its conflicts of law principles. This agreement will be binding upon and inure to the benefit of each of the parties and its successors and permitted assigns. This agreement may not be assigned by Grantee without the prior written consent of the Foundation. The following paragraphs of this agreement will survive any termination of this agreement: Recordkeeping; Acknowledgement; Use of Name and Marks; Indemnification.

If this Agreement correctly describes Grantee's understanding of the terms of the Grant, please indicate Grantee's agreement to such terms by having this agreement signed by an authorized officer of the Grantee and returned to the Foundation. In signing this Agreement, the undersigned officer represents to the Foundation that he or she has the authority to sign this Agreement on the Grantee's behalf. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this letter agreement and all of which, when taken together, will be deemed to constitute one and the same.

If you have any questions, please contact Angelina Pienczykowski at [apienczykowski@tinker.org](mailto:apienczykowski@tinker.org).

Please accept our best wishes for every success in this endeavor.

Sincerely,

A handwritten signature in cursive script that reads "Caroline Kronley". The signature is written in black ink on a white background.

Caroline Kronley  
President

**Acknowledged and agreed to by:**

Transparência Brasil

Signature Manoel Galdino

Name Manoel Galdino Pereira Neto

Title Executive director

Date June 6th, 2022