



October 29, 2019

Ms. Cristina Zahar, Executive Secretary  
Associação Brasileira de Jornalismo Investigativo - ABRAJI  
Rua Barão de Itapetininga, 88 - sala 807  
São Paulo, 01042-903  
Brazil

133043  
Grant Number

Dear Mrs. Zahar:

I am pleased to inform you that The Ford Foundation has approved a grant of \$200,000 to Associação Brasileira de Jornalismo Investigativo – ABRAJI (Brazilian Association of Investigative Journalism - ABRAJI) for support to revamp the Brazilian Forum on Freedom of Information and hold the government accountable for its obligation to guarantee access to public information, especially regarding socio-environmental data and information on traditional peoples' lands. This grant is being made in response to the proposal and budget submitted with your September 17, 2019 letter to Atila Roque, the Foundation's Country Director for Brazil.

These terms apply to your organization's use of the Foundation's grant:

Grant funds are available over a two-year period beginning November 1, 2019.

Payment of grant funds will be made in annual installments by electronic transfer after receipt by the Foundation of the countersigned version of this letter. The first installment in the amount of \$108,000 will be paid after receipt of the aforementioned item. The second installment in the amount of \$92,000 will be paid on or about November 1, 2020.

During the period in which any portion of the grant funds remains unexpended, those funds must be shown separately, as a distinct fund, on your accounting records for ease of reference and verification. Your organization may use the grant funds in this account to pay or reimburse expenses incurred for the project so long as such expenses are part of the approved grant budget and in furtherance of the charitable purposes of this grant.

Under United States law, Ford Foundation grant funds may be expended only for charitable, scientific, literary, or educational purposes. This grant is made only for the purposes stated in this letter and the documents referenced above, and it is understood that these grant funds will be used for such purposes substantially in accordance with the submitted grant budget. It is also understood that no substantial variances will be made from the budget without the Foundation's prior approval in writing. Any grant funds not expended or committed for the purposes of the grant, or within the period stated above, will be returned to the Foundation.

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By countersigning this grant letter, you agree that your organization will not promote or engage in violence, terrorism, bigotry or the destruction of any State, nor will it make subgrants to any entity that engages in these activities.

It is understood that all grant activities shall be performed in accordance with regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) and that no Foundation funds shall be used to provide funds or services to any person or entity listed on either the Specially Designated Nationals List or the Consolidated Sanctions List published periodically by OFAC. It is further understood that no Foundation grant funds shall 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.

A written report is to be furnished at the close of each of your fiscal years in which you receive or expend any portion of the grant funds until the grant funds are expended in full or the grant is otherwise terminated. According to our records, your fiscal year ends December 31. In addition, upon completion of the use of the grant funds, a final report is to be furnished with respect to all expenditures under the grant. If required reports are not submitted, United States law requires that further payments, if any, under this grant or under any other Foundation grant to your organization must be withheld. Each report should contain a financial statement and a narrative account of what was accomplished by the expenditure of funds (including a description of progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant). The financial statement should reflect expenditures, in U.S. dollars, according to the line-item categories of the submitted grant budget, as of the end of your fiscal year, and include a statement by the responsible financial officer of your organization certifying the accuracy of the report.

At the end of the grant period, the Foundation also shall be furnished a copy of any publication, audio or video program, film or other media product produced by your organization under this grant for archival and/or research purposes. The Foundation shall have the right to make and disseminate additional copies of any such grant product. In addition, your organization hereby grants to the Foundation a license to disseminate on the Foundation’s website any product produced by your organization under this grant.

In addition, to ensure that the Foundation’s grants have as broad an impact as possible, you agree to widely disseminate all products funded by this grant to which you hold the copyright, and to license such products to the public under a non-exclusive [Creative Commons Attribution 4.0 International](http://creativecommons.org/licenses/by/4.0/) license (or a more recent version of such license). For information on Creative Commons and this license, please visit <http://creativecommons.org/> and <http://wiki.creativecommons.org/Grantees>. You also agree to include in all narrative reports required under this grant information on how you fulfilled your requirement to openly license and disseminate the work products of this grant (e.g., by posting them on your website with a statement that they are licensed to the public subject to the [Creative Commons Attribution 4.0 International](http://creativecommons.org/licenses/by/4.0/) license).

United States law requires that grant accounting records, as well as copies of the reports submitted to the Foundation, be kept by your organization for at least four years after completion of the use of the grant funds and made available to the Foundation for examination upon request.

So that the Foundation may comply with the tax laws of the United States to which it is subject, it is understood that Foundation grant funds may not be used for any of the following purposes: to attempt to influence any legislation through (i) an attempt to affect the opinion of the public or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided in response to a written request of a governmental body or a committee or other subdivision thereof), other than through making available the results of nonpartisan analysis, study or research; to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; to undertake any activity for any purpose which is not exclusively charitable, scientific, literary, or educational; to make grants to other organizations; or to make grants to individuals.

In the application of its resources to serve the public interest, the Foundation gives high priority to the realization of equality of opportunity for all members of society. The Foundation works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is the Foundation's expectation that your organization will take appropriate affirmative action steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law, and that it has established appropriate procedures for receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct.

The Foundation may monitor and conduct a review of operations under this grant, which may include a visit from Foundation personnel to observe your program, discuss the program and finances with your personnel and review financial and other records and materials connected with the activities financed by the grant.

The Foundation is authorized to conduct audits, including on-site audits, at any time during the term of the grant, and within four years after completion of the grant.

The Foundation will include information on this grant in its periodic public reports.

The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (a) your organization fails to comply with the terms of this letter or applicable laws and regulations, (b) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (c) the Foundation is not satisfied with your organization's performance or the progress of the grant. In any such event, your organization agrees, at the Foundation's request, to repay the grant funds or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

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If this letter correctly sets forth your understanding of the terms of this grant, will you please indicate your organization's agreement to such terms by having the letter countersigned by an appropriate officer of your organization and returned in its entirety to the Foundation.

Communication regarding current administrative arrangements for this grant should be directed to the Grants Manager, Gleice Sanches, by telephone at +55-21-3235-2118 or via e-mail at G.Sanches@fordfoundation.org.

In all correspondence concerning this grant, reference should be made to the grant number designated on the first page of this letter.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,



Elaine Kranich  
Director, Office of the Secretary

ACCEPTED AND AGREED:

Associação Brasileira de Jornalismo Investigativo – ABRAJI  
(Brazilian Association of Investigative Journalism – ABRAJI)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_