



Silicon Valley Community Foundation
Master Grant Agreement

Date: August 12, 2020

Grantee Name: Masaryk University

Grantee Contact: XXXXXXXXXXX
XXXXXXXXXX, Faculty of Informatics
Masaryk University
Zerotínovo nám. 617/9,
601 77 Brno
Czech Republic
Email: XXXXXXXXXXX

SVCF Contact: XXXXXXXXXXX
Silicon Valley Community Foundation
2440 West El Camino Real, Suite 300
Mountain View, CA 94040-1498 U.S.A
Phone: XXXXXXXXXXX Fax: XXXXXXXXXXX

Whereas Grantee and Foundation (SVCF) (each a "Party"; together the "Parties) wish to establish a funding relationship, the following terms are hereby adopted:

General Terms:

This Agreement is made between Grantee and Silicon Valley Community Foundation (SVCF) regarding Grantee's eligibility to receive funding from SVCF and Grantee's use of such funds, should they be provided at any date in the future. This Agreement is considered binding upon any affiliate of either Party. For purposes of this Agreement, "affiliate" means any entity or person that is directly or indirectly controlled by or under common control with either Party.

Use of Grant Funds:

- 1. Generally:** Any and all future grants approved by SVCF for the benefit of Grantee shall be issued under the terms of this Agreement. For each particular grant issued under this Agreement, SVCF may supplement or augment the terms stated herein by issuing an award letter that may detail additional requirements for the receipt of the grant not otherwise stated herein.
- 2. Restricted to Charitable Purposes:** All grant funds, and income earned on those funds, may be spent only for charitable, religious, scientific, literary or educational purposes. No portion of grant funds may be used to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code). Should grantee dissolve, any grant funds remaining must be transferred to a nonprofit organization for charitable purposes or to the government for public purposes, according to Grantee's dissolution or winding-up provisions as provided in Grantee's local law; otherwise, grant funds must be returned to SVCF according to the Modification/Termination clauses below.

- 3. Location of Activities:** Grantee agrees that all grant funds will be used exclusively for activities conducted outside the United States of America. Grantee must contact SVCF before grant funds are expended if any grant funds are intended to be used within the United States of America, at which point SVCF will determine if tax withholding may be required under United States tax law, or whether any exceptions to withholding are available.
- 4. Anti-Terrorism Compliance & Foreign Corrupt Practices Act:** Grantee does not knowingly employ or have links to any entities or individuals known to support terrorism or to be in violation of US Sanctions. In addition, Grantee is prohibited from using the grant to make payments to officials for the purpose of obtaining or retaining business with, or directing business to, any company, organization, entity, or person, within the meaning of the Foreign Corrupt Practices Act. Additionally, by entering this agreement, Grantee affirms as a material element of this agreement that the grant is not related to the funding, promotion or procurement of terrorism or banned activities or of any business interest on behalf of any third party including any known terrorists or Specially Designated Nationals and that the grant itself is solely limited to the stated purposes of the grant.

Maintaining Eligibility:

Grantee agrees to maintain its eligibility to receive funding from SVCF according to the provisions described in Exhibit A, or, in the alternative, to notify SVCF promptly when it has become ineligible or wishes to decline eligibility. Maintaining eligibility is not a guarantee of future funding. Should US laws and regulations or SVCF policies and procedures change regarding equivalency determination and eligibility requirements, SVCF will provide an amended Exhibit A promptly which will supersede and replace any previous Exhibit A.

Payments:

Grantee agrees to accept any future payments from SVCF via wire transfer or ACH payment and to maintain accurate banking information on file with SVCF. Grantee is responsible for contacting SVCF if and when banking information that affects Grantee's ability to accept wire transfers or ACH payments has changed using the form in Exhibit B.

Confidentiality:

In order to facilitate equivalency determination and maintenance of eligibility, either Party may disclose to the other Party certain confidential information, subject to the agreement of the Recipient Party to abide by the terms of this clause. Confidential information, for purposes of this Agreement, shall include, without limitation, information disclosed about processes, systems, strategic plans, business plans, operating data and other financial statements and data including names and details concerning major donors, board members and key employees. Confidential information does not include information that, at the time of disclosure, is generally available to the public, or which after disclosure becomes available to the public other than as a result of a breach of this Agreement, or information that is received from a third Party of whom the Recipient Party did not know to be bound to an obligation of confidentiality. Any confidential information will be kept strictly confidential and will not be disclosed by the Recipient Party except as specifically authorized by the Disclosing Party or if the Recipient Party is required by law to disclose any confidential information. Should the Recipient Party be required by law to disclose confidential information, the recipient will provide prompt notice of such requirement and will use all reasonable efforts to obtain confidential treatment for any confidential information.

Hold Harmless:

Each Party hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the other Party, its Officers, Directors, Trustees, employees and agents, from and against any and all third-Party claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with an alleged breach of this

Agreement by, or an alleged negligent act or omission of, the indemnifying Party, its Officers, Directors, Trustees, employees, agents, or independent contractors in performing its obligations under this Agreement, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any alleged grossly negligent, reckless, or unlawful act or omission of the indemnified Party, its Officers, Directors, Trustees, employees, or agents.

Forum and Choice of Law:

By entering this Agreement, the Parties consent and stipulate that any dispute, claim or controversy related to this Agreement shall be brought in either the United States District Court for the Northern District of California, San Jose Division, or in the Superior Court of California for the County of Santa Clara and the Parties further agree that either Court named above is able to exercise jurisdiction over any such dispute, claim or controversy. Further, the Parties by entering this Agreement, hereby stipulate that the substantive law of the State of California shall govern the terms of this Agreement and shall govern any and all disputes relating to this Agreement irrespective of any choice of law principles available under any other theory or body of law.

Intellectual Property:

To ensure the widest possible distribution of materials produced as a result of grant funds and to ensure that they enter and remain in the public domain to enable full global access, Grantee and any individuals who may have some interest in the materials hereby grant to SVCF a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up worldwide license to use or publish the materials or other work product arising out of or resulting from Grantee's use of grant funds, including all resulting products, services, processes, technologies, materials, software, data or other innovations (collectively, the "Funded Developments") and to sublicense to third Parties in a manner that promotes the widest dissemination of the Funded Developments, the rights described herein. Grantee, at SVCF's request, agrees to execute any additional documents required to affect such license. The Parties agree both to the terms of this worldwide license and agree that the Grantee shall own all copyright and other interests in materials produced as a result of the grant funds.

Acknowledgement of Grant Support:

Grantee may acknowledge Silicon Valley Community Foundation's support in publications such as newsletters, program activity announcements and in all media coverage. No unauthorized use of the SVCF logo(s) or other trademarks is allowed.

Modifications and Termination:

- 1. Change in Personnel:** Grantee will inform SVCF within 30 days if there are changes in agency personnel who are important to the administration or implementation of this Agreement or any future grants disbursed to Grantee.
- 2. Inability to Use/Misuse of Funds:** Grantee will inform SVCF immediately if any grant funds cannot be expended according to the terms of this Agreement or for the purpose provided in an award letter at the time of payment. Grantee may not use funds in any way other than as described in this Agreement and any award letters provided unless Grantee receives written permission from SVCF. Grantee shall repay to SVCF any portion of an amount granted that is not used in accordance with this Agreement and any award letters provided.
- 3. Amendments:** This Agreement may only be amended or modified by written documents signed by both Parties. Should applicable US or non-US laws and regulations or SVCF policies and procedures change such that this Agreement would become non-compliant, each Party is respectively responsible for requesting appropriate amendments to this Agreement in a timely manner so as to reform the Agreement to be in compliance. Changes to this agreement for any other reason can be requested in writing by either Party.

- 4. **Term:** The term of this Agreement shall be three (3) years and may be extended for additional three (3) year terms upon receipt of the information requested in Exhibit A.
- 5. **Termination:** Should Grantee fail to maintain eligibility to receive grants from SVCF or otherwise alert SVCF to the lack of eligibility of Grantee to receive grants, this Agreement will be considered terminated and will only remain valid as to any funds previously received.

Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any and all prior agreements and understandings of the Parties with respect thereto. This Agreement will be binding upon the Parties and to their respective successors and assigns. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be in any way affected or impaired.

Accepted on behalf of Masaryk University by:

| | |
|--|------------------------------|
| | MARTIN BARES |
| Signature <i>(Must be signed by authorized signer or representative)</i> | Printed or Typed Name |
| RECTOR - PRESIDENT | 09/01/2020 |
| Title | Date |

Accepted on behalf of Silicon Valley Community Foundation by:

| | |
|---|------------------------------|
| | <u>XXXXXXXXXX</u> |
| Signature | Printed or Typed Name |
| Executive Vice President, Finance and Operations | September 2, 2020 |
| Title | Date |



Standard Equivalency Determination Requirements of Eligibility

A non-US organization that wishes to receive grants from Silicon Valley Community Foundation on an ongoing basis will need to supply enough documentation for the community foundation to reasonably determine that the organization is the equivalent of a 501(c)(3) nonprofit in the US and to make a good faith determination that the organization is the equivalent of a public charity in the US. SVCF uses a series of original and renewal affidavits with supporting documentation to make these determinations.

To successfully maintain equivalence, a non-US organization can expect to be contacted by SVCF staff and requested to provide updates to the community foundation. SVCF will reach out to the Grantee Contact specified in your master grant agreement unless appropriately notified of a change in personnel.

Renewal Equivalency Determination

- Signed affidavit by an authorized officer of the organization, legally representing the truthfulness of the statements contained in the affidavit and the supporting documentation provided
- Unless there have been changes to the facts described in the original affidavit (such as changes to the governing documents of the organization or background applicable law) governing and founding documents do not need to be provided again.
- Updated list of board members, officers and key employees (five highest paid employees)