

INTERNATIONAL EXPENDITURE RESPONSIBILITY AGREEMENT

Grant Information

Bader Philanthropies, Inc. agrees to make the following Grant to:

Organization Name:	St. Anne's University Hospital Brno	Grant Number:	23954
Year 1 Amount:	\$110,000.00	Year 2 Amount:	\$110,000.00
Year 3 Amount:	\$110,000.00	Grant Amount:	\$330,000.00

RECITALS

WHEREAS, Bader Philanthropies, Inc. wishes to make a grant (the "Grant") to the Grantee, and the Grantee wishes to accept the Grant, on the terms and conditions set forth in this Agreement; and WHEREAS, Bader Philanthropies, Inc. has conducted an inquiry concerning the Grantee to assure itself that the Grantee will use the Grant funds for the proper purposes; and WHEREAS, the Grant is made pursuant to section 4945(d)(4) and (h) of the United States Internal Revenue Code of 1986, as amended (hereinafter the "United States Internal Revenue Code"); NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

A. Purpose of the Grant

The purpose of the Grant is as follows:

This Grant supports the Grantee's organic chemistry laboratories, which support advanced research and career development for emerging Czech scientists.

The purpose of the Grant is more fully described in the grant proposal and other materials submitted by the Grantee, on which Bader Philanthropies, Inc. has relied in making the Grant and which are incorporated herein by reference as if fully set forth. If a budget for the project funded by the Grant or the use of Grant funds has been presented to Bader Philanthropies, Inc., such budget shall be considered a part of this Agreement, and expenditures shall be made in accordance with it; the Grantee shall request written approval from Bader Philanthropies, Inc. prior to altering such budget.

B. General Conditions of the Grant

1. **CHARITABLE PURPOSE; RESTRICTIONS:** The Grantee agrees to use the Grant and income there from solely for charitable purposes specified in section 170(c)(2)(B) of the United States Internal Revenue Code; not to use any portion of the Grant to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the United States Internal Revenue Code; and not to make any grant which fails to comply with the requirements of section 4945(d)(3) or (4) of the United States Internal Revenue Code. The Grantee certifies that it does not and will not knowingly provide material support or resources to any individual or organization for the conduct or furtherance of violence or terrorist acts.
2. **LOBBYING; ELECTIONS:** No portion of the Grant or income there from shall be used to carry on propaganda or otherwise attempt to influence legislation; to influence the outcome of any specific public election; or to carry on, directly or indirectly, any voter registration drive.
3. **REVERSION OF GRANT:** The Grantee shall repay to Bader Philanthropies, Inc. any portion or all of the Grant funds that

are not expended for the purpose, and in compliance with the restrictions, outlined in this Agreement or that are expended for a purpose prohibited under this Agreement.

4. **SEPARATE FUND:** During any period in which any part of the Grant funds remain unexpended, the Grantee shall continuously maintain the Grant funds in a separate fund, which may be a segregated account on the Grantee's books, and such separate fund shall be dedicated solely to the purposes specified in section A of this Agreement.
5. **EVALUATION:** Bader Philanthropies, Inc. may, at its expense, conduct an evaluation of operations under the Grant, which may include visits by representatives of Bader Philanthropies, Inc. to observe the Grantee's programs, procedures and operations and discuss them with the Grantee's personnel. The Grantee shall maintain records of receipts and expenditures and make its books and records available to the Bader Philanthropies, Inc. or an authorized agent at reasonable times.
6. **ADDITIONAL SUPPORT:** By making the Grant, Bader Philanthropies, Inc. assumes no obligation to provide other or additional support to the Grantee. The Grant is not to be construed as establishing a precedent for further support of the Grantee.
7. **USE OF NAME:** Except as required by law or regulations, the Grantee shall not use the name Bader Philanthropies, Inc., Helen Daniels Bader Fund, Isabel & Alfred Bader Fund, or any shortened form of those names in any manner or format, including, but not limited to, publications, events, programs, lists of donors, plaques and signs, without the prior permission of Bader Philanthropies, Inc.
8. **PUBLICITY:** In the event that the Grantee wishes to publicize the Grant, the Grantee shall submit a draft of any announcement or news release to Bader Philanthropies, Inc. for approval of its form and content prior to its publication or release for publication.
9. **REPORTING:** The Grantee shall submit complete written reports in the form and on the dates specified by Bader Philanthropies, Inc. concerning the Grantee, compliance with the terms of this Agreement, the maintenance of the separate fund, the manner in which the Grant and income from it is spent, and the progress made in accomplishing the purposes of the Grant. Such reports shall be submitted at least annually. The Grantee's records of expenditures of Grant funds, as well as copies of the reports it submits to Bader Philanthropies, Inc., shall be kept by the Grantee for at least 4 years after the Grant funds are expended.
10. **TERM OF GRANT:** It is the present intention of Bader Philanthropies, Inc. to make distributions in the amounts and for the years shown in the preamble to this Agreement. Bader Philanthropies, Inc. may unilaterally change the amount to be distributed in any year or terminate the Grant at any time and make no further distributions.

C. Limitations

1. **ACCEPTANCE OF AGREEMENT:** This Agreement shall be null and void if it is not accepted and executed by the Grantee within 180 days after the date it is executed by Bader Philanthropies, Inc.
2. **COMMENCEMENT OF PROJECT:** This Agreement shall be null and void and all Grant funds shall be repaid by the Grantee if, within 180 days after the date this Agreement is executed by Bader Philanthropies, Inc., the project described in part A has not commenced and the Grantee has not made use of Grant funds for such project.

D. Special Conditions

Agreement

THIS AGREEMENT was executed by Bader Philanthropies, Inc. and Grantee as follows:

BADER PHILANTHROPIES, INC.
██████████
President

Approval Date: October 11, 2021

Grantee / Organization Name

St. Anne's University Hospital Brno

Address of Grantee

Pekařská 53

Brno, Jihomoravský
65691
Czech Republic

Typed name herein acts as a binding signature. The undersigned hereby agrees to the terms of this Agreement. An authorized individual may directly enter his/her name on the signature line or another member of the Grantee's staff may enter the authorized individual's name at his/her direction. Please note that entering the authorized individual's name serves as an electronic signature confirming the authorized individual's review and approval of the submission.

By: Board Elected Governing – Officer or Designated Authorized Signatory

Ing. Vlastimil Vajdák

Title

Director of St. Anne's University Hospital in Brno

Date Submitted: 11/03/2021

Acceptance Verification

By checking the box below, you accept the terms set forth in this Agreement

I Agree

Additional Documents

EPA Details

FINANCIAL INSTITUTION:	Česká národní banka, Pobočka Brno	CHECKING or SAVINGS:	Checking
BRANCH ADDRESS:	Rooseveltova 18	CITY:	Brno
ZIP CODE:	60110	ROUTING/TRANSIT/ ABA/IBAN #:	CZ41 0710 0800 0400 7113 8621
ACCOUNT #:	80004-71138621/0710	ACCOUNT HOLDER (Organization Name):	Fakultní nemocnice u sv. Anny v Brně
SWIFT CODE (International Only):	CNBACZPP		