<u>Instructions</u>: In order for your organization to receive a grant of funds from The Humane Society of the United States, an authorized representative of your organization must (a) read this agreement in its entirety, (b) sign and date the agreement, and (c) return the completed agreement via email to Darci at dwillemssen@humanesociety.org. Please make a copy of the signed agreement for your files.

By reading and signing this agreement, you are confirming that you understand and agree to all terms and conditions contained herein.

GRANT AGREEMENT

The Humane Society of the United States ("The HSUS") approves a grant to the recipient organization (the "Grantee") in the amount of (\$ USD), which is made under the terms and conditions set forth in this agreement.

As a condition of the grant, Grantee agrees as follows:

- 1. **Grantee Representations:** Grantee confirms that it is either (a) an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under section 501(c)(3) of the Internal Revenue Code; or (b) a municipal agency authorized to accept grants from non-profit 501(c)(3) organizations. Grantee will inform The HSUS immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- 2. **Grant Purpose:** Pursuant to its charitable mission, the HSUS seeks to advance the cause of animal protection by encouraging the professional development of employees and volunteers of animal shelters, rescue groups, and others in animal welfare. To that end, Grantee agrees to use the funds granted solely for the purpose of offsetting costs associated with travel, lodging, and other related expenses of its employee(s) attending the HSUS's 2023 Animal Care Expo ("Expo") in New Orleans, from April 3-6, 2023. This grant is provided to Grantee for this specific purpose, and Grantee shall not use the grant funds for any other purpose unless prior written approval has been received from the HSUS.
- 3. **Disbursement of Funds:** Grantee shall have one (1) year from the date Grantee receives the granted funds to use the granted funds in accordance with the terms of this agreement (the "Grant Period"). Disbursement of the funds shall be made within 30 days after HSUS's receipt of this executed agreement, a completed W-9 Form, a completed EFT form, and a copy of Grantee's IRS determination letter (nonprofit organizations only).
- 4. Expenditure of Funds: The funds provided shall be used exclusively for the purpose stated in Paragraph 2. Grantee shall not engage in any activity on behalf of the HSUS that may jeopardize the HSUS's status as a nonprofit charity qualified to receive tax-deductible contributions under section 501(c)(3) of the Internal Revenue Code. Without limiting the generality of the preceding sentence, no funds shall be used to (a) lobby or otherwise attempt to influence legislation at any level of government, either through efforts to influence legislators themselves, or through efforts to influence the views of Grantee's members or the general public on legislative matters; (b) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or conduct, directly or

indirectly, any voter registration drive; or (c) for any purpose other than that stated in Paragraph 2. Further, Grantee shall not use the granted funds to cover Grantee's overhead expenses. Examples of overhead expenses include, but are not limited to, salaries/wages, legal expenses, utilities, and fundraising expenses.

- 5. **Reversion of Funds:** Unless Grantee has obtained prior written approval from the HSUS for any variance, any portion of the funds not used for the grant purpose stated in Paragraph 2 or not spent in accordance with the terms of this agreement shall be returned to the HSUS. Further, any unexpended funds remaining at the end of the Grant Period shall be returned to the HSUS. Should Grantee's employee(s) as listed below fail to attend Expo for any reason other than a positive Covid-19 test or the onset of Covid-19 symptoms, Grantee shall be responsible for the repayment of the grant funds (unless travel expenses are non-refundable).
- 6. **Recordkeeping, Reporting, and Inspection:** Grantee hereby agrees to provide receipts and other documents substantiating proper use of the granted funds as requested by the HSUS for a period of three (3) years after the Grant Period ends.
- 7. **Public Acknowledgement:** Grantee agrees to credit the HSUS in any press releases, presentations, media coverage, or announcements resulting from Grantee's use of the grant funds. Grantee also agrees to cooperate with the HSUS's efforts to highlight the programs it funds in the HSUS's publications and publicity materials and on the HSUS's website and social media pages (e.g., Facebook, Twitter, Instagram, etc.).
- 8. **Anti-Terrorism:** Grantee expressly confirms and certifies that (a) Grantee does not directly or indirectly engage in, promote, or support any terrorist activity and is not included on any lists of terrorist organizations compiled by the United States government or any other national or international body; and (b) Grantee does not knowingly employ people whose names appear on such government watch lists.
- 9. **Future Funding:** Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of the HSUS to continue funding beyond the terms listed in this grant agreement.
- 10. **The HSUS's Compliance:** The foregoing conditions comply with the HSUS's obligations under applicable law to make reasonable efforts and establish adequate procedures to see that the funds are spent solely for the purpose for which they are provided, and to obtain full and complete records on how grant funds have been expended. Changes in applicable law, regulations, or rules may require the HSUS to request more detailed reports or additional measures. Grantee agrees to cooperate with any such requests from the HSUS.

By executing this agreement, Grantee agrees to be bound by the terms and conditions set forth above.

Grantee (Recipient Organization) Name:

Grantee Representative Name:

Grantee Representative Title:

Grantee Representative Signature:

Grantee's Employee(s) to Attend Animal Care Expo:

Date: