

November 21, 2018



Sean Kline, Director
Office of Financial Empowerment
Office of the Treasurer & Tax Collector, City & County of San Francisco
City Hall Room 140, 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4603

Re: The Workers Lab grant award

Dear Sean:

We are pleased to inform you that the Innovation Fund of The Workers Lab, an area of interest fund of the Solidago Foundation, has decided to award a grant of \$150,000.00 to the City and County of San Francisco ("Grantee"). **This grant is to be used for the Office of Financial Empowerment's SFO Workers Fund project.**

Attached and incorporated by reference in this letter-agreement is a copy of our grant agreement: standard terms ("Terms"). Please carefully review the restrictions and permitted uses of this grant in Terms.

To accept the terms of this letter-agreement, please have an appropriate officer of your organization countersign this document, and return the document in its entirety to the Foundation.

It is understood that by countersigning this letter, your organization confirms that there has been no change in its qualification as an organization exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code or its classification as not a private foundation. If any change occurs, please notify the Foundation.

Please retain a copy of the agreement for your files. Upon our receipt of the signed copy of this letter, payment will be issued via live check and sent through U.S. mail.

Additionally, as you will note from the grant agreement, Solidago will no longer serve as the fiscal sponsor for The Worker's Lab effective December 31, 2018. The Worker's Lab now has its own IRS 501c3 status and will assume all of the rights and responsibilities of the grantor. Therefore, your organization will be responsible for reporting directly to The Worker's Lab with respect to performance and reporting, in accord with the grant agreement.



If you have any questions regarding this grant, please contact our Grants Associate, Michele Spring-Moore. The staff of the Solidago Foundation wishes you success in your efforts.

Sincerely,



Elizabeth Barajas-Román
Chief Executive Officer

Accepted: Name, Title, on behalf of City & County of San Francisco

By  / Chief Assistant Treasurer / 11/30/2018
Signature Title Date

If Signatory is not the Addressee to this letter, please print your name here:

Tajel Shah

Sean Kline \$150,000
Office of Financial Empowerment
Office of the Treasurer & Tax Collector, City & County of San Francisco
City Hall Room 140, 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4603

TWL 2018

SOLIDAGO FOUNDATION GRANT AGREEMENT: STANDARD TERMS

The Solidago Foundation (Solidago) is a tax-exempt public charity under §501(c)(3) and §509(a)(1) of the U.S. Internal Revenue Code ("IRC").* Solidago makes grants only in compliance with that status, subject to the terms and conditions set forth in this instrument, which constitutes part of Solidago's legally binding Grant Agreement with each Grantee (see ¶1 for scope of Grant Agreement).

Solidago will no longer serve as the fiscal sponsor for The Worker's Lab effective December 31, 2018. The Worker's Lab now has its own IRS 501c3 status and will assume all of the rights and responsibilities of the grantor. Therefore, your organization will be responsible for reporting directly to The Worker's Lab with respect to performance and reporting, in accord with the grant agreement.

1. **Scope of Grant Agreement.** All references to the Grant Agreement or Agreement include (a) this document ("Terms"), (b) Solidago's Grant Award letter(s), and (c) any other documents to the extent specifically included in a Solidago Grant Award letter.

2. **Grant terms.**
 - a. **Uses.** Grantee will utilize and expend the grant only for non-violent charitable and educational activities that are consistent with Solidago's tax-exempt status, Grantee's written request for Solidago funding ("Proposal"), and terms of the Grant Agreement. Therefore, unless Solidago agrees otherwise in writing (including, but not limited to Solidago's Grant Award letter), Grantee will engage in no (i) electoral advocacy (supporting or opposing a political party or candidate for public office), (ii) activity or expenditure that results in private, in contrast to public, benefit, or (iii) substantial lobbying (attempting to influence legislation) or voter registration in support of a political party or candidate, as is prohibited by IRC §501(c)(3) or, if applicable, §§4911 or 501(h).*

 - b. **Repayment.** Grantee shall repay Solidago any portion of the amount granted which is not used for the purposes of the grant.

3. **Grantee Reports and Records.** Grantee will, as and when requested by Solidago, promptly:
 - a. **Grantee shall submit a narrative and financial report describing the use of the funds and activities undertaken as a result of this grant no later than November 21, 2019. If all grant funds have not been expended in this period, a final report must be submitted after all funds are expended;**

 - b. provide any additional information and documents, and permit Solidago or its agent to inspect and copy books and records, which Solidago considers relevant to ascertaining the use of or to evaluate its grant;

 - c. keep adequate records to demonstrate compliance with the Agreement and retain all grant-related records and documents for at least four years after this Agreement's term ends.

* IRC refers to the U.S. Internal Revenue Code. §501(c)(3) defines and governs "charitable," "educational," "scientific" and other activities, which this instrument refers to collectively as "charitable."

4. Legal compliance.

a. General. Grantee represents and agrees that (i) it does and will comply with all applicable laws; and (ii) all information and documentation provided in, and in support of, its Proposal is complete and accurate to the best of Grantee's knowledge.

b. Terrorism. Grantee represents and agrees that it does not and will not engage in or support any terrorism, as warranted and defined in the attached footnote.

c. Tax and legal effects of grant. Solidago has not, and will not, provide Grantee with any tax or other legal advice or recommendation pertaining to this grant or any other matter.

d. If the purpose of this grant is specified, including any specifically authorized lobbying expenditure, Grantee shall show receipt and expenditure of these grant funds separately on its books.

5. Payments. Solidago alone will determine, and may modify, the timing of grant payments.

6. Grantee's Expenditure Responsibility. Solidago does not require Grantee to transfer any funds to another organization or person, including any mentioned in the Proposal or other communications with (or from) Solidago. Instead, Grantee (a) accepts full responsibility for the grant and, its expenditure and disposition, and for compliance with the Grant Agreement, and (b) agrees to return to Solidago any funds not properly expended or committed when the Grant Agreement terminates.

7. Term.

a. Duration. The Grant Agreement's term, unless Solidago's Grant Award specifies otherwise, is one year from its acceptance by grantee.

b. Termination. Solidago reserves the right at any time to determine if Grantee is satisfactorily performing under the Grant Agreement and to suspend or terminate Solidago's obligations and the Grant Agreement for any activity or failure to act that Solidago views as a violation of the Grant Agreement's terms, conditions or purposes. Unless Solidago finds or suspects serious Grantee misconduct or legal risks, it will first notify Grantee of Solidago's concerns and give Grantee an opportunity to explain Grantee's performance or failure to perform.

8. Restrictive Covenant.

a. Nondisparagement. Grantee acknowledges that any disparaging comments against Solidago are likely to substantially depreciate its reputation and the relationship between organizations. Therefore Grantee shall act in good faith so as not to harm Solidago's reputation in any way. Grantee shall also not directly or indirectly defame, disparage, or publicly criticize the services, business, integrity, veracity, or reputation of Solidago or its directors, officers, or employees in any forum or through any medium of communication. Nothing in this Agreement precludes Grantee from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

b. Breach. Any breach of ¶8.a. constitutes a material breach of this Agreement and entitles Solidago to recover all amounts paid to Grantee under this Agreement. Grantee understands and acknowledges that repayment by Grantee is not, and is not intended to be, a penalty but rather constitutes an estimate of the damages that Solidago would suffer as a consequence of a breach by Grantee and that those damages would otherwise be very difficult to calculate.

9. Confidentiality.

In the course of work with the Foundation, Grantee may have access to confidential or proprietary information of the organization, its volunteers, donors, and other funding sources ("Confidential Information"). Such information may include, but not limited to, a) financial data including credit and debt arrangements, banking information, investment and holdings information, b) marketing data, strategies, and materials, c) strategic plans with prospective business ventures, d) methods of operation, e) computer software, or databases, and/or other technologies, f) vendor/supplier information, j) staff information, and k) trade secrets. Confidential Information includes information stored, transmitted, or kept in any format, including electronic and paper originals, copies, summaries, and notes of Confidential Information. Confidential Information shall not include information that is or becomes generally known to the public through no action on the Grantee's part, is generally disclosed to third parties by Foundation without any restrictions or is approved for release to the public by the Foundation Board. Protection of Confidential Information is a legitimate business interest of the Foundation. During grant period, and at any time thereafter, Grantee will not directly or indirectly disclose or use Confidential Information without prior approval of the Foundation except as may be required in the ordinary course of performing duties under this Agreement. Grantee shall protect the confidentiality of, and take all reasonable steps to prevent unauthorized disclosure or use of, Confidential Information. Grantee further agrees to report promptly to the Foundation any situation or transaction that may arise that constitutes a breach of confidentiality.

10. Media and Publicity.

The Foundation will include information on this grant in its periodic public reports. The Foundation may also refer to the grant in a press release, in which case a copy would be sent to the Grantee in advance. If the Grantee wishes to make their own press announcement, they will first consult with the Foundation. 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 Grantee 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, Grantee hereby grants to the Foundation a license to disseminate on the Foundation's website any product produced by your organization under this grant.

11. General Provisions.

a. Written notice required. Any notice, report, authorization, or other communication described or required by the Grant Agreement must be in writing and actually received (including electronically) by its recipient.

- b. Governing law. The Grant Agreement is governed by and will be interpreted under the laws of the State of Massachusetts.
- c. No agency. Grantee is not Solidago's agent, which means that Grantee cannot act or speak for Solidago in any way. Rather, Grantee and Solidago are independent of one another, and each is responsible for its own actions and failures to act.
- d. Compliance with law. Grantee will comply with all applicable laws in its activities, whether or not they are supported by Solidago's grant, and will notify Solidago promptly of any legal problem, question or violation it learns of regarding its actual or contemplated activities.
- e. Agreement's scope and modification. The Grant Agreement (defined in ¶1, above) constitutes the full understanding between Grantee and Solidago regarding its subject matter. Any modification, waiver or contrary understanding will bind a party only if that party has so agreed in writing.
- f. Partial invalidity, waiver. If any provision of the Grant Agreement is invalid or unenforceable, in whole or in part, the remainder of the Grant Agreement shall remain valid and enforceable. No waiver of (or failure to seek sanctions for) any violation of the Grant Agreement shall waive or permit a subsequent violation, no matter how similar.
- g. Binding Agreement. The Agreement is legally binding. In executing it, Grantee warrants that it has had an opportunity to read this instrument and the other component(s) of the Agreement and understand all key terms. Grantee's acceptance of any grant payment by Solidago and/or the signature of a Grantee's officer or agent on Solidago's grant award letter will constitute Grantee's acceptance of and agreement to be bound by the Grant Agreement's terms and conditions.
- h. Survival of Agreement terms. After this Agreement terminates, Grantee's obligations under the following paragraphs remain in effect and are enforceable by Solidago: numbered paragraphs 2-4, 6, 7b, 8, and 9.