

Foundation to Promote Open Society



A PART OF
OPEN SOCIETY
FOUNDATIONS

George Soros
CHAIRMAN

Christopher Stone
PRESIDENT

May 14, 2014

Karen Goldstein
General Counsel and Vice President
Vera Institute of Justice, Inc.
233 Broadway, 12th Floor
New York, NY 10279

Re: Grant Number OR2014-13613

Dear Karen Goldstein:

The Foundation to Promote Open Society (“FPOS”) is pleased to inform you that it has awarded Vera Institute of Justice, Inc. (the “Grantee”) a grant in the amount of 228,283.00 USD for the period from June 1, 2014 through May 31, 2016 to fund your charitable operations. The purpose of the grant is to provide technical assistance to the San Francisco District Attorney’s Office (SFDA) to enhance its Community Safety Performance & Intelligence Strategy, a two-pronged data-driven strategy for preventing crime and victimization by improving operational performance and increasing the use of intelligence about criminal activity, as described in the submitted proposal and budget dated April 7, 2014 (the “Project”). The grant shall be expended according to the Project proposal and budget as approved by FPOS. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without FPOS prior approval.

Upon receipt of the countersigned copy of this agreement, and provided any outstanding reporting requirements resulting from this or previous FPOS grants have been satisfied, and a representative of the Grantee has registered with FPOS’s online Foundation Connect system, FPOS will pay the grant as set forth below:

Date	Amount
June 2014	114,141.50 USD
June 2015	114,141.50 USD

This agreement also serves to confirm that the Grantee is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation or a supporting organization as defined in Section 509 of the Code. By signing this agreement, the Grantee represents and warrants that there has been no change to its tax exempt status and agrees to give FPOS immediate written notice should the Grantee cease to be exempt from federal income tax or become a private foundation or a supporting organization as defined in the Code. FPOS is making this grant on the basis of these representations.

In addition, the Grantee agrees:

1. to use these funds solely for religious, charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Code;

2. to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least four years after the conclusion of the grant period;
3. to return to FPOS any portion of the grant funds and interest thereon which are not used for the purpose of this project grant;
4. to send FPOS complete narrative and financial reports detailing the Grantee's expenditure of the grant funds and progress made toward the goal of the grant, as follows:

Date	Report Type
June 30, 2015	Narrative and Financial Interim
June 30, 2016	Narrative and Financial Final

5. to allow FPOS staff or representatives to conduct evaluations and audits of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records and other materials connected with the Project;
6. to allow FPOS, at its discretion, to publish information regarding this grant and the Grantee; and
7. to provide FPOS with two copies of any publication funded by this grant; and to acknowledge FPOS's support in the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Open Society Foundations."

If the Grantee fails to use the grant funds for the stated purpose of the grant or if the Grantee fails to provide FPOS with a full accounting and description of how it spent the grant funds, and the Grantee does not cure such failure upon FPOS's demand, FPOS will immediately stop funding the Grantee and may be prohibited by law from awarding the Grantee any additional grants in the future.

FPOS hereby grants to the Grantee a revocable, one-time, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") for the specific purpose of accurately indicating this grant and for no other purpose. The Grantee agrees to use the Marks as depicted in artwork supplied by FPOS and further agrees not to state or imply either directly or indirectly that the Grantee or its activities are supported, endorsed, or sponsored by FPOS other than as stated in this agreement. The Grantee shall notify FPOS of the placement and appearance of the Marks before each use by the Grantee. FPOS shall have the prior right to approve of the placement and appearance of the Marks before each use by the Grantee.

Beyond the rights and obligations specifically stated in this letter, FPOS disclaims any legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this agreement. Furthermore, it is expressly understood that by making this grant FPOS has no obligation to provide additional funding to the Grantee.

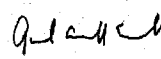
This is the entire agreement between the Grantee and FPOS concerning this grant and may be modified and waived only by a written agreement between the Grantee and FPOS. The Grantee acknowledges that it is not relying on any representation of FPOS, except as set forth in this agreement, and that no representations FPOS may have made in the past survive.

This agreement is made subject, at all times, to FPOS's compliance with all applicable laws and regulations, which may impact grant processing and payments.

The Grantee should direct communications and reports to William Johnston, Program Officer of the Justice Fund, at william.johnston@opensocietyfoundations.org. Reports may also be submitted online at www.opensocietyfoundations.org/grants/manage.

On behalf of FPOS, I extend my best wishes for your organization's success.

Sincerely
DocuSigned by:



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Gail Aidinoff Scovell
Secretary

Agreed to and accepted on behalf of Vera Institute of Justice, Inc.:

Signed: _____
Karen Goldstein
General Counsel and Vice President

Date: _____