



**COST REIMBURSEMENT SUBGRANT
Part I - SUBGRANT SCHEDULE**

AWARD INFORMATION

1. Urban Institute The Urban Institute 500 L'Enfant Plaza SW Washington, DC 20024	2. Subrecipient The City and County of San Francisco Department of Homelessness and Supportive Housing 440 Turk Street San Francisco, CA 94102
3. Urban Institute Contractual Contact Lisa Fischer Director, Department of Subawards 202-261-5338 lfischer@urban.org	4. Subrecipient Contractual Contact Jocelyn Everroad Manager of Planning & Strategy 628-652-7707 jocelyn.everroad@sf.gov
5. Urban Institute Technical Contact Emma Fernandez Policy Program Associate efernandez@urban.org	6. Subrecipient Technical Contact Same as above.
7. Urban Project Information Project Title: Just Home Cohort 1 Continuation Urban Project Number: 103096 Prime Award Number: 23-2308-157954-CJ	8. Subgrant Number: 103096-0001-SFHS-01
	9. Subgrant Amount: \$200,000
	10. Subgrant Period of Performance: June 15, 2025 – September 30, 2026

RECITALS:

This subgrant agreement ("Agreement"), under Prime Award Number 23-2308-157954-CJ ("Prime Award") with the John D. and Catherine T. MacArthur Foundation ("Funder"), is entered into by and between The Urban Institute ("Urban"), a non-profit entity organized and existing under the laws of Delaware, having its principal place of business at 500 L'Enfant Plaza SW, Washington, DC 20024, and the City and County of San Francisco ("Subrecipient"), acting through the Department of Homelessness and Supportive Housing, a city and county local government entity having its principal place of business at 440 Turk Street, San Francisco, CA 94102. Urban and Subrecipient shall each be referred to herein as a "Party" or collectively as the "Parties".

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE OF THE SUBGRANT

- 1.1. The purpose of this Agreement is to fund Subrecipient's continuation of work under 102418-0001-SFHSH-01, with the primary goals of safely reducing jail population/jail use in San Francisco and reducing disparities and other inequities in San Francisco's homelessness response and criminal legal systems. These efforts will be carried out as set forth in Appendix A.

2. KEY PERSONNEL

- 2.1. "Key Personnel" refers to individual(s) identified as uniquely important to the success of the project under this Agreement. The Parties acknowledge that these individuals are a critical element to project performance. Subrecipient must obtain prior written approval from Urban before making any changes to the Key Personnel during the term of this Agreement. The Subrecipient shall submit such requests in writing to Urban's Contractual and Technical Contacts, to include justification for such a change and qualifications of the proposed replacement. Only Urban's Contractual Contact may provide formal written approval for such a change. Urban reserves the right to terminate this Agreement if it, in its reasonable discretion, determines that a change in Key Personnel would negatively affect the quality of the Work Product. Subrecipient shall not be entitled to any additional costs or claims resulting from the removal or replacement of Key Personnel.
- 2.2 Subrecipient Key Personnel under this Agreement:
Aaqilah Islam, Manager of Housing and Justice System Initiatives

3. TYPE OF SUBGRANT AND AMOUNT

- 3.1. This is a cost reimbursement subgrant awarded in the amount of \$200,000. The Subrecipient agrees to pursue the programmatic objective(s) specified in Appendix A within the total award amount.
- 3.2 The Parties acknowledge that this Agreement is contingent upon funding from the Funder. If the Funder reduces the funding, delays, withdraws funding, or materially modifies the scope of the work in any way that affects this Agreement, Urban reserves the right to renegotiate the terms of this Agreement or terminate the Agreement in accordance with Part II, section 4.2.

4. PERIOD OF PERFORMANCE

- 4.1. The period of performance for this Agreement is designated as June 15, 2025 through September 30, 2026. The Parties may extend the Agreement through a modification which shall be executed by both Parties.

5. REIMBURSEMENT PROVISIONS

- 5.1. **Reimbursement:** Reimbursement for allowable costs incurred will be made either via check or ACH credit transfer (preferred method). To receive payment via ACH credit transfer, if a new vendor to Urban, Subrecipient should request Urban's ACH Authorization Form from the Accounts Payable department (accountspayable@urban.org) prior to the submission of any request.
- 5.2. **Submission of Invoices:** Proper invoices shall be submitted as an attached file in Portable Document Format (PDF) emailed to accountspayable@urban.org, copied to Urban's Technical Contact. The subject line of the email should include the subgrant Number and indicate an invoice is attached. Invoices shall be submitted according to the following schedule:

Invoice	Invoice Time Period	Due Date
1	June 15, 2025 – September 30, 2025	October 31, 2025
2	October 1, 2025 – December 31, 2025	January 31, 2026
3	January 1, 2026 – March 31, 2026	April 30, 2026
4	April 1, 2026 – June 30, 2026	July 31, 2026
5	July 1, 2026 – September 30, 2026	November 14, 2026

- 5.3. **Invoice:** Reimbursement will be provided following the acceptance of a proper invoice which shall contain the following:
- Subrecipient's name and complete address.
 - Urban Agreement number and period of performance.
 - Invoice date.
 - Period covered by invoice.
 - Costs incurred and requested for reimbursement detailed according to approved Budget (Appendix B).
 - Total amount of expenditures requested for reimbursement for the invoice period; and total expenditures cumulatively.
 - Name, title, and contact information, along with dated signature of responsible official and certification by the following or similar statement: "By signing this request, Subrecipient certifies that it is properly entitled to payment and that all payments requested are for appropriate purposes and in strict accordance with the terms and conditions set forth in the Agreement".

- 5.4. **Final Payment:** A final invoice for all payments due to Subrecipient shall be submitted no later than forty-five (45) days after the expiration of this Agreement and must be clearly labeled “FINAL”. Payment of the final invoice will terminate any obligation of Urban for any additional reimbursements to the Subrecipient under this Agreement.

6. MANAGEMENT AND USE OF FUNDS

- 6.1. **Charitable Purpose:** Subrecipient agrees to use the funds for the purposes as outlined in this Agreement and exclusively for charitable scientific, and/or education purposes as defined by Internal Revenue Code within the meaning of Section 501(C)(3) and equivalent provisions of applicable law.
- 6.2. **Indirect costs:** Subrecipient has elected not to charge indirect costs.
- 6.3. **Use and Expenditure of Funds:** Agreement funds shall be expended in accordance with the approved Agreement budget attached to this document as Appendix B. Subrecipient is permitted to transfer up to 10% of an existing direct cost line-item category or \$10,000—whichever is greater—to that line-item category; however, prior approval is required for any budget deviations exceeding this threshold, adding a new line-item or adding funds to indirect costs. The request for approval should include detailed justification for such budget revisions and be sent to Urban’s Technical Contact. Urban’s Contractual Contact will determine if a formal modification to the Agreement is required.

7. PROGRESS REPORTS AND REPORTING SCHEDULE

- 7.1. **Progress Reports:** The Subrecipient shall submit narrative progress reports in accordance with the schedule below. Each report shall summarize activities and describe progress and challenges associated with meeting the goals outlined in Appendix A. Specific formats may be suggested or prescribed by Urban.

Report	Reporting Time Period	Due Date
1	June 15, 2025 – September 30, 2025	October 31, 2025
2	October 1, 2025 – December 31, 2025	January 31, 2026
3	January 1, 2026 – March 31, 2026	April 30, 2026
4	April 1, 2026 – June 30, 2026	July 31, 2026
5	June 15, 2025 – September 30, 2026	October 30, 2026

- 7.2. **Final Progress Report:** The final progress report shall cover the entire period of the Agreement and include a summary of progress and relevant major accomplishments during the Agreement period, an explanation of

challenges encountered in the process of carrying out subgrant activities, a detailed description of findings and/or outcomes, and an assessment of impact and/or implications for future work. This report shall be submitted thirty (30) days after the end of the Agreement Period of Performance.

- 7.3. **Report Distribution:** All reports should be submitted as a PDF attachment via e-mail to the Urban Technical Contact.

8. NOTICES

- 8.1. Any notices submitted by either Party to the other under this Agreement will be in writing and sent by mail or e-mail and sent using the contact information listed in the Award Information table on page one (1) of this Agreement.

9. ENTIRE AGREEMENT

- 9.1. This Agreement, together with the Appendices attached hereto, represents the entire understanding of the Parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either Party.

IN WITNESS WHEREOF, the Subrecipient and Urban, each acting through its duly authorized representative, have caused this Agreement to be signed on the dates below.

FOR URBAN:

FOR SUBRECIPIENT:

_____ (Signature)	_____ (Signature)
_____ (Name)	_____ (Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

PART II - GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP BETWEEN THE PARTIES

- 1.1. **Independent Parties:** For purposes hereof, Subrecipient is an independent contractor, and shall not be deemed to be an employee or agent of Urban or the Funder. Neither shall the Funder nor any of its departments, agencies, or employees be a party to this Agreement and all communications regarding this Agreement shall be directed to Urban and not the Funder.
- 1.2. **Confidential Information:** Each Party agrees to protect and safeguard any item of proprietary or otherwise privileged or confidential information ("Confidential Information") received during the term of this Agreement and not disclose such Confidential Information of the other party without prior written consent of the other party, subject to the requirements of state and local public records laws.
- 1.3. **Organizational Conflict of Interest:** Subrecipient represents that, to the best of its knowledge and belief, that at the time of the signing of this Agreement, it is not adversely affected by an organizational conflict of interest. Subrecipient agrees that if an actual or apparent organizational conflict of interest is discovered after award execution, it will make a disclosure in writing to Urban. Should Urban determine that an organization conflict of interest exists or may exist that cannot be reasonably mitigated, the Agreement may be terminated at Urban's discretion without liability to Urban or the Funder.
- 1.4. **Limitation of Liability and Indemnification:** The Parties agree that Urban and the Funder shall not be liable for any third-party claims arising out of or resulting from Subrecipient's breach, negligence and/or willful misconduct in performance of this Agreement, or for the unauthorized use of patented or copyrighted materials by Subrecipient.

Subrecipient agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Urban and the Funder from any third-party claims, demands, actions, suits and proceedings, and liability, loss, expense (including reasonable attorney's fees), costs or damages, arising out of or related to, and to the proportionate extent caused by Subrecipient's (a) breach of any term, provision, covenant or warranty made in this Agreement, and/or (b) inaccuracy of any certification or representation made in this Agreement, and/or (c) negligent acts or omissions and/or willful misconduct in performance of this Agreement.

Each Party shall promptly notify the other Party of the assertion, filing, or service of any lawsuit, claim, demand, action, liability or other matter that

is covered by this indemnity. Subrecipient shall have the right to direct the defense of any lawsuit, claim, demand or liability covered by this indemnity.

2. STANDARDS OF CONDUCT

2.1. **Debarment and Suspension:** By signing this Agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, by any US Federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life to this Agreement must be reported immediately to Urban.

2.2. **Anti-Lobbying:**

Subrecipient agrees not to use any portion of the Agreement to:

- Pay fees or wages for the services of fundraising firms.
- Influence legislation within the meaning of Internal Revenue Code Section 501(h).
- Carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code.
- 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 Code. Activities shall be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations.
- Promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

2.3. **Equal Employment Opportunity:** All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity".

2.4. **Discrimination Prohibited:** Subrecipient shall not discriminate against any employee or applicant to be employed in the performance of this Agreement with respect to the hire, tenure, term, conditions, or privileges of employment because of his/her race, color, religion, gender identity, sexual orientation, disability, national origin, ancestry, or status as a veteran. Subrecipient shall also comply with all applicable federal provisions, statutes and regulations relating to nondiscrimination and

equal employment opportunity including all relevant sections of the American with Disabilities Act of 1990. Subrecipient shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against, any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Urban, or other proper authority, information relating to violation of this article, including, without limitation, any substantial violation of law relating to the performance of this Agreement.

- 2.5. **Human Subjects Research:** The Subrecipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Agreement. The Subrecipient, and any lower tier subrecipients or contractors, shall also comply with all applicable federal provisions, statutes and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states. Such requirements include but are not limited to conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time). Subrecipient shall obtain and maintain institutional review board (IRB) approval, either by an internal IRB or through a contracted agency and obtain informed consent of participating research subjects. Subrecipient must notify Urban immediately of any breach of personally identifiable information (PII) or any other violation related to the requirements stated herein and shall indemnify Urban and Funder against any such violations.
- 2.6. **Anti-Terrorism:** Subrecipient agrees that Agreement funds shall be used in compliance with all applicable anti-terrorism financing and asset control laws and regulations; no part of the Agreement funds may be used to support or promote violence or terrorist activities.

3. WORK PRODUCT AND ACKNOWLEDGMENTS

- 3.1. **Intellectual Property:**
 - 3.1.1. The products, services, processes, technologies, materials, software, data, and other intellectual property created by and resulting from this Agreement ("Work Product") shall be owned by the Subrecipient.
 - 3.1.2. Subrecipient hereby grants Urban a paid up, non-exclusive, irrevocable, perpetual, worldwide royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use, and license others to use in print or electronic form (in whole, or in part, including in connection with derivative works), including

in electronic databases or in any future form, the Work Product. Under the Prime Award, the Funder will have a license to any work developed as outlined in Appendix C.

3.2. Publications:

3.2.1 All publicity, publications, and notices produced or released concerning this Agreement shall acknowledge Urban and the Funder. Subrecipient and Urban will work together to define mutually agreeable credit language, in compliance with the conditions in Appendix C, which shall be agreed to in writing. Such credit must be included on each tangible Work Product of the Agreement. In order to support the broad dissemination and accessibility of the Work Product, Subrecipient agrees to coordinate with Urban prior to the release of any of its Work Product.

3.2.2 The Subrecipient agrees to furnish Urban's Technical Contact with copies of any news or press releases, articles, notices, and other Work Product within ten (10) days after such release, which shall be furnished to the Funder.

3.2.3 Neither party shall use the brand, logo, or marks of the other party without prior approval.

3.2.4 Notwithstanding the foregoing, all uses of any Funder name by Subrecipient in any manner shall be subject to approval of the Funder obtained through Urban, and must be in accordance with the conditions outlined in Appendix C.

4. STOP WORK, TERMINATION AND DISPUTES

4.1. **Stop Work:** Urban may at any time, by written order to the Subrecipient require the Subrecipient to stop all, or any part, of the work called for under this Agreement for a period up to ninety (90) days after the order is delivered to the Subrecipient. Upon receipt of the written order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Subrecipient

within any extension of that period to which the Parties shall have agreed, Urban shall either:

- cancel the stop-work order; or
- terminate the work covered by the order as provided in the Termination clause of this agreement.

4.2. **Termination:** This Agreement may be terminated, in whole or in part in the following situations:

- a) by Urban, if the Subrecipient materially fails to comply with terms and conditions of this Agreement.
- b) by Urban for cause.
- c) by mutual agreement of the Parties, in which case the two Parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated.
- d) by Urban, if the Funder determines that continuation of all or part of the funding for this Agreement should be suspended or terminated.

Subrecipient shall cease to incur further costs upon notification of termination by Urban.

4.3. **Disputes, Claims and Appeals:** Urban and Subrecipient shall work together in good faith to resolve any dispute arising under this Agreement. Any dispute or difference arising out of, or in connection with this Agreement or the breach thereof which cannot be amicably settled by mutual consent between the Parties shall be submitted to mediation in a mutually agreed upon location. If the dispute is not resolved through mediation, either party may pursue any remedies available at law or in equity in a court of competent jurisdiction, consistent with applicable law.

5. RECORD RETENTION AND FILE MANAGEMENT

5.1. **Accounting Standards:** Subrecipient will maintain books, accounts, and records that, with sufficient detail, accurately and clearly reflect its transactions and disposition of Agreement funds. Subrecipient agrees to maintain substantiating records for all expenditures and make books and records available to Urban at reasonable times, if requested.

5.2. **Record Retention:** Subrecipient shall retain all records related to this Agreement for at least three (3) years after expiration of the Agreement term.

5.3. **Audit:** At Urban's expense, upon reasonable notice, Urban may audit Agreement-related books and records, and Subrecipient shall provide all necessary assistance in connection therewith, which shall also be in accordance with Appendix C.

Urban may, at its expense, monitor and conduct an evaluation of operations under the Agreement, which may include meetings or visits by representatives of Urban to observe and discuss the Subrecipient's program, procedures and operations.

6. MISCELLANEOUS

- 6.1. **Insurance:** Subrecipient shall maintain at its own expense adequate insurance as is reasonable and customary for similar organizations in any and all forms necessary to protect against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out or resulting from performance of this Agreement.

Subrecipient shall ensure that approved subrecipients or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the Agreement.

- 6.2. **Incorporation of the Mandatory Prime Award Provisions:** Applicable provisions of the Prime Award agreement are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions). Subrecipient assumes all provisions and obligations outlined in Appendix C.

- 6.3. **Representations.** Subrecipient represents it has the power and authority to enter into and perform this Agreement; that Subrecipient's assigned technical, management and key personnel are completely qualified, professionally competent, and duly licensed to perform the services; and all services and deliverables delivered to be free from defects and in compliance with Agreement specifications. Moreover, Subrecipient represents and warrants that all materials created in performing the services and providing the deliverables shall be original Work Product, work for which it has secured the perpetual and irrevocable right to use in the manner so used by Subrecipient, or work which is in the public domain, and which does not violate any copyright, patent or other intellectual property rights, including trade secrets. The above representations and warranties constitute conditions shall extend to Urban's Funder.

- 6.4. **Assignment/Subawards:** Unless detailed in the approved Agreement Budget, Subrecipient shall not assign this Agreement nor any rights or obligations herein, nor subcontract or subgrant any funds under this Agreement without the prior written consent of Urban's Contractual Contact. This provision does not apply to the purchase of supplies,

material, equipment or general support services.

- 6.5. **Severability:** If any term or other provision of this Agreement is determined to be unenforced, void, or contrary to law by a competent authority all other terms and provisions shall remain in full force and effect. In the event a term or provision is unenforceable, it will be modified to the extent necessary for enforcement or replaced by another provision to achieve the same result.
- 6.6. **Waiver:** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach be construed as continuing waiver of other breaches of the same or other provisions of the Agreement.
- 6.7. **Order of Precedence:** Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:
- a) Part I - Schedule
 - b) Part II - General Terms and Conditions
 - c) Part III - Appendices in the following order of precedence:
 - 1. Appendix C – Mandatory Prime Award Provisions
 - 2. Appendix A – Program Description
 - 3. Appendix B – Budget

END OF GENERAL TERMS AND CONDITIONS

PART III – APPENDICES

APPENDIX A – PROGRAM DESCRIPTION

APPENDIX B – BUDGET

Name	Title	FTE or Hours	Annual salary or Hourly rate	Amount
Aaqilah Islam	Principal Analyst—Manager of Housing Justice System Initiatives	40.00	\$160,108	\$157,742
SALARY/WAGES SUBTOTAL				\$157,742
FRINGE BENEFITS				\$42,258
TOTAL				\$200,000

APPENDIX C – MANDATORY PRIME AWARD PROVISIONS

1. **USE OF FUNDS:** Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee, contractor, or consultant and that there does not exist an agreement, written or oral, under which Urban or the Funder has caused or may cause the selection of a secondary grantee, contractor, or consultant.
2. **RESTRICTIONS ON USE OF FUNDS:**
 - 2.1 In connection with the activities to be funded under this Agreement, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.
 - 2.2 Your organization hereby confirms that Agreement funds will not be used for any of the following purposes:
 - a) To carry on propaganda, to lobby or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code (“Tax Code”));
 - b) 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 Tax Code);
 - c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Tax Code;
 - d) To offer or provide money, gifts, or any other things of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Funder or the project, including by assisting any party to secure an improper advantage in violation of the Foreign Corrupt Practices Act or similar laws of the countries in which the grantee operates;
 - e) To use directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities (each, a “Prohibited Party”); or
 - f) To use in or with respect to countries or individuals under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity, or organization from those countries.
 - 2.3 Attachment 1 and Attachment 2 to Appendix C are summaries of the types of activities prohibited under Section 4945 of the Tax Code.
 - 2.4 Further, your organization agrees to provide such information as either may reasonably request, including:

- a) information about persons or organizations that will or have received funds in connection with this Agreement and
- b) information regarding the steps and procedures that your organization uses to ensure that grant funds are not used to pay a Prohibited Party either through regranteeing or by contract.

3. INTELLECTUAL PROPERTY:

3.1 In signing this Agreement, your organization acknowledges that it has read the Funder's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment 3 to Appendix C). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this Agreement (Work Product, as defined in the General Terms and Conditions) shall be made available consistent with the terms of the Policy. To effect the widest possible distribution of the Work Product and to ensure that it furthers charitable purposes and benefits the public, the Funder shall have a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, any work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Funder to publish the any work produced, including Subrecipient Work Product, on the Funder's website in connection with the Funder's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Funder's grantmaking. Your organization further acknowledges and agrees to ensure Urban is provided all rights to execute any additional documents necessary to effect such license.

3.2 To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this Agreement and receiving the benefit of the Agreement funds (a "Third Party"), the intellectual property rights in Subrecipient Work Product is to be owned by such Third Party, your organization agrees to require that Urban shall have all rights to ensure the Funder be granted a license to any work produced under this Prime Award as outlined in this section.

4. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Funder, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Funder, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Funder through

Urban, which approval may be granted or withheld in the sole and absolute discretion of the Funder. Upon termination of this agreement, or at the request of Urban or the Funder at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Funder, via Urban, at no charge to the Funder or Urban, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.

5. WORKPLACE CONDUCT STANDARDS:

5.1 Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.

5.2 In the event Urban or its Funder learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, Urban and/or the Funder is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If Urban and/or the Funder concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, Urban may take such action as is appropriate under the circumstances, and/or as recommended by its Funder, including suspending future Agreement payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the Agreement. Prior to taking any action, Urban will discuss with your organization the proposed course of action and provide an opportunity to respond and suggest corrective action.

6. EVALUATING OPERATIONS: The Funder and Urban may monitor and conduct an evaluation of operations under this Agreement, which may include a visit from personnel to observe your organization's program, discuss the project with your organization's personnel, and review financial and other records and materials connected with the activities financed by this Agreement. Such visits shall be scheduled in advance for times mutually acceptable to your organization, the Funder, and Urban during normal business hours.

7. FUNDER GRANT REPORTS: The Funder may include basic information about this Agreement through a variety of public channels, including press releases, publications, videos, social media, and the Funder's website. If there are special considerations concerning the public announcement of this Agreement at your organization, if you plan to issue a public announcement of the Agreement, or if you would like to coordinate a public announcement of the Agreement, please reach out to Urban's Technical Contact prior to any such action.