

**FORDFOUNDATION**320 East 43rd Street  
New York, NY 10017

www.fordfoundation.org

November 3, 2022

Malcolm Pullinger, Producer  
Even/Odd, LLC  
530 Divisadero Street, #863  
San Francisco, CA 94117

143754  
Grant Number

Dear Malcom Pullinger:

I am pleased to inform you that The Ford Foundation has approved a grant of \$200,000 to Even/Odd, LLC for support for the production and distribution of a series of documentaries and moving image works as part of “The Adachi Project.” It is being made in response to the proposal and budget submitted with your May 2, 2022 letter to Jon-Sesrie Goff of the Foundation staff.

These terms apply to your organization's use of the Foundation's grant:

Grant funds are available over a two-year period beginning May 1, 2022.

Payment of grant funds will be made in annual installments by electronic transfer after receipt by the Foundation of the countersigned version of this letter. The first installment in the amount of \$100,000 will be paid after receipt of the aforementioned item. The second installment in the amount of \$100,000 will be paid on or about May 1, 2023.

During the period in which any portion of the grant funds remains unexpended, those funds must be shown separately, as a distinct fund, on your accounting records for ease of reference and verification. Your organization may use the grant funds in this account to pay or reimburse expenses incurred for the project so long as such expenses are part of the approved grant budget and in furtherance of the charitable purposes of this grant.

Under United States law, Ford Foundation grant funds may be expended only for charitable, scientific, literary, or educational purposes. This grant is made only for the purposes stated in this letter and the documents referenced above, and it is understood that these grant funds will be used for such purposes substantially in accordance with the submitted grant budget. It is also understood that no substantial variances will be made from the budget without the Foundation's prior approval in writing. Any grant funds not expended or committed for the purposes of the grant, or within the period stated above, will be returned to the Foundation. It is understood that your organization shall not use any grant funds to carry out or fund activities prohibited by law.

By countersigning this grant letter, you agree that your organization will not promote or engage in violence, terrorism, bigotry or the destruction of any State, nor will it make subgrants to any entity that engages in these activities.



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It is understood that all grant activities shall be performed in full compliance with U.S. economic, trade sanctions and anti-corruption laws and regulations, including those administered and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). Without limiting the foregoing, your organization agrees that it will not use grant funds to provide funds (including as subgrants), services, or support to any person or entity (i) listed on either the OFAC Specially Designated Nationals List and Blocked Persons List ("SDN List"), or any other list of designated persons maintained by OFAC, (ii) owned, controlled by, or operating for or on behalf of a person or entity on the SDN List, or (iii) operating, organized, or ordinarily resident in a country or territory that is the target of comprehensive U.S. sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine), and the so-called Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine).

A written report is to be furnished at the close of each of your fiscal years in which you receive or expend any portion of the grant funds until the grant funds are expended in full or the grant is otherwise terminated. According to our records, your fiscal year ends December 31. In addition, upon completion of the use of the grant funds, a final report is to be furnished with respect to all expenditures under the grant. If required reports are not submitted, United States law requires that further payments, if any, under this grant or under any other Foundation grant to your organization must be withheld. Each report should contain a financial statement and a narrative account of what was accomplished by the expenditure of funds (including a description of progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant). The financial statement should reflect expenditures according to the line-item categories of the submitted grant budget, as of the end of your fiscal year, and include a statement by the responsible financial officer of your organization certifying the accuracy of the report.

It is understood that the films produced under this grant shall be subject to the terms and conditions set forth in Appendices A and B of this letter. In addition, at the end of the grant period the Foundation shall be furnished a copy of any publication, audio or video program, or other media product produced by your organization under this grant for archival and/or research purposes, and your organization hereby grants to the Foundation a license to disseminate on the Foundation's website any such product (other than the films produced by your organization under this grant), provided such dissemination does not conflict with organization's distribution of Film.

United States law requires that grant accounting records, as well as copies of the reports submitted to the Foundation, be kept by your organization for at least four years after completion of the use of the grant funds and made available to the Foundation for examination upon request.

It is understood that Foundation grant funds shall not be used for activities to influence the outcome of any specific public election, including but not limited to, activities in support of or opposition to any candidate for public office.

Under the Internal Revenue Code, Foundation grant funds may not be used by your organization:



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- (a) to attempt to influence any legislation through (i) an attempt to affect the opinion of the public or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided in response to a written request of a governmental body or a committee or other subdivision thereof), other than through making available the results of nonpartisan analysis, study or research;
- (b) to carry on, directly or indirectly, any voter registration drive;
- (c) to make grants to individuals;
- (d) to make grants to other organizations; or
- (e) to undertake any activity for any purpose which is not charitable, scientific, literary, or educational as specified in Section 170(c)(2)(B) of the Internal Revenue Code.

In the application of its resources to serve the public interest, the Foundation gives high priority to the realization of equality of opportunity for all members of society. The Foundation works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is the Foundation's expectation that your organization will take appropriate affirmative action steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law, and that it has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct.

The Foundation may monitor and conduct a review of operations under this grant, which may include a visit from Foundation personnel to observe your program, discuss the program and finances with your personnel and review financial and other records and materials connected with the activities financed by the grant.

The Foundation is authorized to conduct audits, including on-site audits, at any time during the term of the grant, and within four years after completion of the grant.

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 you in advance. If you wish to make your own press announcement, please consult with the Foundation's Office of Communications.

The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (a) your organization fails to comply with the terms of this letter or applicable laws and regulations, (b) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (c) the Foundation is not



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satisfied with your organization’s performance or the progress of the grant. In any such event, your organization agrees, at the Foundation’s request, to repay the grant funds or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

If this letter and Appendices correctly set forth your understanding of the terms of this grant, will you please indicate your organization's agreement to such terms by having the letter countersigned by an appropriate officer of your organization and returned in its entirety to the Foundation.

Communication regarding current administrative arrangements for this grant should be directed to the Grants Manager, Suzanne Shea, by telephone at (212) 573-4610 or via e-mail at S.Shea@fordfoundation.org.

In all correspondence concerning this grant, reference should be made to the grant number designated on the first page of this letter.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

DocuSigned by:  
*Darren Walker*  
5252F269DBEA466...  
Darren Walker  
President

Attachments

ACCEPTED AND AGREED:

Even/Odd, LLC

By: Malcolm Pullinger

(Printed Name)

DocuSigned by:  
*Malcolm Pullinger*  
8D06C29784F244C...  
(Signature)

Title: Partner & ECD

Date: November 14, 2022

## **Appendix A**

### **1. Films.**

- a. **Copyright.** As per clause eight of the Agreement executed on February 2, 2021 between your organization, Compound LLC, and the Office of the San Francisco Public Defender (“Agreement”), it is understood that your organization has been granted irrevocable and unrestricted rights to the Films to be produced hereunder (the “Films”)
- b. **Credit.** Your organization shall provide a credit to the Foundation or cause the Foundation to be credited with respect to the Films and any print materials, website, or packaging related to the Films (each a “Promotional Material”). Your organization shall comply with the Foundation’s credit guidelines as described in Appendix B of this letter entitled “JustFilms Credit Guidelines.” Prior to picture lock, the Foundation will have the right to view the fine cut of the Films complete with draft credits. The Foundation will have the right, in its discretion, upon notice to your organization, to require your organization to remove or modify the Foundation’s credit.
- c. **Delivery of Completed Film.** Upon completion of the Films, your organization shall furnish a copy of the Films to the Foundation in a format reasonably specified by the Foundation.

### **2. Deliverables.** Upon request, your organization shall provide to the Foundation a trailer for the completed Films (“Trailer”) and at least two (2) still photographs relating to each individual film (“Photographs”). The Trailer shall be less than five minutes (5:00) in duration and the Trailer and Photographs will be subject to the Foundation’s approval in its reasonable discretion. Without limitation of the foregoing, the Trailer and Films must be of a technical and creative quality suitable for and cleared for the uses permitted pursuant to Section 3.

### **3. License.** Your organization hereby grants to the Foundation a perpetual, worldwide, irrevocable license to:

- a. reproduce, exhibit and otherwise use the Trailer and Photographs for archival, research, programmatic and educational purposes, in all media and formats whether now or later known or developed;
- b. include the Trailer, the Photographs and excerpts of the Films and Trailer in highlight reels and other program materials (collectively, “Foundation Materials”) to promote the Foundation’s grantmaking activity and to exhibit, publish and otherwise disseminate such Foundation Materials in all media and formats whether now or later known or developed; and

- c. provide access to the Films on the Foundation's secure intranet, and authorize up to 10 free screenings of the Films to take place either on the Foundation's business premises (including in its auditorium) and/or within the Foundation's grantee network for non-commercial programmatic and educational purposes provided that any use described herein will not conflict with organization's distribution of Film.
4. **Clearances.** Your organization shall timely obtain and pay for any and all licenses, consents, releases and agreements required to allow the Foundation to exercise its rights with respect to the Trailer, the Photographs and the Films as permitted hereunder without obtaining any permission from or making any payment to any third party (including without limitation all necessary consents from people depicted in the Trailer, the Photographs and the Films and with respect to all music, photographs and other materials owned by third parties that are incorporated in the Trailer, the Photographs and the Films) For the avoidance of doubt, nothing herein prohibits your organization from claiming fair use with respect to such.
5. **Assignment.** If your organization should assign to any third party any rights with respect to the Films, the Trailer, the Photographs, your organization shall (a) obtain from the assignee the assignee's written agreement to comply with and be bound by all of the terms hereof relating to the Films, the Trailer, and/or the Photographs, as applicable, (b) ensure that such assignee complies with all such terms and (c) remain liable for fulfillment of all of your organization's obligations hereunder.
6. **Net Proceeds Participation.** The Foundation understands that the Films may be directed to a popular audience and may produce revenue. Pursuant to clause five of the Agreement referenced above, it is understood that your organization may not use the Films for commercial purposes or receive profits from the distribution thereof and must reinvest any and all revenues received through exploitation of the Films towards the Adachi Project. Notwithstanding the foregoing, if any revenues produced by the Films are approved by the San Francisco Board of Supervisors to not be reinvested in the Adachi Project, , your organization shall pay to the Foundation an amount equal to two and one-half percent (2.5%) of one hundred percent (100%) of the "Net Proceeds," if any, from the exploitation of the Films and all elements thereof and all ancillary rights thereto, including, without limitation, any payments for the licensing of, remake or other narrative rights to the Films, provided that the maximum amount payable to the Foundation shall not exceed the amount of the grant. Such "Net Proceeds" will be defined, calculated and paid on a no less favorable basis than the definition, calculation and payment provided to any other person or entity rendering services or providing rights in connection with the Films, including, without limitation your organization. Such definition (including accounting and audit provisions as set forth therein) will be promptly provided to the Foundation immediately when available. In the event a collection account is set up in connection with the Films (a "CAM"), your organization shall cause the Foundation to be a direct beneficiary to the CAM. In addition to the narrative and financials reports described in the main body of this letter, by December 31 of each year in which your organization receives revenue generated by the Films, your organization shall provide to the Foundation accounting statements together with any payments due hereunder. These reports and any due payments shall be

provided to the Foundation for five years after the start date of the grant period, except in such instance that grant funds have been wholly repaid to the Foundation before the end of the five-year period. In the event of a commercial re-release of the Films, your organization shall provide statements and any further payments due hereunder for a five-year period from the re-release date.

7. **Continuing Obligations.** For a period of at least five (5) years from the date of this agreement, your organization and each of your organization's principals shall ensure that an employee or officer of your organization or another designee of your organization is available to the Foundation to respond to queries concerning the Films and/or this grant.
8. **Indemnity.** Your organization shall at its own expense defend, indemnify and hold the Foundation and each of its licensees, and each of their parent companies, affiliates and subsidiaries, and the officers, directors and employees of each of the foregoing (all of the foregoing, the "Foundation Indemnified Parties"), harmless from and against any and all claims, demands, lawsuits and proceedings asserted, commenced or instituted by any third party against any Foundation Indemnified Party (each a "Claim") that is based upon or arises from (a) the Films, Trailer, or Photographs or the development, production, distribution, exhibition, sale or marketing of the Films, Trailer or Photographs (including, without limitation, any Claim alleging that the Films, Trailer, or Photographs or any component thereof infringes upon or violates any intellectual property, personal or proprietary right of any third party or violates any law, regulation or order) or (b) any noncompliance by your organization with the terms of this Agreement or any allegation that, if proven, would constitute such noncompliance. The Foundation will have the right to defend or otherwise deal with any Claim if your organization fails to do so after being notified of the Claim, with all costs chargeable to your organization. Your organization will promptly assume the defense of the Claim and will control the defense or settlement of the Claim, provided that: (i) the Foundation will have the right to participate in the defense and settlement of any Claim, at its own expense, with counsel of its choosing; and (ii) your organization shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of any Foundation Indemnified Party or that imposes any affirmative obligation on any Foundation Indemnified Party without the Foundation's prior written consent (to be given or withheld in the Foundation's sole discretion).
9. **Further Documents.** Your organization shall sign and return to the Foundation any agreements or documentation that are requested by the Foundation in order to document or establish the Foundation's rights hereunder.
10. **Waiver.** The Foundation irrevocably waives any right to seek injunctive or equitable relief or to otherwise restrain the Film's production, distribution, exploitation, or promotion.

## Appendix B

### JustFilms Credit Guidelines

The Foundation requires that your organization adhere to the credit guidelines as outlined below.

1. **Approval.** Prior to picture lock, your organization shall provide to the Foundation for review a fine cut of the Films complete with draft credits. The Foundation shall also have the right to review the format, order, prominence and duration of all credits on broadcast, theatrical, festival, home video and educational/institutional versions of film and media projects and any related promotional materials. The Foundation will have the right, in its discretion, upon notice to your organization, to require your organization to remove or restrict the Foundation's credit.
2. **Program Credits.** For broadcast, theatrical, festival, home video, educational, institutional and digital release versions of the Films, the Foundation will receive the following credits:
  - a. Front end credit: text version: "In Association with JustFilms | Ford Foundation" or logo version: "In Association with [[Ford Foundation](#) | [JustFilms logo](#)]"
  - b. Back end credit: "In Association with JustFilms | Ford Foundation" or logo version: "In Association with [[Ford Foundation](#) | [JustFilms logo](#)]"
3. **Promotional Materials.**
  - a. Packaging: Ford Foundation | JustFilms logo must be included where funder block appears on all products, including but not limited to DVD packaging.
  - b. Website: Ford Foundation | JustFilms logo must be included on any official film website where other funders are acknowledged.
  - c. Print Materials: Ford Foundation | JustFilms logo must be included on all of Films' related print promotional materials including but not limited to posters, postcards and invitations.
4. **Placement and Prominence.** If the Ford Foundation is among a group of funders providing support for the Films, its credit line must be in proportion to the contribution, have the same prominence as credits for other funders and its logo should be placed in the order of the amount of funds contributed. Likewise, if the print design works better with a text credit line instead of a logo, the same placement guidelines apply. The Foundation will determine credit placement and prominence upon review of final cut, prior to completion.
5. **Logo Specifications.** Your organization must use one of the three versions of the Ford Foundation | JustFilms logo as accessed by the hyperlinks above or via: <http://www.fordfound.org/justfilms/logos.html>
  - a. The two-color logo is the primary Ford Foundation | JustFilms logo and must be used whenever full color is available.
  - b. The white Ford Foundation | JustFilms logo should be used when it appears on a



solid background or is used over a photograph (any such photograph should not obstruct the logo).

- c. The black Ford Foundation | JustFilms logo should be used when color reproduction is not available.