

DISCLAIMER: THIS IS A FORM AGREEMENT FOR INFORMATIONAL PURPOSES ONLY. YOUR OWN GRANT AGREEMENT MAY DIFFER MATERIALLY FROM THIS FORM. THE TERMS OF YOUR GRANT ARE GOVERNED BY THE ACUTAL SIGNED AGREEMENT BETWEEN YOU AND CREATIVE COMMONS, AND NOT BY THIS FORM.



[Date]

[Grantee Name]

[Grantee Address]

Re: Grant Number [###]

Dear [Grantee Name],

Summary: As part of the Creative Commons Catalyst Grant Program, Creative Commons Corporation (“CC”) has awarded a grant to [Grantee Name] (the “Grantee”) in the total amount of [\$XXX] for the period from [Grant Start Date] to [Grant End Date]. This letter agreement (the “Agreement”) sets forth the terms and conditions of the grant award.

Payment Terms, Use of Funds: The grant will be paid in a single up-front installment. Grantee must accept the terms of this Agreement prior to disbursement of grant funds. Within thirty (30) days of receiving the countersigned original of this Agreement, Creative Commons will disburse the grant funds to Grantee per mutually agreeable arrangements. Grant funds shall be used exclusively to support the project as set forth in the Grantee’s approved proposal, attached to this Agreement.

Budget: CC approves the budget included in your proposal as finally accepted, as attached to this Agreement. Grant funds shall be used as set forth in the budget. Any transfer of funds from one budget item to another that exceeds 10% from the approved budget item requires CC’s prior written consent.

No Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by CC to make any other or further grants or contributions to Grantee or any other person or entity for this or any other project.

Reporting: Grantee agrees to deliver to CC a final report consisting of a narrative section and a financial section. The narrative section must include (1) a short statement confirming that the tangible output or other project goal included in the proposal has been completed, and whether the project has resulted in any additional outcomes, (2) an explanation of how each project goal or objective as set forth in the proposal was met, (3) a description of how well project goals were met, according to the metrics set forth in the proposal, (4) a summary of any lessons learned from the project, and (5) other matters reasonably requested by CC. The financial section must (1) include financial statements detailing how all grant funds were expended, and (2) account for all categories in the approved budget, attached hereto. Budget items should be listed in the same order as in the approved budget.

The final report is due 60 (sixty) days from the completion date of the project, on [Date]. Reports may be submitted by e-mail, fax, or postal mail as follows:

[NAME]
grants@creativecommons.org
Creative Commons Corporation
171 Second Street Suite 300
San Francisco, California 94105
United States
Fax: 415-278-9419

Publication of Final Report: All or a portion of the final report may be made publicly available, in Creative Commons' sole discretion. Grantee agrees to license the final report under a Creative Commons Attribution 3.0 Unported license. Grantee further agrees to ensure that all content contained in the final report is appropriate for publication. This means, among other things, that you are solely responsible for ensuring you have all rights necessary to license the report under a Creative Commons Attribution 3.0 Unported license, including with respect to any materials received or maintained in confidence, and/or any third party rights, including but not limited to copyrights, trademarks, and rights of privacy and publicity.

Interim Communications: An interim check-in by phone or email may be requested at any time during the grant period by either Creative Commons or Grantee.

Unused Funds: At the conclusion of the grant period, Grantee agrees to return any unexpended or unaccounted for funds to Creative Commons, or to submit a written request for an extension of the grant period. Grantee agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistent with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete by the end of the grant period, as determined by CC in its sole discretion.

Records: Original receipts and invoices must be maintained by Grantee and shall be made available to Creative Commons upon request. Grantee agrees to maintain adequate

financial records consistent with generally accepted accounting practices, and to retain such records for at least five years after the conclusion of the grant period. Creative Commons may monitor and conduct an evaluation of Grantee's operation to ensure compliance with this Agreement.

No Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying, carrying on propaganda or otherwise attempting to influence legislation, as those purposes are defined by the United States Internal Revenue Code of 1986. If Grantee is in doubt about whether its proposed activities may constitute lobbying, Grantee must consult with Creative Commons prior to undertaking them.

Intellectual Property: Grantee owns any intellectual property it produces within the scope of this grant. Grantee agrees that all original material produced pursuant to this grant will be made available under a Creative Commons Attribution 3.0 Unported license or CC0 waiver. Grantee assumes the burden and expense of clearing all third-party rights associated with such material, including with respect to any materials received or maintained in confidence, and/or any third party rights, including but not limited to copyrights, trademarks, and rights of privacy and publicity. A Copyright Fact Sheet is enclosed for further information on how to comply with this obligation.

Publicity Obligations: Grantee will notify Creative Commons of any publications or other materials resulting from the grant no later than five (5) days in advance of distribution or publication. Grantee will acknowledge Creative Commons' 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 Creative Commons Corporation." Grantee agrees that Creative Commons may include information about the Grantee and its activities in its own annual reports and may distribute such information to third parties.

No Assignment: Grantee may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without CC's prior written consent.

No Agency: The Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Grantee shall not represent itself as an agent of CC for any purpose, and has no authority to bind CC in any manner whatsoever.

Indemnity: Grantee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Creative Commons, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying Grant funds, or in carrying out the project as set forth in the proposal.

Governing Law, Forum: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions. Grantee agrees that any disputes or proceedings between Creative Commons and Grantee arising from or concerning this Agreement shall be brought in a federal or state court of competent jurisdiction sitting in the Northern District of California, in the United States, and hereby consents to the personal jurisdiction and venue of such court.

Entire Agreement: Grantee acknowledges and agrees that this Agreement represents the entire agreement between Grantee and Creative Commons with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

Authority: The person(s) signing this Agreement on behalf of Grantee represents and warrants to CC that he or she has the requisite legal authority and power to execute this Agreement, and to bind Grantee to the obligations contained herein.

Please return the original of this letter to [NAME], keeping a copy for your records.

CREATIVE COMMONS CORPORATION

Name: _____
Title: _____
Date: _____

Agreed to and accepted on behalf of [**Grantee Name**]:

Name: _____
Title: _____
Date: _____