



whole world water

GRANT AGREEMENT

EFFECTIVE DATE: _____ GRANT #: _____

GRANTEE: _____

GRANT AMOUNT: _____

PROJECT TITLE & COUNTRY _____

START DATE: _____ COMPLETION DATE: _____

This Grant Agreement (together with all attachments and addenda referred to as the “Agreement”), is made by and between:

Name: _____

WHOLE WORLD Water Fund

Address: _____

One Ropemaker Street

City & State: _____

London EC2Y 9HU

Country: _____

United Kingdom

Contact: _____

Karena Albers

Email: _____

karena@wholeworldwater.co

1. INTRODUCTION TO THE PARTIES

1.1. _____ (The Grantee) is a non-profit organization, based in _____ (Country) registered as a _____ whose mission is _____

1.2. WHOLE WORLD Water Fund (The Grantor) is a Company Limited by Guarantee and a charity registered in the UK (#1154199) that has been established to help provide access to clean and safe water for the whole world.

2. PURPOSE OF THE AGREEMENT

2.1. This Agreement is entered into by the Grantee and the Grantor for the purpose of (Brief Description of Project) _____

2.2. The Grantor has raised money (the "Raised Funds") and awareness through, but not limited to; the members of WHOLE WORLD Water who filter their own water, bottle it in reusable glass bottles and donate a % of proceeds to the WHOLE WORLD Water Fund, special events, merchandise sales, auctions and various other fundraising events (activities collectively known as the "WHOLE WORLD Water Campaign").

2.3. The Agreement between the Grantee and the Grantor is valid for a 12-month period starting upon signed agreement by both parties. This Agreement may be extended for an additional period of time upon mutual agreement.

3. GRANT FUNDS

3.1. Grant. The Grantor hereby agrees to distribute \$ _____ of the Raised Funds to the Grantee (the "Grant Funds") on the terms stated herein.

3.2. Funding Disbursement. The Grantor will distribute $\frac{1}{2}$ of the Grant Funds to the Grantee within fourteen (14) business days following execution of this Agreement, and the remainder $\frac{1}{2}$ within 14 days upon receipt of the 6-month report as outlined on Addendum 1: Funding Disbursement Schedule

3.3. Purposes. The Grantee, shall use the Grant Funds solely for the following purpose and pursuant to the specific work plan specified on the attached Addendum 2: Work Plan

3.3.1. _____

3.3.2. _____

3.3.3. _____

3.3.4. _____

3.3.5. _____

3.3.6. _____

3.4. Expenditure. Any material changes in the Project will require the prior written approval of both the Grantor and the Grantee pursuant to 10.2 of this Agreement. In the event that any Grant Funds are expended for purposes not permitted under this Agreement, the Grantee shall refund such misused funds immediately upon request by the Grantor. The Grantor reserves the right to audit by giving written notice 30 days in advance of audit.

3.5. Deadline. The Grantor reserves the right to request a return of any Grant Funds not expended by the Grantee within one year of the receipt of the funds.

4. COMMUNICATIONS

4.1. Party Champions. On behalf of the Grantee, _____ will be the main Grantee Champion for this project, and in his/her absence _____ will assume the role. On behalf of the Grantor,

Karena Albers, will be the main Grantor Champion and in her absence, Jenifer Willig will assume the role. The project champions will use their best efforts to ensure that the relationship between the two organizations is being nurtured and maintained.

- 4.2. On-site Visits. The Grantee will facilitate, where reasonably possible, requests from the Grantor, its staff, its board members, its members and other invitees to conduct on-site visits when requested. Such on-site visits will be coordinated with the Grantee. The Grantor will give sufficient notice, but in no event less than one months notice, to the Grantor in advance of any desired visit. During any such on-site visit coordinated through the Grantee, the Grantor may be provided an opportunity to engage in dialogue with the community residents. The Grantee will make a reasonable effort to accommodate the Grantor during the site visit.

5. REPORTING AND RECORDKEEPING REQUIREMENTS

- 5.1. Reports. The Grantee agrees to use mWater, a free mobile application to collect and share data. The data will include but not be limited to: water point and household baseline surveys that align with the WHO/UNICEF Joint Monitoring Program for Water Supply & Sanitation (JMP), questions to capture rich narrative, photos/videos and mapped data. A tool kit will be provided with easy to follow directions.
- 5.2. The Grantee agrees to provide the Grantor with a Midterm report as outlined on Addendum 3: Reporting Requirements
- 5.3. Accounts and Recordkeeping. The Grantee shall maintain books and records regarding expenditure of the Grant Funds according to generally recognized accounting principles and make them available for inspection by the Grantor upon the Grantor's request. The Grantee shall maintain copies of all records and reports under the grant for a period of at least (4) years after the receipt of the total grant funds.

6. PROMOTION

- 6.1. Promotion by the Grantor. The Grantor may, at its discretion, promote the Grantee and its mission in any and all media now known or hereinafter developed without territorial, time or other use restrictions, including but not limited to :
 - 6.1.1. Including the Grantee's name and general information in WHOLE WORLD Water materials;
 - 6.1.2. Making the Grantee's promotional material, as provided to the Grantor by the Grantee, available for the WHOLE WORLD Water Campaign;

6.1.3. Posting the Grantee's logo, as provided to the Grantor by the Grantee, on the Grantor's website and providing a link to the Grantee's website from the Grantor's website;

6.1.4. Mentioning the Grantee as a grantee in press releases, press conferences, or media interviews; and/or

6.1.5. With the Grantees prior approval, making an introduction to members of the press for purposes of conducting interviews that would be used in stories showing the positive work of the Grantee and Grantor.

The Grantee has the right to review and approve all materials (including website postings) that use its name or logo, prior to production printing and publication. Such approval will not be unreasonably withheld and shall be deemed given within 5 days of receipt thereof.

6.2. Photographs/Audio and Video Recordings:

6.2.1. By Grantor: Subject to Section 4.2, the Grantee agrees to permit a designated photographer or other staff person, contractor, or volunteer, upon reasonable notice to the Grantee, to visit and take photographs and audio/video recordings of freshwater projects and the communities benefitting from them, and to use such photographs and recordings for the purpose of promoting the Grantors and the Grantees work. The Grantor will share raw versions of the photographs and video taken of Grantee projects during the site visit with the Grantee, for its use with appropriate credit to the Grantor and its photographer as stipulated by the Grantor, and subject to Grantor or Grantors representative notice of obtaining the written permission from person, persons and community to take such photos and/or video. Grantor grants a limited license to Grantee to use such photographs and video solely for Grantees internal and promotional purposes. Ownership of copyright in such photographs and video remain with the Grantor or its contractors or licensees, as the case may be.

6.2.2. By Grantee: Grantee agrees to provide narrative, photos and video on a quarterly basis or every three months as outlined on Addendum 6: Narrative, Photo and/or Video Requirements. Such photographs, narrative and video will be used for the sole purpose of tracking and promoting the Grantees and the Grantors work, Both parties will have the rights to use the materials outlined above without violating any third party's rights and copyright of such materials will remain with and be credited to the originator.

6.3. Promotion by the Grantee. The Grantee may, subject to Grantor's right of approval in its reasonable discretion, promote the Grantor and its mission by:

6.3.1. Mentioning the Grantor in its promotional literature;

6.3.2. Placing a link to the Grantor's website on the Grantee's website partnership page;

6.3.3. Reporting on the partnership with the Grantor in the Grantee donor and prospective donor communication pieces such as, but not limited to newsletters, end of year mailing, emails, etc.; and

6.3.4. Assisting where helpful on new/existing promotional endeavors.

The Grantor must review and approve all materials (including website postings) that use its name or logo, prior to production printing and publication. Such approval will not be unreasonably withheld and shall be deemed given within 5 days of receipt thereof.

7. TRADEMARK LICENSE

7.1. Grantee License.

Subject to the provisions of this Agreement, the Grantee grants to the Grantor a limited, non-exclusive, non-transferable, royalty-free license to use the following trademarks (the "Grantee Marks") solely for the purpose of fundraising and promotion of Grantee on the Grantor's website and in promotional materials pursuant to this Agreement during the term of this Agreement:

1.) _____

2.) _____

3.) _____

4.) _____

7.1.1. The Grantor acknowledges that _____ is the sole owner of all right, title and interest in and to the Grantee Marks. The Grantor shall not at any time, whether during or after the term of this Agreement do or cause to be done any act or thing challenging or contesting Grantee's or, if applicable, _____ rights in the Grantee Marks. All goodwill accruing to the Grantee

Marks through the Grantor's use inures solely to the benefit of Grantee or _____, as applicable. This provision shall survive the termination of this Agreement.

7.1.2. The Grantor agrees that use of the Grantee Marks shall conform to the standards and specifications of use as set by Grantee from time to time. If the Grantor fails to use the Grantee Marks in conformity to such standards or specifications Grantee shall provide written notice to the Grantor and the Grantor will, in good faith, modify its use of the Grantee Marks in order to ensure such conformity.

7.1.3. At least three business days prior to intended use, the Grantor shall provide the Grantee drafts of materials showing the proposed use of the Grantee Marks for Grantee's written approval, which approval shall not be unreasonably withheld. Grantee agrees to promptly provide comments or approval of such materials within the said period of three business days.

7.1.4. Upon termination of this Agreement, the Grantor shall immediately cease all use of the Grantee Marks, except that the Grantor may continue to publicly state that the Grantor provided a grant to the Grantee and may make reference to the Project.

7.2. The Grantor's License.

7.2.1. The Grantor grants to the Grantee a limited, non-exclusive, non-transferable, royalty-free license to use the following trademarks (the "WHOLE WORLD Water Marks") solely for the purpose of promotion of the Grantor on Grantee's website and in promotional materials pursuant to this Agreement during the term of this Agreement:

WHOLE WORLD Water
WHOLE WORLD Water Fund
WHOLE WORLD Water Logo

7.2.2. The Grantee acknowledges that the Grantor is the sole owner of all right, title and interest in and to the WHOLE WORLD Water Marks. The Grantee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging or contesting the Grantor's rights in the WHOLE WORLD Water Marks. All goodwill accruing to the WHOLE WORLD Water Marks through Grantee's use inures solely to the benefit of the Grantor. This provision shall survive the termination of this Agreement.

7.2.3. The Grantee agrees that use of the WHOLE WORLD Water Marks shall conform strictly to the standards and specifications of use as set by the Grantor from time to time. If the Grantee fails to use the WHOLE WORLD Water Marks in conformity to such standards or specifications Grantor shall provide written notice to Grantee and Grantee will, in good faith, modify its use of the WHOLE WORLD Water Marks in order to ensure such conformity

7.2.4. At least three business days prior to intended use, the Grantee shall provide the Grantor drafts of materials showing the proposed use of the WHOLE WORLD Water Marks for the Grantor's written approval, which approval shall not be unreasonably withheld. The Grantor agrees to promptly provide comments or approval of such materials within the said period of five business days.

7.2.5. The Grantor may terminate this trademark license in its discretion at any time upon written notice to Grantee. Upon termination of this trademark license or termination of this Agreement, whichever is earlier, the Grantee shall immediately cease all use of the WHOLE WORLD Water Marks, except that the Grantee may continue to publicly state that Grantee is a recipient of the Grantor's funds.

8. GRANTEE OBLIGATIONS

8.1. Representations and Warranties. The Grantor's grant is conditioned upon the following representations and warranties of the Grantee:

8.1.1. The Grantee is an organization recognized as a nonprofit corporation registered in _____ and recognized as a tax-exempt entity pursuant to Section 501c3 or _____. The Grantee will utilize the grant proceeds only for charitable and educational activities consistent with its tax-exempt status. Grantee will inform the Grantor immediately of any change in, or IRS actual revocation (whether or not appealed) or proposed revocation of, its tax status described above during the term of this Agreement.

8.1.2. The Grantee will use its best efforts to ensure that use of the Grant Funds will comply with all applicable laws, rules and regulations to which the Grantee is subject.

8.1.3. The Grantee acknowledges and represents that all statements provided to the Grantor in seeking the grant were true, accurate and complete, and remain true, accurate and complete, and that the Grantor has relied on such statements in deciding to enter into this Agreement.

8.1.4. The Grantee shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of the Grantee (which, for the avoidance of doubt, do not include field operations), and shall furnish the Grantor with evidence of compliance upon the Grantor's request.

8.1.5. The Grantee agrees that no portion of the Grant Funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office; (iii) to conduct, directly or indirectly, any voter registration drive; (iv) to conduct or support any terrorist-related activities or any other conduct in violation of the U.S. Patriot Act, (v) to distribute funds to any entity or individual other than as permitted in this Agreement or (vi) for any purposes which would be in contravention of the UK Bribery Act 2010, as if that Act had effect in any jurisdiction in which the Project will be implemented.

8.2. Indemnification. To the maximum extent permitted by law, the Grantee hereby agrees to indemnify, defend and hold harmless the Grantor and its directors, officers, employees, agents and volunteers from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and attorney's fees and expenses, that the Grantor may incur as a result of any negligent or willful acts or omissions of the Grantee or any of its agents or employees, including but not limited to failure to comply with applicable laws, or as a result of any breach by the Grantee of this Agreement or of the representations and warranties on its part herein contained. To the extent permitted by law, the Grantor hereby agrees to indemnify, defend and hold harmless the Grantee and its directors, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, demands, liabilities, judgments, costs and expenses (including reasonable attorney's fees) arising out of, or related in any manner to any breach by the Grantor of this Agreement. These provisions will survive the termination of this Agreement.

8.3. Failure to Comply. The Grantor reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require refund of any Grant Funds, if it, in its sole discretion, deems the action necessary: (1) because Grantee has not fully complied with the terms and conditions of the grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Grantor; or (3) to comply with any law or regulation applicable to the Grantee. To the Grantor, or this grant.

9. DISPUTE RESOLUTION

- 9.1. The parties to this Agreement desire to make every effort to live at peace and to resolve disputes with each other without resort to litigation. Therefore, the parties agree that any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of the American Arbitration Association.
- 9.2. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

10. MISCELLANEOUS

- 10.1. Term & Termination. The terms of this Agreement shall become effective upon the execution by the respective parties of this Agreement. This Agreement shall remain in effect until the earlier of: (1) termination by mutual written agreement (2) immediate termination upon written notice by any party for material breach of any term of this Agreement by the other party, or (3) the fulfillment by each party of all its obligations under this Agreement. Notwithstanding the foregoing, termination of this Agreement shall not relieve Grantee of its reporting obligations with regard to all Grant Funds it has received prior to termination. Upon termination of the Agreement, the Grantee will reimburse the Grantor for any funds not expended by it on the Project by the termination date. At the date of termination, the Grantor will cease to be liable to the Grantee for any Grant Funds committed pursuant to this Agreement.
- 10.2. Revision. This Agreement, including all addenda, shall be considered subject to revision and can be amended, extended, or modified by the mutual written concurrence of the parties.
- 10.3. Non-exclusivity. The Grantee and the Grantor understand and agree that this Agreement is a nonexclusive agreement. Both parties have the right to enter into agreements with other parties in accordance with their individual missions and objectives.
- 10.4. Governing Law. This Agreement shall be read and interpreted in accordance with the laws of the State of New York without regard to conflict of law principles. Any dispute arising out of or relating to this Agreement between the Grantee and the

Grantor shall be decided in accordance with the laws of the State of New York and section 10 (Dispute Resolution) of this Agreement.

10.5. No Waiver. No failure to exercise and no delay in exercising, on the part of the Grantor, any right under this Agreement shall operate as a waiver thereof.

10.6. Severability. In the event that any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

10.7. Entire Agreement. This Agreement including all its attachments and addenda, constitutes the entire agreement between the parties hereto and supersedes all prior oral representations or other agreements.

10.8. No Joint Venture. The parties are contractors independent of one another, and neither has the authority to bind the other to any third party or to act in any way as a representative of the other, except as expressly set forth herein. The Agreement does not create, and shall not be construed as creating, a partnership or joint venture relationship between the parties. To the extent that the term "partner" or "partnership" may be utilized in this Agreement or in describing the relationship between the parties, such terms shall be utilized merely to convey the anticipated spirit of cooperation between the parties and is in no way intended to establish joint and several liability, fiduciary duties, or other implications of the legal term of "partner."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first stated above.

WHOLE WORLD Water Fund,

Karena Albers, Founder

Date: _____

Name of Grantee: _____

By:

Date: _____

GRANT AGREEMENT

Addendum 1

FUNDING DISBURSEMENT SCHEDULE

Amount of Disbursement: _____

1st Disbursement of _____ Due _____

which is within 14 days of execution of this agreement.

2nd Disbursement of _____ Due _____

which is within 14 days of Grantor's receipt of the Midterm Report (as defined in Addendum 3)
from the Grantee.

GRANT AGREEMENT

Addendum 2

WORK PLAN

I. Water Source Construction

- I.1. Visionary Objective: Grantee and Grantor desire to decrease the amount of water related diseases and deaths in countries and communities around the world by providing greater access to clean and safe drinking water.

- I.2. Requirements: The Grantee, through (country partner) _____ , shall (specific work described in detail here) _____

- I.3. Within one year of the receipt of the Grant Funds, barring any civil unrest or conditions outside the control of the Grantee, the project will serve an estimated _____ individuals with clean and safe water.

- I.4. At the Grantors request, the Grantee shall allow the allocation of its water project activities to be recognized virtually on the Grantors website and dashboard. Should a specific WHOLE WORLD Water member earmark funds for said project, then their marks will also be highlighted.

- I.5. Local Laws: The Grantee is solely responsible for compliance with local laws governing the clean and safe water projects in each jurisdiction in which the clean and safe water projects are being executed.

- I.6. Training Program: As part of the Grantee’s strategy for providing sustainable sources of clean and safe water, the Grantee will work with and engage the community in all aspects of the project including but not limited to; training committees, maintenance, education about safe usage, hygiene and sanitation.

WHOLE WORLD Water Fund, LTD

By: _____

Date: _____

Grantee Name: _____

By: _____

Date: _____

GRANT AGREEMENT

Addendum 3

REPORTING REQUIREMENTS

1. Initial Report: Prior to signing this Agreement, Grantee will provide the Grantor with an implementation plan and budget, which plan and budget will be deemed to be part of this Agreement.
2. Updates: The Grantee shall provide the Grantor with two semi-annual progress updates, each covering the six-month period immediately preceding the report. The report may include narrative about the project such as freshwater reports, the progress of training committees and any relevant information about the community being served. Any issues that have come up which are delaying progress or interrupting the scheduled work plan should also be reported. The six-month report shall be referred to as the “Midterm Report” attached here as Addendum 4, and the twelve-month report shall be referred to as the “Completion Report”, attached here as Addendum 5.
3. Grantee will use mWater to conduct baseline water point and household surveys, as well as collect rich narrative, photo's and video. This will be uploaded to the WHOLE WORLD Water portal.

GRANT AGREEMENT

Addendum 4

MIDTERM REPORT

SIX-MONTH UPDATE

Grant # _____

Dates Covered: MM/DD/YYYY

STATUS UPDATE:

WATER POINT AND WATER USER UPDATE:

Progress on Milestones	Date of completion	Status	Comments
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

GRANT AGREEMENT

Addendum 5

COMPLETION REPORT

TWELVE-MONTH UPDATE

Grant # _____

Dates Covered: MM/DD/YYYY

STATUS UPDATE: (narrative completion description)

WATER POINT AND WATER USER UPDATE: (changes to water points supported by reasons)

Final Milestone Report	Date of completion	Status	Comments
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

FINAL FINANCIAL REPORT

Category	Budget	Actual	Comments
Personnel	_____	_____	_____
Materials	_____	_____	_____
Transportation	_____	_____	_____
Consumables	_____	_____	_____
Support	_____	_____	_____
Capital Expenses	_____	_____	_____
Cost per person	_____		
Cost per project	_____		
Exchange rate	_____		

Summary of Sustainability Plan:

Overview of Site Monitoring and Evaluation Post-Plan:

GRANT AGREEMENT

Addendum 6

NARRATIVE, PHOTO AND/OR VIDEO REQUIREMENTS

100% of the money raised through WHOLE WORLD Water members contributions from the sale of WHOLE WORLD Water is invested in clean and safe drinking water projects around the world. We will highlight all of our projects on the WHOLE WORLD Water Fund website. This will include a map geographically identifying where our projects are being implemented, stories, photos and videos denoting progress and success. Below are the requirements so we can tell the stories about our good work together to our members and to the world:

PHOTO/VIDEO IDEAS

- Daily users at the water point with water flowing (children, mothers, etc)
- The surrounding community to put the story in context
- The Implementation Team
- Before and after photos

RULES TO FOLLOW FOR PHOTOS & VIDEO

- The photos should be in focus and at least 12 megapixels (3200 x 2400) Please make sure the photos aren't compressed in any way when submitted. Original photos are best.
- Videos should be converted to .mov format
- If it's a sunny day, put the sun behind you so that the photo does not get washed out
- Have fun! These photos are telling a story about giving people access to clean and safe water.

THE NARRATIVE

When writing the narrative, talk about your journey as it relates to this project. How you discovered it, the people you met along the way and the joy of seeing your project completed. Make the story personal, visceral. Bring in personalities. Talk about the challenges and the associate solutions. It doesn't have to be long, just poignant, and funny if you like!

HOW TO DELIVER CONTENT

We will set up a folder structure in our file storage system for you to use to upload your photo's video and stories.