

**QATAR
FOUNDATION
INTERNATIONAL, LLC**

عضو في مؤسسة قطر
Member of Qatar Foundation

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QFI.org

GRANT INFORMATION

GRANT NUMBER: G-1512-56267

GRANT RECIPIENT: Austin Independent School District
ADDRESS: 1111 W. 6th Street, A-450
Austin, TX 78703

PROJECT DIRECTOR: Tina Dong
TELEPHONE: 512-414-4212
EMAIL: tina.dong@austinisd.org

GRANT AMOUNT: \$100,000.00

GRANT PERIOD: March 1, 2016 – June 30, 2017

TITLE OF PROJECT: School Projects
PURPOSE OF GRANT: Support of Arabic Language and Culture Program

GRANTEE INSTITUTION FINANCIAL OFFICER: Nicole Conley

March 1, 2016

Tina Dong
Austin Independent School District
1111 W. 6th Street, A-450
Austin, TX 78703

Dear Ms. Dong,

I am pleased to confirm that Qatar Foundation International, LLC (the "Foundation") has approved a grant in the amount of **\$100,000.00** (one hundred thousand dollars) to Austin Independent School District (the "Grantee") in support of the Arabic program during 2016-2017.

This letter and its attachments specify the terms and conditions of accepting our grant. The attachments are:

- Attachment 1 – General Grant Terms, Conditions, and Understandings
- Attachment 2 – Approved Budget
- Attachment 3 – Reporting Requirements
- Attachment 4 – Teacher Requirements
- Attachment 5 – Requirements for Grant Modifications

The Attachments are incorporated into this grant letter and are a part hereof.

Please read all the terms and conditions carefully. If you are in agreement with the description and terms of the grant, please sign below, retain a copy for your records, and return a countersigned copy to the Foundation as soon as possible.

By signing this agreement, you warrant that (1) you have read and agree with the description and terms of the grant and (2) your organization is currently a tax-exempt public charity, not a private foundation.

Please note the reporting requirements and what needs to be in each report.

Date	Payment	Milestones
March 15, 2016	\$ 100,000.00	• Signed grant agreement
Total	\$ 100,000.00	

Renewal of funding is not guaranteed. Renewal requests will be considered based on the submission of the requirements listed in the attachments below, program evaluation at scheduled site visits, and compliance with all grant conditions.

Description of Grant: The grant is meant to support your Arabic language and Arab culture program in accordance with your proposal. Expenditures must adhere to the approved budget, appended as Attachment 2. Grants may not be used for any other purpose without the Foundation's written agreement. Any grant funds not used for the purposes outlined above by June 30, 2017, shall be returned to the Foundation.

Responsibility for the Grant: The Grantee shall be fully responsible, liable, and accountable for all sums received under this grant. The Grantee is fully responsible for any and all tax consequences of this award. The Grantee shall exercise the same care in the administration of the grant as it exercises in the administration of its own funds, giving due regard to economy and efficiency. The Foundation expects the Grantee to follow its established policies and procedures, as long as they are not inconsistent with any other clause in this agreement. The Grantee's financial records must record all receipts and expenditures of grant funds separately from other funds.

Reporting Schedule: Interim reports on this grant are due by January 1, 2017, and should include a narrative report, financial report, list of materials purchased, and any curricular materials developed with grant funding. Provisional reports are due by May 15, 2017 and should include a narrative report, financial report, list of materials purchased since the interim report, and any curricular materials developed with grant funding since the interim report. Final financial and narrative reports are due by June 30, 2017, and should cover anything not relayed in the provisional report. Progress and financial reporting requirements are described in Attachment 3.

Published Materials: The Grantee shall send one copy of each publication produced in connection with this grant, including books, video, newsletters, CDs, press releases, journal and newspaper articles, and conference proceedings, to the Foundation within 15 days of the date that such items are produced.

Grant Contact: Please direct all reports and inquiries pertaining to the management of this grant to:

Kelly Doffing
Arabic Language and Culture Program
Qatar Foundation International, LLC


1400 Eye Street NW, Suite 200
Washington, D.C. 20005
Tel. (202) 652-0147 ext. 2030
Email: kdoffing@qfi.org

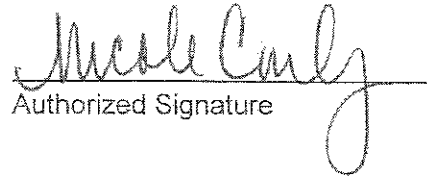
We look forward to working with you during the coming year.


Sincerely,

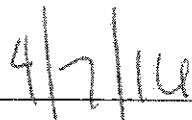
Maggie Mitchell Salem
Executive Director


This agreement is to be signed by an officer of the Grantee who is duly authorized to sign on behalf of the organization, and by the project director of the organization to signify that both agree with the terms and conditions specified above and in the attachments to this letter. If the project director is authorized to sign on behalf of the organization, the same person may sign in both capacities. The Grantee represents that the execution and delivery of this agreement has been authorized by appropriate action of the governing body of the Grantee and that the persons signing below on its behalf have been duly authorized to execute this agreement on its behalf.


Authorized Signature


Authorized Signature


Date


Date

APPROVED AS TO LEGAL FORM


ATTACHMENT 1: GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated March 1, 2016 to which these General Grant Terms, Conditions, and Understandings are attached, Qatar Foundation International, LLC (the Foundation) is awarding this grant to the Grantee contingent upon the following:

Anti-Terrorism Clause: The Grantee represents and warrants that neither the Grantee nor any agent of the Grantee currently does, or in the future will, directly or indirectly engage in, promote, or support other organizations or individuals who engage in, promote, or support terrorist activity.

Choice of Law and Agreed Venue: This agreement shall be construed under and governed by the laws of the State of Texas. As the Grantee is a local governmental entity, venue for any legal action shall lie in Travis County, Texas under the jurisdiction of the U.S. Federal District Court for the Western District of Texas.

Copyright: The Foundation, through its employees or consultants and without using the Grantee's leadership training materials or other Grantee information including, without limitation, ideas, documents, records, writing, drawings, plans, programs, know-how, processes, designs and data (collectively, "Grantee's Proprietary Information"), may develop ideas, works of authorship, documents, records, proposals, writings, drawings, plans, schematics, computer software or programs, know-how, processes, designs, and data (collectively, "Inventions") which relate to the project funded by the grant, including without limitation a "toolkit" used to collect and disseminate lessons learned from the implementation, evaluation, or any other aspect of the program. The Foundation shall own the Inventions and shall be deemed the author or creator thereof; provided, however, the Grantee (or the Grantee's consultants/employees (collectively, the "Grantee's Agents") if so determined by the Grantee) shall own and shall be deemed the author or creator of any teaching materials or lesson plans and any materials developed by Grantee or incorporating Grantee's Proprietary Information or other Grantee information including, without limitation, ideas, documents, records, writing, drawings, videos, CDs, DVDs, plans, programs, know-how, processes, designs and data (collectively, the "Grantee Teaching Materials") created under this program. For the Foundation's purposes, the Grantee hereby grants to the Foundation a royalty-free, worldwide, nonexclusive, and irrevocable license to use, reproduce, or publish, the Grantee Teaching Materials developed in connection with this project, and to create edits or adaptations of the Grantee Teaching Materials developed in connection with this project and related solely to Arabic language and culture, solely for nonprofit educational purposes. The Grantee shall cause any of the Grantee's Agents with an ownership interest in the Grantee Teaching Materials to acknowledge in writing the Foundation's right and license under the terms stated herein.

Grantee shall permit others to use the Grantee Teaching Materials for nonprofit, educational uses, and hereby grants to the Foundation the right to distribute the Grantee Teaching Materials online (or using other methods) under the terms permitted in the Creative Commons Attribution Non Commercial Share Alike 3.0 license, as currently available at: <http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>. Notwithstanding anything herein to the contrary, the Grantee Teaching Material may not be used or licensed by any party, directly or indirectly, for any commercial purposes.

Counterparts: This agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

Enforceability of Agreement/Binding Agreement: Notwithstanding any common law rule to the contrary, the Foundation shall have the standing to enforce in any appropriate court of competent jurisdiction all of the covenants made by the Grantee herein, and the Grantee hereby expressly waives any defense based on an alleged lack of standing by the Foundation to sue the Grantee under this agreement. This agreement is binding upon and shall be for the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this agreement is not assignable by the Grantee.

Expenditure of Funds: This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the Foundation's prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the grant period shall be returned immediately to the Foundation.

The Grantee may not expend any grant funds (a) to participate in, or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, or (b) to attempt to influence legislation (including without limitation attempting to influence public opinion) or for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

The Foundation's Logo: Within 30 days of signing of the grant agreement, the Foundation's logo will be included by the Grantee on the appropriate materials listing Grantee's partners/funders, including, but not limited to, the Grantee's website.

Hold Harmless: To the extent permitted by Texas state law, the Grantee agrees to hold the Foundation, its officers, directors, and employees harmless from any cost, damage, claim, liability, or expenses, including attorney's fees incurred by the Foundation or any amounts claimed by any third party against the Foundation in connection with activities conducted by the Grantee under the grant-funded project.

Integration Clause: This agreement is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein; it is a "complete integration." No course of prior dealings between the parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. No representations, undertakings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. Oral promises or representations, if any, made by either party before the execution of this agreement, but not written herein, shall be null and void and of no force and effect, and shall not be admissible in a court proceeding between the parties, including an action of "fraud in the inducement of contract."

No Assignment or Delegation: The Grantee may neither assign nor transfer any of the Grantee's rights nor delegate any of the Grantee's obligations under this grant without prior written approval from the Foundation.

Paragraph Titles: Captions contained in this agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this agreement or the intent of any provision hereof.

Procurement of Goods and Services: The Grantee acknowledges that the Foundation is making the grant in reliance upon the fact that the grant proceeds will be spent wisely and expenditures will not be made if the amount payable is more than a market price. Prior to signing a contract for equipment or services at the cost of \$5,000 or more, the Grantee shall satisfy itself (either by obtaining multiple bids or by using other commercially reasonable procedures) that the cost payable under the contract is no more than a market price. At the request of the Foundation, the Grantee shall provide the Foundation with a written explanation of how the proposed vendor was selected and the basis on which the Grantee determined that the amount payable under the contract is no more than a market price. If the Foundation, in its sole discretion, determines that the contract price for the goods or services does not reflect a market price then the grantee shall not enter into the contract. Any purchased Goods and Services under this grant shall remain in the possession of the grantee and/or any other beneficiary of equipment named in the proposal for at least five years. Any proposal to dispose of goods before the end of the five-year period must be submitted by the grantee in writing to the Foundation and approved by the Foundation, in its sole discretion, before the goods can be disposed of.

Title to goods purchased under the grant shall be vested in the Grantee, except the equipment designated for other beneficiaries as requested in your proposal and budget. The Grantee agrees to ensure that all equipment purchased with grant funds will be installed and maintained on the premises of the grantee and/or beneficiary's institution. In addition, the Grantee agrees to ensure that such equipment shall be used primarily for grant-supported activities and exclusively

for bona fide educational purposes¹. Finally, the Grantee shall set up an appropriate system (and cause any other beneficiary hereunder to set up an appropriate system) and provide proof of this system in order to stay in compliance with the grant. The Grantee shall adequately safeguard all assets and shall purchase insurance to protect the equipment against theft, fire, or other losses and shall ensure any beneficiaries under this grant will comply as well.

Publicity: The Grantee will allow the Foundation to review and approve, which approval shall not be unreasonably withheld, the text of any proposed publicity concerning this grant prior to its release. Any publicity that the Grantee proposes must include recognition of the Foundation's financial support. The Foundation may include information regarding this grant, including the amount and purpose of the grant, photographs provided by the Grantee, the Grantee's logo or trademark, or other information or materials about the Grantee's organization and its activities, in the Foundation's periodic public reports, newsletters, news releases and on the Foundation's website. Except as otherwise provided herein, no party shall use the other party's name, logo or trademark without the prior written consent of such other party.

Published Materials: The Grantee shall provide one copy of each publication produced in connection with this grant, including curricula, books, video, newsletters, CDs, press releases, journal and newspaper articles, and conference proceedings, to the Foundation within 15 days of the date that such items are produced.

Records and Reports: The Grantee is required to keep a record of all receipts and expenditures relating to this grant and to provide the Foundation with periodic written financial and narrative reports summarizing the project promptly following the end of the period during which the Grantee is to use all grant funds. The Foundation will also require interim reports. The Grantee's reports should describe progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. The Grantee shall also provide any other information reasonably requested by the Foundation. If the Grantee obtains any audited financial statements covering any part of the period of this grant, the Grantee shall provide a copy to the Foundation as well.

Record Retention and Access: The Grantee shall retain all financial records and other records pertinent to the grant, along with copies of any reports submitted to the Foundation, for no less than four years after submission of final financial and narrative reports.

The Foundation or any of the Foundation's duly authorized representatives, with five days written notice, shall have access during regular business hours to any pertinent books, documents, papers, and records of the Grantee for the purpose of making such financial audits, verifications, or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

¹ Projects with specific equipment requests as identified in your proposal should always receive first priority, before equipment can be used for any other educational purpose.

Required Notification: The Grantee is required to provide the Foundation with immediate written notification of: (1) the commencement of any audit of the Grantee's tax-exempt status by the Internal Revenue Service or any state agency; (2) any changes in the Grantee's tax-exempt status; (3) the Grantee's inability to expend the grant for the purposes described in the grant award letter; or (4) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Right to Modify or Revoke: The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award if, in the Foundation's reasonable discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or this grant; or (4) for any other reason. In addition, the Foundation reserves the right upon written notice to Grantee to require that Grantee refund all or a portion of the grant proceeds within 60 days of the notice if the Foundation determines, in its reasonable discretion, that such refund is required: (1) because the Grantee used the grant funds for any purpose other than that allowed under the grant documentation or (2) to comply with requirements of any law or regulation applicable to the Grantee or the Foundation.

The Foundation also reserves the right to terminate support in the event the Grantee changes its legal structure or the project director or financial officer. The Grantee agrees to notify the Foundation in writing at least 30 days in advance of any change in its legal structure or the project director or the financial officer.

If the Foundation does not receive signed copies of its grant award letter, of which these general grant terms are Attachment 1, within 14 days after the date of the Foundation's grant award letter, this grant may be revoked.

Should the grant be terminated pursuant to this agreement for any reason, all unexpended grant funds shall be returned to the Foundation, all unpaid grant funds shall be canceled by the Foundation, and, when reasonably possible, all equipment purchased with grant funds shall be returned to the Foundation.

Except as herein provided, this agreement cannot be modified or amended except in writing signed by both the Foundation and the Grantee.

Severability of Provisions: Each provision of this agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid.

Tax-Exempt Status: Unless a school or school district, the Grantee is a not-for-profit organization currently recognized by the Internal Revenue Service as a public charity, as

described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code. The Grantee represents and agrees as follows:

- If the Grantee is a supporting organization described in Section 509(a)(3) of the Code, the Grantee is either a Type I or Type II supporting organization or a Type III supporting organization which is functionally integrated,
- The Grantee's tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to the Foundation,
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to the Grantee's tax-exempt status under Sections 501(c)(3) and 509(a) of the Code, and
- The Grantee agrees to notify the Foundation immediately if there is any change in the Grantee's public charity status.

Transparency: Grantee agrees to make its teachers aware of the level of funding available under this grant for materials, supplies, and cultural events in compliance with the grantee budget attached. Request for budget modifications regarding any budget lines, which include materials, supplies, and cultural events, will be rejected unless Grantee can prove that it has complied with the conditions contained in the above referenced section.

Waiver: The failure of any of the parties, at any time, to enforce the provisions or conditions set forth herein or to exercise any right set forth in this agreement shall not constitute a waiver thereof nor affect the right of such party to enforce or preform them in the future.

Word Meanings. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

In the sole discretion of the Foundation, refusal to comply with any parts of these terms and conditions could result in the immediate termination of the grant and a requirement for the Grantee to return all or any part of the funds advanced under the grant.

ATTACHMENT 2: APPROVED BUDGET

BUDGET REQUESTS			
Budget Item	Grant Amt Requested	Grant Amt Recommended	% of Total Recommended
Instructional Resources	\$9,000.00	\$6,000.00	6%
Curriculum Development	\$4,000.00	\$4,000.00	4%
Teacher Compensation	\$90,000.00	\$90,000.00	90%
Total Grant:	\$103,000.00	\$100,000.00	100%