



GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the date of last signature below (the “**Agreement Effective Date**”) by and between **The Barack Obama Foundation**, a District of Columbia nonprofit corporation having 501(c)(3) status under the Internal Revenue Code (the “**Foundation**”), and the recipient party identified below, an entity formed under the laws of Ohio (the “**Recipient**”). (The Foundation and Recipient may be individually referred to herein as “**Party**” and collectively as “**Parties**”).

Recipient:	City of Columbus - MBK Columbus 1410 Cleveland Ave, Columbus, Ohio 43211, United States Attention: Karim Jackson Email: kjackson@columbus.gov
Grant Amount:	\$25,000.00

The Parties agree as follows:

1. **Grant; Use of Funds.**
 - a. The Foundation wishes to provide financial support of \$25,000.00 (the “**Grant**”) to support the activities described in Exhibit A (the “**Grant Activities**”), and Recipient desires to receive such Grant.
 - b. Recipient will use the Grant to support the Grant Activities and in accordance with the Agreement and budget set forth in Exhibit B (“**Budget**”). Any change, modification, reallocation, or other adjustment to any planned use or expenditure that would result in a change of more than 10% of the Budget must be approved by the Foundation in writing.
2. **Disbursement of Grant.** The Grant will be disbursed according to the schedule and requirements set forth in Exhibit C attached hereto.
3. **Term and Termination of Agreement.**
 - a. This Agreement commences on the Agreement Effective Date and expires on August 31, 2026, unless earlier terminated as provided herein (the “**Term**”). Any right or duty of a Party based on either performance or a breach of this Agreement prior to the effective date of termination shall survive such termination.
 - b. The Foundation may terminate this Agreement or modify, suspend, or discontinue any payment of the Grant if: (i) the Foundation is not reasonably satisfied with Recipient’s progress on the Grant Activities; (ii) there are significant changes to Recipient’s leadership or other factors that the Foundation reasonably believes may threaten the Grant Activities’ success; (iii) there is a change in Recipient’s control; (iv) there is a change in Recipient’s tax status; (v) Recipient has misrepresented itself in any way to the Foundation; (vi) Recipient does not comply with any of the conditions described in this Agreement; (vii) this Grant, for whatever reason, is not able to be used, or not being effectively used, for the charitable purposes for which it was intended; (viii) Recipient is provisionally liquidated; (ix) if the Recipient misuses Grant funds under this Agreement; or (v) Recipient materially breaches any provision of this Agreement. Such termination or modification will be effective as of a date designated by the Foundation.
4. **Prohibition Against Certain Activities.** Recipient will not use funds for private inurement or improper private benefit or to influence legislation, affect the outcomes of elections, engage in political activities or to lobby, induce or encourage violations of law or public policy, undertake any activity for a non-charitable purpose, or in any manner that violates Section 501(c)(3) of the Internal Revenue Code. Recipient acknowledges that the Foundation has not designated the Grant to support lobbying activities or to otherwise support attempts to influence legislation. Recipient may not use Grant to reimburse any expenses incurred prior to the Agreement Effective Date.
5. **Responsibilities.**

- a. **Reporting.** Recipient will submit reports with such detail and in the form requested by the Foundation.
- b. **Conduct.** Recipient shall avoid any conduct that would compromise its or the Foundation's reputation, interest or goodwill.
- c. **Changes in Contact Information.** During the Term, Recipient is responsible for promptly updating the Foundation upon the change of mailing address, telephone number, email address or significant project staff, including the executive director.
- d. **Other Significant Changes.** During the Term, Recipient is responsible for promptly notifying the Foundation within 30 days of any significant changes in Recipient's organizational structure, purpose, leadership, financial situation, or other circumstance that could affect the terms of the grant or jeopardize Recipient's ability to successfully comply with the terms of this Agreement.

6. **Communications; Recipient Marks; Submissions; Releases.**

- a. **Communications Guidelines.** Detailed communications guidelines may be made available to the Recipient after execution of this Agreement (the "**Communications Guidelines**"). Recipient will adhere to any such Communications Guidelines provided by the Foundation. The Foundation may ask Recipient to remove or alter any content published by Recipient that does not adhere to the Communications Guidelines.
- b. **Recipient Marks.** Recipient hereby grants to Foundation a perpetual, non-exclusive, transferable, royalty-free, sublicensable right and license to use Recipient's Marks in connection with the Grant Activities. The Foundation may include information about the Grant, including Recipient's name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosures. For purposes of this Agreement, "**Recipient Marks**" means, all marks, logos, trade names, symbols and other words owned and/or used by Recipient as an indicia of source or to represent, or otherwise indicate an affiliation with, Recipient.
- c. **Submissions.** When the Recipient voluntarily, or on the Foundation's request, provides non-confidential comments, statements, stories, photographs, video, audio and/or other recordings, content, or media to the Foundation ("**Submissions**"), the Recipient grants the Foundation a perpetual, irrevocable, worldwide, sublicensable, royalty-free license to publish, reproduce, distribute, publicly perform, publicly display, edit, modify, create derivative works of and otherwise use the submissions in any manner or media and for any reasonable purpose at the sole discretion of the Foundation. The Recipient represents and warrants that it has all rights necessary to grant the foregoing rights and permission, including consents and releases from any Recipient Guests (or their parents/legal guardians as applicable) featured or depicted in its Submissions, and that no infringement or violation of any third party rights, including intellectual property rights, rights of publicity, or rights of privacy, will result from the use of its Submissions.
- d. **Photograph and Video Release.** The Foundation may document Grant Related Programming and other activities and programming in which the Recipient participates with photography, videography and/or sound recordings, including without limitation screencasts, screenshots, or recording of virtual Grant Related Programming (such as webinars or other online sessions) and may distribute or disseminate other communications, publications or media about the Grant and Grant Related Programming and the Recipient's and Recipient Guests' participation therein. The Recipient acknowledges and consents to the Foundation's right to make and use such materials in accordance herewith. The Recipient hereby grants the Foundation and its designees permission to use the likenesses, names, images, biographic information, voices ("**Likeness**") of the Recipient and any Recipient Guests and any material based thereon or derived thereon in photographs, videos, recordings, or other digital media ("**Content**") in any and all of its publications, including web-based publications, and in other publications or media, without further approvals or payment or other consideration. The Recipient agrees that all Content will be the sole property of the Foundation, and the Foundation may edit, distribute, publish, reproduce and otherwise exploit such Content. The Recipient also irrevocably authorizes the Foundation to reasonably edit, alter, copy, exhibit, publish, or distribute the Content for any lawful purpose. In addition, the Recipient waives any right to inspect or approve the finished Content products.
- e. **Release Forms.** The Recipient shall obtain, and is solely responsible for obtaining, signed consents and releases (the "**Releases**"), as applicable, covering its Recipient Guests' participation in Grant Related Programming, including any minor participants, granting the Foundation the right to document Grant

Related Programming and other activities as described in this Agreement. The Recipient hereby irrevocably transfers and assigns to the Foundation, and the Foundation hereby acquires from the Recipient, all of the Recipient's rights, title and interests in and to all Releases collected by the Recipient pursuant to this Agreement. The Recipient shall give the Foundation, and any Foundation designee, all reasonable assistance and shall execute all documents necessary to assist and/or enable the Foundation to perfect, preserve, register and record its rights in any and all such Releases.

7. **Foundation Events.**

- a. If the Recipient or any Recipient Guests will attend any Foundation Event, the Recipient agrees to comply with, and to ensure that Recipient Guests are aware of and comply with, the Foundation's 501(c)(3) Guidelines (regarding compliance with Section 501(c)(3) of the United States Internal Revenue Code) found at obama.org/charity-law-compliance (the "**Charitable Organization Guidelines**") and any event policies (including any health, safety, or conduct policies, including the Foundation's event code of conduct available at <https://obama.org/event-policies>) for such Foundation Event ("**Event Policies**" and together with the Charitable Organization Guidelines, the "**Event Guidelines**"), which Event Guidelines are subject to change from time to time at the Foundation's sole discretion. At Foundation Events, the Recipient must, and must ensure that Recipient Guests, comply with all reasonable directions of the Foundation. The Foundation reserves the right to deny entry to any Foundation Event to any specific individual (including any Recipient Guest) in its sole discretion. The Recipient acknowledges that: (i) it is responsible for its own security and property at any Grant Related Programming; and (ii) to the fullest extent permitted by applicable law, the Recipient releases and indemnifies the Foundation Indemnities from any and all liability for any and all Claims related to or on account of injury, death, or property damage arising out of or attributable to, directly or indirectly, Recipient's and/or Recipient Guests' attendance at or participation in any Grant Related Programming, whether arising out of the negligence of the Foundation or any Foundation Covered Parties or otherwise (excluding gross negligence).
- b. Minors may only attend Grant Related Programming with the express invitation from and consent of the Foundation. The Foundation will determine in its sole discretion whether any Foundation Event is open to minors. If any minor from the Recipient's community attends (whether in-person or virtually) any Grant Related Programming, such minor must be chaperoned by the Recipient at all times during the entirety of such Grant Relating Programming. The Recipient shall provide, and is solely responsible for providing, chaperones for any minor from the Recipient's community. As between the Recipient and the Foundation, the Foundation is not responsible for any minor from the Recipient's community regardless of whether Foundation personnel are present at such Grant Related Programming. The Recipient shall not invite any minor or otherwise allow any minor to participate in Grant Related Programming without a Release signed by such minor's parent or legal guardian.
- c. For purposes of this Agreement:
 - i. "**Grant Related Programming**" means any Foundation Event and any third-party program, function, event, meeting, session, webinar, networking, or activity that the Recipient is invited to as a result of or in connection with the Grant or any Grant Activities.
 - ii. "**Foundation Event**" means any Foundation programming, functions, events, meetings, sessions, webinars, networking, or activities hosted by the Foundation (whether in-person or virtual).
 - iii. "**Recipient Guests**" means any Recipient Personnel, any Recipient program participants, and any other guests or invitees of the Recipient.
 - iv. "**Recipient Personnel**" means the Recipient's directors, officers, managers, employees, contractors, subcontractors, agents, representatives, affiliates, volunteers, and any other person under the Recipient's direction or control or acting with authority from the Recipient.

8. **Publicity; Non-Disparagement.**

- a. **Publicity.** Unless otherwise expressly permitted by this Agreement, the Recipient shall not (i) use the names, logos, service marks or trademarks, or otherwise identify or refer to the Foundation or its directors, officers, employees, agents, representatives, contractors, principals, affiliates, donors, products, services or programs, or President Barack Obama, First Lady Michelle Obama, or their children, parents, siblings or

other family members (collectively, including the Foundation, “**Foundation Covered Parties**”), or (ii) use, identify or refer to the Grant, in the case of either subsection (i) or (ii) in any press releases, publicity, marketing, promotional material, or in any other public manner (including without limitation on a website or any social media channel) without the prior written consent of the Foundation. If the Foundation approves, in its sole discretion, any type of use or activity described in this Section 6(a), the Recipient (A) shall comply with any use guidelines or restrictions communicated by the Foundation to the Recipient, (B) shall not disclose non-public details about the Agreement, the Grant, or other Protected Information, and (C) must accurately represent itself and its status as a grantee of the Foundation. Notwithstanding the foregoing, the Recipient may list the Foundation in an alphabetical list of funders in Recipient’s annual report or regular newsletter or website in the same manner as any other funders of similar size or contribution.

- b. **Non-Disparagement.** Recipient shall not make any oral or written statement or other communication that disparages or places in a false or negative light any Foundation Covered Party, any affiliates thereof, the respective principals, officers, directors, employees, investors, partners, managers, members, products or services of the Foundation or any of its affiliates, or President Barack Obama, First Lady Michelle Obama, or their children, parents, siblings or other family members; provided, however, that nothing herein shall preclude Recipient from testifying as required by lawful subpoena or other legal process or making good faith reports to governing regulatory bodies or authorities.
9. **No Other Financial Responsibility.** Neither the Foundation nor any of its officers, executives, directors, principals, shareholders, affiliates, employees, agents, representatives, or contractors, or executive has any other financial commitment to Recipient under this Agreement or any other agreements beyond what is stated herein.
 10. **Return of Funds.** Any funds that have not been properly used for, or committed to, the Grant Activities upon the expiration or the termination of this Agreement must be returned promptly to the Foundation, or applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.
 11. **Representations and Warranties.** Recipient hereby represents and warrants to the Foundation, with the intention that the Foundation rely thereon in entering into this Agreement, that:
 - a. All the information Recipient has provided and will provide to the Foundation is true and accurate.
 - b. Recipient: (i) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (ii) is in compliance with all applicable statutes, laws, ordinances, regulations, rules, codes, constitutions, treaties, common law, governmental orders or other requirements of rules of law promulgated by any government authority; (iii) does not and will not support terrorism or employ or deal with entities or individuals known or believed by Recipient to support terrorism; (iv) will take reasonable steps to ensure that any funds provided by the Foundation are not distributed or used to provide comfort, aid or support to terrorist organizations; and (v) will not 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 Foundation or the Grant Activities, including by assisting any party to secure an improper advantage.
 - c. All Grant funds will be used for charitable purposes.
 - d. Recipient has the registrations, licenses, permits, and governmental approvals required to perform Recipient’s responsibilities under this Agreement. Upon the Foundation’s request, Recipient shall submit copies of any required registrations, licenses, permits or governmental approvals required to perform Recipient’s responsibilities under this Agreement to the Foundation.
 - e. This Agreement does not and will not materially breach any agreement between Recipient and any third party, and Recipient has not entered into and will not enter into any agreement, either written or oral, in conflict with Recipient’s obligations under this Agreement.
 12. **Insurance.** City of Columbus is self-insured and will provide proof upon request.
 13. **Indemnification.**

- a. As a governmental entity, and pursuant to Columbus City Charter Sec. 159, Ohio Revised Code 5705.41, and Ohio Attorney General Opinion 2003-035, Recipient is prohibited from indemnifying Foundation. The Foundation shall defend, indemnify and hold harmless Recipient and Recipient's officers, directors, employees, managers, shareholders, partners, affiliates, successors and assigns from and against any and all Claims based upon or occasioned by or in connection with (i) any negligence, gross negligence or willful misconduct or strict liability of the Foundation or any person under the Foundation's direction or control, and/or (ii) a breach of this Agreement by the Foundation.
- b. If any Claim is asserted that would entitle a Party (or its officers, directors, employees, managers, shareholders, partners, affiliates, successors or assigns) to indemnification pursuant to this Agreement, such Party (the "**Indemnified Party**") shall give prompt written notice thereof to the other Party (the "**Indemnifying Party**"). The Indemnifying Party may elect to direct the defense or settlement of any such Claim by giving written notice to the Indemnified Party, which election will be effective immediately upon receipt by the Indemnified Party of such written notice of election. The Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such Claim, or to compromise, settle or otherwise dispose of the same, if the Indemnifying Party deems it advisable to do so, all at the expense of the Indemnifying Party; *provided* that the Indemnifying Party shall not settle, or consent to any entry of judgment in, any Claim without obtaining either: (i) an unconditional release of the Indemnified Party from all liability with respect to all claims underlying such Claim; or (ii) the prior written consent of the Indemnified Party. An Indemnified Party shall not settle, or consent to any entry of judgment, in any Claim without obtaining the prior written consent of the Indemnifying Party. The Parties shall fully cooperate with each other in any Claim and shall make available to each other any books or records useful for the defense of any such Claim.

14. **Confidentiality.**

- a. For purposes of this Agreement, "**Protected Information**" means any and all non-public, confidential, or proprietary information about the Foundation disclosed before, on, or after the Agreement Effective Date, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: (i) information concerning the Foundation's: business, fundraising, operations, plans, finances, strategies, methodologies, or other affairs; capital and assets; technology and proprietary information of the Foundation; proprietary methods and processes; source code; data, lists, models, analytics, digital assets, and databases, and information contained therein; technical, financial and business information and data; lists of actual or potential donors; lists of individuals that are attending or invited to Foundation Events; details of Foundation Events not open to the general public (including, without limitation, time and place of events); (ii) the existence and terms of this Agreement and any business or other relationship now or subsequently existing between Foundation and the Recipient; and (iii) all information that the Foundation is required by third parties to keep confidential. Information shall not be considered Protected Information hereunder to the extent, but only to the extent that, such information (A) is or becomes publicly known and made generally available in the public domain through no action or inaction (including through no fault, default, or breach) of the Recipient or its Representatives, (B) is or was rightfully acquired by the Recipient from an independent third party on a non-confidential basis without a breach of such third party's obligations of confidentiality, whether by a legal, contractual or fiduciary obligation, or (C) if such information is or was independently developed by the Recipient without use of or reference to any Protected Information or any materials or data of the Foundation, as shown by documents and other competent evidence in Recipient's possession.
- b. To the extent permitted by applicable law, the Recipient shall use any Protected Information disclosed to it or otherwise made available to the Recipient solely for the purpose of fulfilling its obligations under the Agreement and shall keep such Protected Information strictly confidential until such time, if ever, such Protected Information becomes available to the public (other than as a result of a disclosure by the Recipient or any of its Representatives in violation of its or their confidentiality obligations). The Recipient shall treat the Protected Information with at least the same degree of care as the Recipient uses to safeguard from unauthorized disclosure its own confidential and proprietary information of like

importance, but in no event less than a reasonable degree of care. To the extent permitted by applicable law, the Recipient will not, without the prior written consent of the Foundation, (i) use any Protected Information other than in connection with this Agreement, or (ii) disclose, in any manner or via any media whatsoever, any such Protected Information other than to its Representatives. The Recipient may disclose Protected Information, on a need-to-know basis, to any of its directors, officers, managers, controlling members, employees, agents, approved subcontractors, affiliates, financing sources, or advisers (including, without limitation, attorneys, accountants, consultants, bankers and similar financial advisors) (collectively, “**Representatives**”) who (i) Recipient believes need to know the Protected Information for purposes directly related to this Agreement, (ii) are informed of the confidential nature of the Protected Information, and (iii) agree to abide by the confidentiality provisions of this Agreement. The Recipient will be responsible for any breach of this Agreement by any of its Representatives.

- c. To the extent permitted by applicable law, in the event that the Recipient or any of its Representatives becomes legally compelled to disclose any of the Protected Information, the Recipient will notify the Foundation promptly so that the Foundation may seek a protective order or other appropriate remedy, or, in the Foundation’s sole discretion, waive compliance with this Section 13.
- d. For the avoidance of doubt, if the Recipient has previously executed a non-disclosure agreement in favor of the Foundation, nothing contained herein shall abrogate or in any way limit the terms and provisions of any such existing non-disclosure agreement (if any, an “**Existing NDA**”).

15. **Retention of Records.** Recipient’s records relating to the Grant Activities shall be kept in accordance with generally accepted principles of accounting, shall be retained by Recipient for a period of no less than five (5) years and shall be available to the Foundation or the authorized representative of the Foundation for audit and review during normal business hours.

16. **Ownership of Work.**

- a. Unless otherwise noted in the proposal for the Grant, the Foundation expects that the Recipient will own the resulting intellectual property generated with Foundation support. The Foundation will not take any actions that limit free public access to those materials. If applicable, Recipient hereby grants the Foundation a license to exercise all copyrights with respect to all work products created and data generated under this grant in all media now known and later developed. This license is non-exclusive, royalty-free, paid up, worldwide, perpetual, irrevocable, sub-licensable, and transferable.
- b. Nothing in this Agreement shall grant Recipient any right, title or interest in any intellectual property rights or Protected Information of the Foundation.

17. **Performance Covenants.**

- a. Recipient and its employees and representatives shall at all times comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees. If any discrepancy or inconsistency should be discovered between the specifications established for the Grant Activities and any law, regulation, ordinance, order or decree applicable to the performance of the Grant Activities, Recipient shall immediately report such discrepancy or inconsistency to the Foundation and shall conform its Grant Activities to any orders or instructions issued by the Foundation.
- b. Recipient will notify the Foundation in writing if: (i) Recipient is served with a notice of violation of any law, regulation, permit or license which relates to the Grant Activities hereunder; (ii) proceedings are commenced which could lead to revocation of permits, licenses or other governmental authorizations which relate to the Grant Activities; (iii) permits, licenses or other governmental authorizations relating to the Grant Activities are revoked; (iv) litigation is commenced against the Recipient which could affect the Grant Activities; (v) Recipient becomes the subject of (or has reason to believe it shall become the subject of) a claim or allegation of infringement, misappropriation, dilution or other violation of the rights of any third party, that could reasonably implicate the Grant Activities; or (vi) Recipient becomes aware that its equipment or facilities related to the performance of such Grant Activities are not in compliance with applicable laws, regulations, permits or licenses.

18. **Non-Discrimination.**

- a. Recipient shall not discriminate against any applicant for employment, any employee, or Grant beneficiary on the basis of race, color, religion, sex, gender identity, age, disability, national origin, ancestry, sexual orientation, LGBT status, marital status, parental status, military discharge status, or source of income.

19. **Miscellaneous.**

- a. ***No Authority to Bind.*** Nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Foundation, or the Foundation's officers, directors, principals, affiliates, representatives, partners, managers, employees or agents, on the one hand, and Recipient or Recipient's officers, directors, partners, managers, employees or agents, on the other hand. Recipient and its affiliates will have no right or authority to act for, represent, bind, obligate or commit the Foundation and will not attempt to enter into any contract, commitment, or other agreement, or incur any debt or liability of any nature in the name or on behalf of the Foundation. Unless otherwise specified in this Agreement, Recipient shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents. Recipient shall indemnify and hold the Foundation and its affiliates, officers, directors, employees and agents harmless from and against any and all liabilities, claims, demands, damages, and expenses (a) arising from any determination (whether judicially or administratively) that a relationship, other than that of independent contractor, exists between the Foundation and Recipient, or (b) in connection with hiring, termination, compensation, discipline, evaluation and resolution of complaints and grievances of Recipient's employees.
- b. ***Waiver.*** If either Party fails to enforce any of the provisions of this Agreement or any rights or remedies hereunder, such failure will not be considered to be a waiver of any of those provisions, rights, or remedies or in any way affect the validity of this Agreement. The failure of either Party to exercise any of such provisions, rights, or remedies will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or remedies that it has under this Agreement or pursuant to law. A Party shall be deemed to have waived a right of such Party under this Agreement only if the waiver is in a writing signed by the waiving Party.
- c. ***Entire Agreement; Amendment.*** Certain obligations of the Parties under this Agreement are set forth in the exhibits attached hereto, which exhibits are hereby incorporated by reference and made a part of this Agreement. This Agreement and all exhibits hereto, together with any Existing NDA (if applicable), constitute the entire agreement between Recipient and the Foundation. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Grant Activities set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both Parties. The captions in this Agreement are for the convenience of the Parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.
- d. ***Binding Effect; No Third-Party Beneficiaries; Assignment.*** This Agreement shall be binding on and inure to the successors and permitted assigns of the Parties. Subject to the immediately preceding sentence, no person or entity other than the Parties has or will have any rights or remedies under this Agreement. This Agreement shall not be assigned in whole or in part by the Recipient without first obtaining the prior written consent of the Foundation (which may be withheld in the Foundation's sole and absolute discretion), and any attempted assignment without the Foundation's prior written consent shall be void and of no force or effect. The Foundation may assign this Agreement, including assignment by operation of law, at any time, in its sole and absolute discretion, to the Foundation's nominee by giving the Recipient written notice of same, which notice shall specify the assignee and the effective date of assignment.
- e. ***Headings; Severability.*** The headings in this Agreement are for the convenience of the Parties and shall not constitute a part of this Agreement nor be considered interpretative thereof. Every Section, paragraph, part, term or provision of this Agreement is severable from others. If any Section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the Parties agree that such provision will be given the maximum effect possible, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found void, invalid or unenforceable. However, if any

provision of this Agreement cannot be so saved, this Agreement shall be considered divisible as to such provision, which shall be inoperative, and the remaining Sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

- f. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received; or (d) email, provided that such email delivery shall be followed within one (1) business day by delivery of such notice or communication pursuant to clause (a), (b) or (c) above, in which case notice shall be deemed delivered on the date of such email if received prior to 5:00 p.m. (time zone of the recipient) on a business day, but if not received prior to such time, then on the following business day. All notices to the Recipient shall be sent to the address set forth on page 1 of this Agreement, and all notices to Foundation shall be addressed as follows: The Barack Obama Foundation, 5235 S. Harper Ct., Suite 1140, Chicago, Illinois 60615, Attention: Chief Legal Officer, Email: legal@obama.org. The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided. The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided.
- g. **Attorneys' Fees.** In the event of litigation relating to this Agreement, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party the reasonable expenses and costs, including attorneys' fees and costs, such prevailing party has incurred in connection with such litigation, including any appeal therefrom.
- h. **Survival.** All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations with respect to the use of intellectual property and the rights and obligations set forth in Sections 6 (Communications; Recipient Marks; Submissions; Releases), 7 (Foundation Events), 8 (Publicity; Non-Disparagement), 13 (Indemnification), 15 (Retention of Records), 16 (Ownership of Work Product), and 19 (Miscellaneous).
- i. **Rights and Remedies; Equitable Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance, in equity, or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies. Recipient acknowledges and agrees that (i) a breach or threatened breach by the Recipient of any of its obligations under Sections 6 (Communications; Recipient Marks; Submissions; Releases), 7 (Foundation Events), 8 (Publicity; Non-Disparagement), 14 (Confidentiality), or any obligations relating to the use of any intellectual property would give rise to irreparable harm to the Foundation for which monetary damages would not be an adequate remedy, and (ii) in the event of a breach or a threatened breach by the Recipient of any such obligations, the Foundation will, in addition to any and all other rights and remedies that may be available to the Foundation at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security (to the extent permitted by applicable law), and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.
- j. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that this Agreement and any written instrument delivered in connection herewith may be executed by electronic methods (whether by .pdf scan sent via email or facsimile or by use of an electronic signature platform or application). Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar federal or state law,

rule or regulation as may be in effect from time to time, and the Parties hereby waive any objection to the contrary.

[SPACE BELOW INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

This Agreement has been executed and delivered by each Party's duly authorized representative as of the date set forth below.

Recipient:	Foundation:
City of Columbus - MBK Columbus	The Barack Obama Foundation
Signature: <i>Kym Douglas</i>	Signature: <i>Ammar Rizki</i>
Name: Kym Douglas	Name: Ammar Rizki
Title: Director	Title: CFO
Date: 11/4/2025	Date: 11/4/2025

EXHIBIT A
Grant Activities

The Recipient will use the Grant to advance locally-led strategies that improve opportunity outcomes for boys and young men of color through programming, systems change efforts, and community engagement activities. This work may focus on areas such as educational achievement, workforce readiness, safety, mentorship, and other locally defined priorities that contribute to long-term success.

EXHIBIT B
Budget

GRANTEE BUDGET	
Program Development & Execution – Strategy Design, milestone alignment, and goal setting facilitated by consultant	\$7,000
Data & Evaluation – Milestone-specific analysis, indicator development, reporting tools	\$6,000
Community Engagement – Stakeholder sessions, youth engagement, convening logistics	\$6,000
Marketing & Communications – Plan design, visual assets, milestone-focused messaging materials	\$3,000
Project Coordination – Convening and expanding the Collective Table, Project management and reporting	\$3,000
Total:	\$25,000

*Any change, modification, reallocation, or other adjustment to any planned use or expenditure that would result in a change of more than 10% of the Budget must be approved by the Foundation in writing.

EXHIBIT C
Reporting and Payment Schedule

1. **Reporting.**

- a. The Grant (and the Foundation's obligation to pay each installment thereof) is expressly subject to (x) Recipient's compliance with this Agreement and (y) Recipient's provision to the Foundation of:
 - i. A final spending report (in form, substance and detail reasonably acceptable to the Foundation) outlining the Grant Activities and a summary of receipts and expenditures with an itemized statement of costs incurred by Recipient in performance of the Grant Activities due on or before August 31, 2026.
 - ii. Each of the following:
 - Audited or equivalent financial statements
 - Single audit reports (including reports on compliance and other matters, reports on internal controls over compliance, and schedules of findings and questioned costs)
 - Any other audit reports covering compliance with other grants or regulations (i.e., state reports)
 - Any other reports or documentation as the Foundation may reasonably request
- b. For any report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for the relevant Grant period. If meaningful progress has not been made, the report should explain why not and what adjustments Recipient is making to get back on track.
- c. Recipient shall notify the Foundation in writing if Recipient desires to add or modify any target or milestone. The Foundation may approve or deny any change request in its sole discretion, and Foundation approval of any requested change is only valid if given in writing.
- d. The Foundation may, in its sole discretion, modify any reporting deadlines or requirements and will notify Recipient of any such changes in writing.

2. **Grant Payment Schedule.**

- a. The Foundation shall disburse the Grant in one installment of \$25,000, subject to the Recipient's compliance with the terms of this Agreement and after an approved invoice has been submitted by the Recipient upon execution of the Agreement. Invoices will be paid by the Foundation within 30 days after receipt by the Foundation of the Recipient's complete and accurate invoice.
- b. Payments are subject to Recipient's compliance with this Agreement and the Foundation's approval of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify Recipient of any such changes in writing.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Grant Agreement (City of Columbus - MBK Columbus and The Barack Obama Foundation)	0a92c8f5-f986-4c3f-aafa-5d7164bacb1c

Contract signed by:

Kym Douglas	Signer ID:	cc174477-5e1e-404f-970e-74360aa28ca7
	Email:	yjdouglas@columbus.gov
Date / Time:	Nov 4, 2025 at 4:38 PM UTC	
IP Address:	206.211.160.5	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/142.0.0.0 Safari/537.36 Edg/142.0.0.0	

Ammar Rizki	Signer ID:	46f733c0-5f5d-4ed6-acd8-f3e9580f6975
	Email:	arizki@obama.org
Date / Time:	Nov 4, 2025 at 4:41 PM UTC	
IP Address:	38.71.46.180	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/141.0.0.0 Safari/537.36	