

RESOLUTION NO. 213 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

**A Resolution Approving a Grant Agreement Between the Yavapai-Apache Nation and
The Nature Conservancy (Walton Family Foundation as Donor) to Assist the Nation
in Funding Construction of the Middle Verde Water Reclamation Facility**

WHEREAS: The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act in all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided by Article V(a) of the Constitution; and

WHEREAS: The Council is authorized to manage all tribal economic affairs and enterprises of the Nation and to appropriate and regulate the use of tribal funds, as provided by Article V (i) and (k), respectively, of the Constitution; and

WHEREAS: The Council is authorized to negotiate with Federal, State, and local governments and to accept grants and donations from any person, organization, state, or the United States as provided by Article V (b) and (s), respectively, of the Constitution; and

WHEREAS: The Council is responsible to provide for the health, safety, and general welfare of the Nation and its people; and

WHEREAS: The Council has determined that the foundation for improved wastewater sanitation infrastructure on the Middle Verde Reservation is development of a modern wastewater reclamation facility to meet the Nation’s growing wastewater treatment needs and the Council has authorized the design and construction of the Middle Verde Water Reclamation Facility Project (MVWRF) to treat current and future wastewater flows within the Middle Verde Reservation service area; and

WHEREAS: The Nation places a high priority on protecting the health and safety of the Nation’s community members and in supporting a healthy and flowing Verde River, which is essential to the sustainability of the Nation’s permanent tribal homeland on the Yavapai-Apache Reservation; and

WHEREAS: The Council has determined that the MVWRF Project will provide numerous benefits to the Nation and local natural environmental resources, including, but not limited to, the following:

- The Project will eliminate current constraints on wastewater treatment capacity that prevent the Nation from meeting its growing need for residential and commercial development,
- The Project will retire and reclaim the current wastewater treatment system of three outdated facultative lagoons of limited capacity and effectiveness,
- The lagoons will be reclaimed and returned to the Nation’s farmland inventory,
- The new facility will produce high quality effluent for use in irrigating the Nation’s farmlands, help conserve local groundwater sources, and contribute to on-reservation riparian habitat restoration,

- The Project will reduce the Nation’s reliance on surface water sources for irrigation, providing a renewable source of water for the Nation’s use,
- The Project is responsive to the need for water conservation brought on by climate change and drought conditions, and
- The Project will also be available to serve local off-reservation users who wish to tie into the Project and terminate their current reliance on septic systems; and

WHEREAS: The Nature Conservancy (“TNC”) is a non-profit environmental organization active in the Verde River watershed with a focus on preserving the flows of the Verde River and the health of the ecosystems and economies that are supported by a continually flowing Verde River; and

WHEREAS: As authorized under Tribal Council Resolution No. 07-20, the Nation and TNC entered into a Memorandum of Understanding (“MOU”) as an expression of their mutual desire to continue their positive working relationship and to facilitate development of additional cooperative opportunities related to the Nation’s and TNC’s shared environmental values; and

WHEREAS: TNC has identified a funding opportunity, made possible by the Walton Family Foundation as Donor, to assist the Nation in constructing the Middle Verde Water Reclamation Facility as described in the Grant Agreement attached to this Resolution as **Exhibit A**; and

WHEREAS: Under the Grant Agreement TNC will provide grant funding to the Nation in an amount up to \$400,200.00 to be used to assist the Nation in funding construction of the MVWRF Project; and

WHEREAS: The Council has determined that the proposed Grant Agreement and its purpose in assisting the Nation in construction of the MVWRF Project is in the Nation’s best interest and is greatly appreciated.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Yavapai-Apache Nation to enter into a Grant Agreement with The Nature Conservancy in accordance with the form of Grant Agreement attached to this Resolution as **Exhibit A**, and the Grant Agreement is hereby approved and incorporated into this resolution by reference.


BE IT FINALLY RESOLVED that the Chairwoman, and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on November 16 2022, by a vote of 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.


Tanya Lewis, Chairwoman

ATTEST:


Karla Reimer, Council Secretary

Approved as to Form:


Office of the Attorney General

EXHIBIT A
GRANT AGREEMENT
BETWEEN
THE YAVAPAI-APACHE NATION
AND
THE NATURE CONSERVANCY
RELATED TO

Construction of the Middle Verde Water Reclamation Facility
Project
(Walton Family Foundation as Donor)

November 16, 2022



| | |
|-----------------------------------|--|
| Grant number: | AZ-221024 |
| TNC ACCOUNTING INFORMATION | |
| Project Name: | AZ 1 Verde YAN Reclamation; WFF 106970 YAN Reclamation Facility |
| Project ID: | P121950 |
| Award-Activity ID: | F108218 |
| Book ID or Unique ID: | |
| Source of funds: | <input checked="" type="checkbox"/> Private Foundation <input type="checkbox"/> Private |

**Grant Agreement between The Nature Conservancy
and Yavapai-Apache Nation**

WHEREAS The Nature Conservancy (“TNC”) is a U.S. 501(c)(3) non-profit organization, incorporated in the District of Columbia, whose mission is to conserve the lands and waters on which all life depends;

WHEREAS the Yavapai-Apache Nation (“Nation”), is a federally recognized Indian Tribal Government located in the Verde Valley of Arizona, comprised of five tribal communities: Tunlii, Middle Verde, Rimrock, Camp Verde and Clarkdale (the “Grantee”); and

WHEREAS the Yavapai-Apache Tribal Council has approved this Grant Agreement by Council Resolution, a copy of which is attached to this Agreement.

WHEREAS TNC is pleased to support the Grantee by providing grant funding in the amount and format described in this Grant Agreement (the “Agreement”) for the Purpose defined below.

THEREFORE, the Parties hereby agree to the following terms and conditions:

1. Parties.

- a. This Agreement is funded by and will be managed through the following TNC Business Unit (“BU”):

| | |
|-----------------------------|---|
| TNC BU Name: | Arizona Business Unit |
| TNC BU Office Address: | 1510 E. Fort Lowell Rd., Tucson, AZ 85719 |
| TNC Project Manager (“PM”): | Kim Schonek |
| TNC PM Telephone: | 928-925-9221 |
| TNC PM Email Address: | kschonek@tnc.org |

- b. The following entity shall receive the funds as the “Grantee”:

| | |
|--|--|
| Name of Grantee: | Yavapai-Apache Nation |
| Type of Entity: | Tribal Government |
| State of Incorporation: | Arizona |
| Registered Address: | 2400 West Datsi Ave., Camp Verde, AZ 86322 |
| Name and Title of Authorized Representative: | Anthony Canty, Attorney General (For Grant Administration and Reporting) |
| Telephone: | 928-301-9160 |
| Email Address: | acanty@yan-tribe.org |

2. Grant Purpose and Program. This Grant provides funds to the Grantee for the activities described in the work plan in Attachment A (the “Program”). The Grantee shall comply with the Standard Terms and Conditions in Attachment B.

3. Agreement Term. This Grant shall become effective upon final signature of TNC and Grantee and will expire on June 28, 2024.

4. Term of Activities. The Program activities authorized to be charged to the Grant may commence upon final signature and may continue until May 31, 2024 (the “Term of the Activities”). With the exception of staff time for the preparation of the final report(s), Grantee may not engage in or charge any activities to the Grant after the Term of the Activities.

5. Grant Amount and Disbursement. TNC’s disbursement of Grant funds is contingent upon (a) Grantee making satisfactory progress with regard to the Program, and (b) Grantee’s timely submission and TNC’s approval of any required reports.

This is a cost-reimbursable grant, which means TNC will provide Grantee with funds up to a maximum amount of US \$400,200.00 to be spent in accordance with the approved budget included in Attachment A-1. The final amount will depend on Grantee’s actual costs incurred in the successful completion of the Program as detailed in its financial reports. The Nation shall return any unused Grant funds to TNC within 60-days following expiration or earlier termination of the Agreement and said obligation shall survive the expiration or earlier termination of the Agreement.

TNC shall make an initial disbursement of US \$100,000.00 following the signing of this Agreement by both Parties. Subsequent disbursements will be made upon receipt and approval of programmatic and financial reports per the schedule below.

6. Reporting. TNC reserves 30 days for the review and approval of each report. TNC is not obligated to make any disbursements for reports submitted after the Agreement Term.

Grantee must submit the following reports to TNC by delivering them by email to Kim Schonek, Water Program Director, kschonek@tnc.org and Tom Stitt, Conservation Financial Specialist, thomas.stitt@tnc.org.

- a. Programmatic report(s) must be submitted in accordance with the following schedule:

| # | Reporting period start date | Reporting period end date | Report due date |
|---|-----------------------------|---------------------------|-------------------|
| 1 | Upon final signature | April 30, 2023 | May 31, 2023 |
| 2 | May 1, 2023 | October 31, 2023 | November 30, 2023 |
| 3 | November 1, 2023 | May 31, 2024 | June 21, 2024 |

- b. Financial report(s) (see Attachment D) must be submitted in accordance with the following schedule:

| # | Summary or Detailed Financial Report? | Reporting period start date | Reporting period end date | Report due date |
|---|--|-----------------------------|---------------------------|-------------------|
| 1 | <input checked="" type="checkbox"/> Summary <input type="checkbox"/> Detailed | Upon final signature | April 30, 2023 | May 31, 2023 |
| 2 | <input checked="" type="checkbox"/> Summary <input type="checkbox"/> Detailed | May 1, 2023 | October 31, 2023 | November 30, 2023 |
| 3 | <input checked="" type="checkbox"/> Summary <input type="checkbox"/> Detailed | November 1, 2023 | May 31, 2024 | June 21, 2024 |

7. Information on TNC's Donor. As this Grant uses funds provided to TNC from the following donor agreement (the "Prime Grant"), the rights retained by TNC or assigned by Grantee to TNC under this Agreement may also be assigned by TNC to the identified donor. If the Prime Grant expires or is terminated, TNC will have the right to terminate this Agreement as of the expiration date or termination date of the Prime Grant.

| | | |
|---|---|--|
| Name of Donor | Walton Family Foundation | |
| Title of Prime Grant (if any) | | |
| Term of Prime Grant | 06/23/22 – 06/30/24 | |
| Additional Terms and Conditions included in Attachment C? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

7. Choice of Law; Forum. This Agreement will be governed by the laws of the state of TNC's address on the first page (excluding choice of law principles, if any) and litigation, if any, will be conducted in that same state. (See Section 1a above.)

Grantee and TNC have executed this Agreement, effective as of the later date written below.

FOR YAVAPAI-APACHE NATION

FOR THE NATURE CONSERVANCY



Tanya Lewis
Chairwoman

Daniel Stellar
Arizona State Director

Date: 11.16.22

Date: _____

ATTACHMENTS

- Attachment A – Work Plan
- Attachment A-1 - Budget
- Attachment B – TNC Standard Terms & Conditions for Grants
- Attachment C – Prime Grant Additional Terms and Conditions
- Attachment D – Financial Report Template

Attachment A Work Plan

Grant Objective

In partnership with the Yavapai-Apache Nation, this Grant will assist the Nation in achieving improved water quality and quantity in the Verde River by contributing to the costs of building a critically needed modern wastewater treatment plant (the "Middle Verde Water Reclamation Facility Project" (MVWRF)) on the Yavapai-Apache Reservation near Camp Verde, Arizona. Effluent produced by the MVWRF will contribute to the Nation's future portfolio of water resources available to meet the Nation's water needs.

Grant Activities

During the Grant Term, Grantee will complete at least 75% of the Phase 1 construction of the MVWRF Project at a cost of approximately \$11 million with an initial production of 70 acre-feet of high-quality effluent annually. The Nation will apply all grant funds to the construction phase of the Project, including, but not limited to, the acquisition and installation of Project equipment and components. The Nation will fully expend all grant funds during the Agreement Term or return any unused funds to TNC as provided in the Grant Agreement.

Deliverables

In addition to the programmatic and financial reports in section 6 above, Grantee also will provide the following to TNC by June 21, 2024:

1. A report summarizing the expected benefits of the MVWRF wastewater treatment plant on the Nation's long-term water management portfolio, including but not limited to the water quantity and quality benefits to the Verde River.
2. A final construction memo summarizing total project costs, project funders, project results and key lessons learned.

Attachment A-1

Budget

Funds are allocated to contracting and contracting expenses

| Budget Object Category | Grant Contribution |
|-------------------------------|---------------------------|
| a. Personnel | \$0 |
| b. Fringe Benefits | \$0 |
| c. Travel | \$0 |
| d. Equipment | \$0 |
| e. Supplies | \$0 |
| f. Contractual | \$348,000 |
| g. Construction | \$0 |
| h. Other Direct Costs | \$0 |
| i. Total Direct Costs | \$348,000 |
| i. Indirect Charges (15%) | \$52,200 |
| Total Costs | \$400,200 |

Attachment B
Standard Terms and Conditions for Grants ≥ US \$300,000

1. Use and Management of Funds. The Grant funds may be held and used only in accordance with this Agreement for the Grant's Purpose. Grantee must sufficiently segregate the costs of the Grant from other projects that it currently administers to properly track its expenditures. TNC may disallow such expenditures as it reasonably determines to have been expended or committed for anything other than the Grant Purpose. Any disallowed expenditures or Grant funds not expended or committed for the Purpose must be returned to TNC within 60 days following expiration or earlier termination of the Agreement, and that obligation will survive the expiration or earlier termination of the Agreement. Any interest generated by Grantee's holding of the Grant funds must be used as part of the Grant for accomplishing the Program.

2. Content of Programmatic, Financial, and Final Reports.

- a. Programmatic report(s) must contain: (i) a summary of successes and setbacks of the Program, (ii) a general description of the activities during the period; (iii) a listing of milestones achieved; (iv) a description of methods used and the direction of the remainder of the Program; and (v) three copies of any written, video, or electronic products produced during the period. If requested by TNC, Grantee agrees to use TNC's format for programmatic reports.
- b. Summary Financial Report(s) must contain: (i) cash flow summary, (ii) expenditure reports, and (iii) if the Grantee received an advance, a forecast for the next period's expenses. Summary Financial Reports provide an overview of total expenditures, progress against budget, and cash position. The Summary Financial Report is a stand-alone report that does not require additional backup documentation to be supplied for review.
- c. Detailed Financial Report(s) must contain all of the information in the Summary Financial Report as well as a listing of all expenditures separated by funding source and budget line. In addition, the Grantee must provide (i) documentation for all international travel (outside of Grantee's country); (ii) evidence of expenses ≥ US \$500 (typically invoices, receipts, contracts, and time reports); (iii) any other relevant documents reasonably requested by TNC; and (iv) if TNC's Prime Award requires Grantee to manage Grant funds in a separate bank account, bank reconciliations.

In addition, if Grantee is already receiving US federal funds from TNC and/or if the value of the Grant exceeds US\$300,000 (excluding funds spent on land acquisition), Grantee must track employees' actual time spent on the Program in a time and effort reporting system and include employees' timesheets with financial report(s).

- d. The Final Grant Report is intended to serve as a summary report of the entire Term of Activities and, unless otherwise agreed between the Parties, must contain: (i) a summary of successes (including milestones) and setbacks of the Program, and (ii) if financial reports were required under this Grant, a summary comparison of the original budget against the Grantee's final expenditures accompanied by a narrative explanation of deviances greater than 20% of each budget category.

3. Intellectual Property. All rights, title, and interest in and to any Materials (defined below) developed with the Grant funds vests in Grantee. Grantee grants TNC a fully paid, non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sublicensable, transferable, assignable license to modify, publish, reproduce, distribute, make derivative works from, make publicly available, share, and otherwise use in all media, whether now known or otherwise, any copyrighted, trademarked, or patented Materials. Grantee must provide TNC with copies of all Materials at no cost. The word "Materials" includes, but is not limited to, reports, datasets, analyses, studies, photographs, computer programs, drawings, inventions, writings, or other similar concepts, works or documents, along with all supporting data and material produced or created with the Grant funds.

- 4. Providing Funds to Others; Assignment.** Grantee is prohibited from using the Grant funds for grants to others without TNC's prior written permission, which may be provided via email or by naming a specific subgrantee in the attached Work Plan approved by TNC. Neither this Agreement nor the Grant may be assigned by Grantee in whole or in part without TNC's prior written permission.
- 5. Conflicts of Interest.** Grantee certifies that the information it has provided on TNC's Conflict Inquiry Form, attached to and incorporated into this Agreement as Attachment B-1, is true and correct to the best of Grantee's knowledge. The Parties acknowledge that government agencies and universities and colleges are exempt from completing the Inquiry Form; however, if Grantee is a university or college, it hereby certifies that none of its employees performing activities under the Grant have been employed by TNC within the 12 months prior to Grantee's signing of this Agreement. Grantee must obtain prior written approval from TNC for any proposed activities in which there is an apparent or actual conflict of interest between Grantee and its employees, board members, or close relatives of Grantee's employees or board members.
- 6. Monitoring and Oversight.** TNC may monitor and evaluate the Program's activities, which may include, among other things, visits by TNC personnel and agents, discussions with Grantee's personnel, and review of financial and other records and materials related to the Program activities financed by the Grant in an effort to determine whether Grantee's activities meet TNC's funding objectives.
- 7. Acknowledgements.** Grantee must acknowledge in all relevant media announcements, programs, and publications TNC's support of the Program through the Grant.
- 8. Use of TNC Name or Logo.** Unless otherwise agreed in advance and in writing, Grantee may not use TNC's name or logo, except in connection with any acknowledgements required under this Agreement.
- 9. Code of Conduct and Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.
- 10. Termination and Remedies.** TNC has the right to terminate this Agreement with or without cause, as determined by TNC in its sole judgement, by giving 30 days written notice to Grantee of intent to terminate, which shall allow 15 days to conclude Program activities and another 15 days for the preparation of any final report(s) before the revised expiration date of the Agreement Term. Payment for activities satisfactorily completed, as determined by TNC, will be adjusted accordingly and, if applicable, Grantee must promptly return unused funds to TNC. If, in the sole judgment of TNC, Grantee defaults in performance of this Agreement, whether for circumstances within or beyond the control of Grantee or if any representation or certification made by Grantee in this Agreement is determined to be materially false, TNC may immediately terminate this Agreement by written notice to Grantee. Upon receipt of any termination notice from TNC, Grantee must take all necessary action to cancel outstanding commitments relating to the activities under this Agreement, and TNC will reimburse Grantee for any such obligations that could not reasonably be canceled, provided they are within the scope of the Grant's Purpose. In the case of an intentional material misrepresentation, however, TNC may, at its option, recover damages resulting from the termination and will be entitled to offset any disbursements payable to Grantee against such damages.
- 11. Due Diligence and Notification of Change in Status.** TNC may request and Grantee must then provide copies of documents to ensure Grantee has appropriate capacity, competence, legal standing and legal organization, and financial accountability to carry out the Program. Grantee must notify TNC immediately of any change in Grantee's corporate or tax status, as well as any official judicial, legislative, or administrative proceeding that is instituted against Grantee.
- 12. Procurement; Title to and Use of Property.** In using the Grant funds, Grantee must follow its own procurement policies and maintain documentation of its competitive processes or sole source decisions in

Grantee's files. If Grantee does not have written procurement policies, it must retain documentation for procurements over US\$10,000 within the US and US\$5,000 outside the US. Title to any property purchased with the Grant funds vests in Grantee with TNC having a license to use said property without charge during the Agreement Term.

- 13. Records and Audits.** Grantee must maintain true and correct books, records, documents, and other evidence to properly reflect all costs and expenses incurred and revenues acquired under the Grant with an appropriate level of detail to allow TNC to confirm their accuracy. Such records must be maintained for a period of three years after the conclusion of the Agreement Term (unless local law requires a longer retention period), and TNC and its auditors (internal and external) must be given access to them upon reasonable notice.
- 14. No Agency.** No legal partnership, joint venture, or agency is established by this Agreement or by the Grant. Neither Party is authorized or empowered to act as an agent, employee, or representative of the other or to transact business or incur obligations in the name of the other or for the account of the other. Neither Party will be bound by any acts, representations, or conduct of the other. Grantee will not hold itself out as an agent or representative of TNC or purport to speak on behalf of TNC.
- 15. Lobbying and Political Campaigning.** Unless specifically authorized in Attachment A, Grantee may not use any portion of the Grant funds to engage in any lobbying activities, attempt to influence legislation, or to participate or intervene in any political campaign, on behalf of or in opposition to any candidate for public office (collectively, "Lobbying"). In the event any Lobbying activities are permitted, Grantee must comply with all Applicable Laws (defined below) related to Lobbying, including but not limited to, registration with regulating agencies, public reporting, and disclosures, fundraising and expenditure activities, media and advertising, tax obligations, elections, and campaigns. Grantee may not use any portion of the Grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of the law or public policy, to cause any private inurement or improper private benefit to occur, or to take any action inconsistent with the U.S. Internal Revenue Code, including without limitation, Sections 170, 501(c)(3), and 4945(d).
- 16. Private Benefit and Inurement.** Grantee may not use or allow others to use any portion of the Grant Funds to cause any private benefit or private inurement to occur or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.
- 17. Liability, Indemnity, and Insurance.** Grantee acknowledges that activities associated with the Program may include inherently dangerous or hazardous activities. Grantee expressly assumes all liability for and the associated risks of these activities including personal injury, property damage, and injury to third persons. The costs and risks of such activities will be Grantee's sole responsibility. Grantee is solely responsible for and will indemnify, defend, and hold TNC and TNC's representatives, employees, agents, successors, and assigns harmless from and against all demands, claims, losses, damages, penalties, costs, and expenses, including attorneys' fees through the appellate levels, arising out of or related to any act or omission of Grantee or its representatives, employees, agents, successors, and assigns in connection with this Agreement, the Grant, or the Program. These obligations will survive the expiration or earlier termination of the Agreement Term. Grantee will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Program in accordance with generally accepted industry standards and as required by law.
- 18. Confidential Information.** In the event Grantee has access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by TNC, directly or indirectly, to Grantee that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Grantee should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, personal data, marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems.

Grantee may not, without TNC's prior written consent, use, copy, publish, or divulge any Confidential Information, and agrees to use Confidential Information solely in furtherance of the Program and for no other reason. Grantee must use appropriate security procedures to safeguard Confidential Information. Grantee acknowledges and agrees that in the event Grantee receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Grantee (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Grantee will comply with all applicable laws relating to the protection of personal identifying information.

19. Taxes. Grantee is solely responsible for the filing and payment of any taxes and for compliance with any provisions and requirements arising under any Applicable Laws relating to this Agreement or to the Grant. TNC will not withhold or pay any federal, state, or local income tax or payroll tax of any kind on behalf of Grantee or employees of Grantee. If appropriate, TNC will report to the IRS on Form 1099 all funds paid to Grantee.

20. Compliance with Laws. Grantee represents, warrants, and agrees that Grantee:

- a. can lawfully work in the United States and/or the countries where the Program activities will be performed;
- b. has or will obtain at Grantee's expense (except to the extent otherwise explicitly stated in this Agreement) any permits, licenses, or authorizations required to perform the Program activities. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to ensure TNC has any future permissions necessary for completion of the Program, if applicable;
- c. will take affirmative steps to inform TNC, prior to signing this Agreement, if it is a privately-held entity in which a Government Official¹ has equity ownership or, in the case of an individual person receiving Grant funds, if the Grantee is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
- d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Program activities are performed and any other jurisdiction(s) in which Grantee is organized or authorized to do business;
- e. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Grantee shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business. Any amounts paid by TNC to Grantee will be for Program activities performed in accordance with the terms of this Grant. Grantee shall not accept bribes or kickbacks in any form. The Grantee further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein.
- f. will comply with all applicable counterterrorism, anti-money laundering and economic sanctions laws. To that end, the Grantee represents and warrants that, to the best of Grantee's knowledge, Grantee and Grantee's subsidiaries, principals, and beneficial owners, if any:
 - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for awards from any government agency;
 - ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not

¹ For purposes of this Agreement, TNC defines a "Government Official" as any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

- engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
- iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
 - iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
 - g. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Grantee. Furthermore, in executing the Program activities, the Grantee shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, subgrantees, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Grantee represents and warrants that neither Grantee nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
 - h. will not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status;
 - i. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this section (collectively, "Applicable Laws");
 - j. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this section change before or during the Agreement Term; and
 - k. will include provisions at least as restrictive as these in all permitted subgrants and subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether or not the Grantee is at fault, TNC may terminate this Grant effective immediately upon written notice to Grantee, with no further obligation by TNC under this Grant, including payment, and TNC may pursue all available remedies under Applicable Laws.

- 21. Binding Effect; Amendments.** This Agreement supersedes all prior or contemporaneous oral or written communications relating to the Grant and constitutes the entire agreement between the Parties relating to the Grant. No amendment to this Agreement will be effective except in writing signed by both Parties.
- 22. Severability.** If any provision of this Agreement is held legally invalid, the other provisions will not be affected by that invalidity.

[End of Attachment B for Grants ≥ US \$300,000]

Attachment C

Prime Grant Additional Terms and Conditions

Grant Publicity: Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Prime Grant donor expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Prime Grant donor's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Prime Grant donor in advance. Publicizing the grant and the Prime Grant donor in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

Attachment D

[Include Financial Reporting Template here]