

LEGAL AGREEMENT

Both host and international sponsors are required to authorize the global grant legal agreement. If the primary sponsor is a club, then the current president authorizes the agreement on behalf of the club. If the primary sponsor is a district, then the current district Rotary Foundation committee chair (DRFC) authorizes the agreement on behalf of the district.

In consideration of receiving this global grant from The Rotary Foundation (TRF), the Sponsors acknowledge and agree that:

1. The Sponsors have each received and read a copy of the Terms and Conditions for Rotary Foundation District Grants and Global Grants, which are incorporated into and made part of this Agreement and will abide by all terms and conditions set forth therein.
2. The total financing amount of this Agreement is the U.S. dollar amount listed in the grant announcement letter. Any amount received in excess of the approved grant contributions will automatically be counted as general irrevocable giving to TRF and will not be applied to the global grant.
3. All global grant funds provided by TRF shall not be used for any purposes other than those approved by TRF. TRF shall be entitled to receive reimbursement for any and all global grant funds deposited with, held by, or otherwise contributed to either or both of the Sponsors that are spent for unapproved purposes as well as any funds used to benefit a Rotarian or Rotary entity. In addition, TRF reserves the right to audit the grant's financial activities at any time and suspend any or all payments if in its sole discretion progress is not considered to be satisfactory.
4. The Sponsors will keep TRF informed on the grant's progress by submitting progress reports every twelve months during the implementation of the grant activities. The Sponsors will immediately inform TRF of any significant problems with the implementation of the grant or deviations from the planned activities, including deviations in the budget. The Sponsors will submit the final report with complete financial accounting within two months of the grant's completion.
5. The Sponsors shall defend, indemnify, and hold harmless Rotary International (RI) and TRF, including their directors, trustees, officers, committees, employees, agents, associate foundations and representatives (collectively "RI/TRF"), from and against all claims, including but not limited to claims of subrogation, demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorney's fees and other legal expenses), awards, judgments, and fines asserted against or recovered from RI/TRF arising out of any act, conduct, omission, negligence, misconduct, or unlawful act (or act contrary to any applicable governmental order or regulation) resulting directly or indirectly from a Sponsor's and/or participant's involvement in grant-funded activities, including all travel related to the grant.
6. RI/TRF's entire responsibility is expressly limited to payment of the total financing amount. Neither RI nor TRF assumes any further responsibility in connection with this grant. Neither RI nor TRF is responsible for unfunded travelers.
7. TRF reserves the right to cancel this Agreement without notice upon the failure of either or both of the Sponsors to abide by terms set forth in this Agreement and the Terms and Conditions for District Grants and Global Grants. Upon cancellation, TRF shall be entitled to a refund of any global grant funds, including any interest earned, that have not been expended.
8. The failure of the Parties to comply with the terms of this Agreement due to an act of God, strike, war, fire, riot, civil unrest, hurricane, earthquake, or other natural disasters, acts of public enemies, curtailment of transportation facilities, political upheavals, acts of terrorism, or any reason beyond the reasonable control of the Parties shall not be deemed a breach of this Agreement. In such an event, the Agreement shall be deemed terminated and Sponsors shall refund all unexpended global grant funds within 30 days of termination.
ADDITIONAL AGREEMENT TERMS FOR GLOBAL GRANTS INVOLVING FUNDED TRAVELERS
Sections 9-14 apply to those traveling on global grant funding ("Funded Travelers")
9. Rotarians serving on the selection committee have exercised complete transparency and

- disclosed any actual or perceived conflict of interest due to the committee member's association with a candidate or participating institution.
10. The Sponsors confirm that the Funded Traveler(s) are qualified to provide and/or receive this training and have the endorsement of our club or district. Additionally, the Sponsors affirm that the activity/scholarship has been planned in accordance with the host sponsor and beneficiary community.
 11. If it is decided that Funded Travelers are not performing adequately, TRF must be notified. TRF reserves the right to terminate this Agreement and arrange for immediate transportation for the Funded Traveler(s) back to the Funded Traveler(s)' home country.
 12. Notwithstanding any provision in this Agreement to the contrary, in the event the Funded Traveler(s) terminate their participation for any reason not necessitated by serious illness or injury or safety of the Funded Traveler(s) or the serious illness or injury of a Funded Traveler's family, TRF shall be entitled to a refund of any global grant funds, including any interest earned, that have not been expended pursuant to the terms of this Agreement. In addition, any Funded Traveler who terminates his/her participation prior to the end date listed in the Application for any reason other than serious illness or injury or safety shall be responsible for his/her own return transportation home. Additionally, any Funded Traveler who elects not to travel or participate in grant-funded activities shall refund the full grant, including any interest earned, within 30 days of notification.
 13. Funded Traveler(s) are required to secure, for their trip, travel medical and accident insurance to cover medical care and hospitalization, emergency evacuation, and repatriation of remains with limits as outlined in the terms and conditions. This insurance must be valid in the country(ies) that the Funded Traveler will visit during their participation and cover the periods from the date of departure through the date of return. Upon request, Funded Traveler(s) shall provide evidence of such coverage to the Sponsors and TRF.
 14. Sponsors acknowledge and agree that Funded Traveler(s) are not employees of RI or TRF and are not entitled to or eligible in any way for, or shall participate in, any compensation, employee pension, health (medical or dental), workers compensation, life, disability, or any other insurance or other fringe benefit plan of RI or TRF. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of partnership, joint venture, or principal and agent between or among any Funded Traveler(s), Beneficiaries, Sponsors, RI and/or TRF.
 15. Unless indicated otherwise in writing, by submission of any photos in connection with any report, Sponsors hereby give publication rights to RI and TRF for promotional purposes to further the Object of Rotary, including but not limited to RI and TRF publications, advertisements, and websites. Sponsors also authorize RI and TRF to share photos from reports with Rotary entities for promotional purposes to further the Object of Rotary.
 16. Only the laws of the State of Illinois, USA, without reference to its conflicts of laws principles, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.
 17. Any legal action brought by either Party against the other Party arising out of or relating to this Agreement must be brought in either the Circuit Court of Cook County, State of Illinois, USA or the Federal District Court for the Northern District of Illinois, USA. Each Party consents to the exclusive jurisdiction of these courts, and their respective appellate courts for the purpose of such actions. Nothing herein prohibits a party that obtains a judgment in either of the designated courts from enforcing the judgment in any other court. Notwithstanding the foregoing, TRF may also bring legal action against Sponsors and/or Funded Traveler(s) in any court with jurisdiction over them.
 18. This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.
 19. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
 20. Sponsors may not assign any of its rights under this Agreement except with the prior written consent of TRF. Sponsors may not delegate any performance under this Agreement without the prior written consent of TRF. Any purported assignment of a Sponsor's rights or delegation of

- performance without TRF's prior written consent is void.
- 21. TRF may assign some or all of its rights under this Agreement to an associate foundation of TRF. TRF may delegate any performance under this Agreement to an associate foundation. Any other purported assignment of TRF's rights or delegation of performance without the Sponsors' prior written consent is void.
 - 22. Sponsors will comply with all economic and trade sanctions, including those implemented by the Office of Foreign Assets Control (OFAC) of the United States Department of Treasury, and will use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.
 - 23. This Agreement constitutes the final agreement between the Parties. No amendment or waiver of any provision of this Agreement shall be effective unless it is in the form of a writing signed by the Parties.