**INTERNATIONAL GRANT AGREEMENT**

**BETWEEN**

**PWI FOUNDATION AND &FOREIGN GRANTEE&**

This International Grant Agreement(“Agreement”), effective as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2021, (“Effective Date”), by and between PWI Foundation, an Illinois not-for-profit corporation organized and operated for charitable purposes (“PWI”); and &FOREIGN&, a [Insert Legal Entity Type] duly organized pursuant to the laws of the country of &FOREIGN COUNTRY& (hereinafter referred to as “&FOREIGN&”)(sometimes jointly referred to hereafter as “Parties”).

**WHEREAS** PWI is organized and operated for qualified tax-exempt purposes under Section 501(c)(3) of U.S. law. PWI seeks to raise financial and material support, advance public awareness, and develop collaborative solutions to help address the most significant humanitarian and educational challenges in the United States and World.

**WHEREAS** &FOREIGN& is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ organized and operated to [Insert Purpose Statement/Mission of the Foreign Grantee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_ . &FOREIGN& is located in &FOREIGN COUNTRY& [and recognized by the Government of &FOREIGN COUNTRY& as a \_\_\_\_\_\_\_\_\_\_\_\_\_ exclusively for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ purposes, the organization is not subject to taxes, and the assets and property of the trust are held in trust for the public good and not for the benefit of any private person or entity.] &FOREIGN& has a substantial understanding of the local community’s current \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ needs and is well recognized within the community for overseeing and operating a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS** &FOREIGN& has established to PWI that it is operated exclusively for charitable purposes and is qualified under the laws of the &FOREIGN COUNTRY& to expend and distribute charitable assets to further PWI’s programs and to prevent such assets from inuring to the benefit of any private person or entity. &FOREIGN& has executed a pre-grant application that has been approved by PWI (“Application”). A copy of the completed Application is attached hereto as Addendum A to this Agreement and all representations made therein are hereby incorporated by this reference into this Agreement.

**WHEREAS** PWI seeks to comply with all U.S. federal income tax laws governing overseas charitable grant-making operations as a qualified IRC sec 501(c)(3) public charity, the USA PATRIOT Act of 2001, P.L. 107-56, 115 Stat. 272, and additional antiterrorism guidelines promulgated from time to time by the U.S. Treasury (Office of Foreign Asset Controls) or the Department of Homeland Security. For compliance with U.S. law, PWI is relying on this Agreement, which obligates &FOREIGN& by contract to hold the grant funds in a restricted account and to comply with U.S. federal tax laws governing the use of these funds for specific pre-approved qualified projects.

**NOW THEREFORE**, in consideration of the foregoing and mutual covenants contained herein, the parties agree as follows:

**ARTICLE I. GENERAL PROVISIONS**

 • Recitals. The recitals are by this reference incorporated into, and made part of, this Agreement as an expression of the facts and circumstances leading to this Agreement and the intent of the parties.

 • Term. The term of this Agreement (“Term”) shall commence at the Effective Date and continue until terminated in accordance with Section 5.2 of this Agreement.

**ARTICLE II. GRANT PROJECTS**

 • Scope of Grant Projects. During the term of this Agreement, PWI may, in its sole discretion, grant funds to &FOREIGN&. The funds granted by PWI, and income earned thereon, may be expended by &FOREIGN& only for projects which are pre-approved by PWI and which are in compliance with the terms and provisions of this Agreement. The projects, which shall be more specifically described on a project-by-project basis and in accordance with an approved budget and expenditure timeline as set forth herein, will generally include the following: [Insert specific projects that PWI will grant funds to support:]

a. Financial aid and humanitarian care for orphans living in orphanages within &FOREIGN COUNTRY&;

b. Developing a mutually-agreeable operational plan to raise financial and material resources to sustain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ programs for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ operated by &FOREIGN&; and

c. Raising additional capital to fund other projects that may be from time to time determined by the parties to be in furtherance of PWI’s exempt purposes (hereafter referred to collectively as “Grant Projects”).

 • Limitations on Use of Grant Funds under this Agreement. It is the intent of both parties to be excellent stewards of the financial and material resources provided to accomplish the charitable, educational, and religious projects set forth in this Agreement. &FOREIGN& has been informed of the limitations on the use of grant funds provided by PWI under U.S. laws and hereby agrees to the following:

a. &FOREIGN& shall not make any distributions with the grant funds that are inconsistent with, or outside the scope of, the pre-approved Grant Projects. &FOREIGN& agrees that no grant funds shall be used to inure to the benefit of &FOREIGN&’s directors, officers, employees, or other private persons except where such payments constitute reasonable compensation for services rendered or goods provided in furtherance of the Grant Projects under this Agreement.

b. &FOREIGN& agrees to implement precautions prescribed from time to time by PWI to ensure that all distributions of grants funds comply with the USA PATRIOT Act of 2001, P.L. 107-56, 115 Stat. 272 (or a corresponding provision of any future federal or state law concerning antiterrorism). This includes, but is not limited to, performing regular reviews of terrorist watch lists compiled by the United States Government and providing certified reports of the same to PWI.

c. &FOREIGN& agrees that no grant funds or other resources provided by PWI shall be used toward the carrying on of propaganda, or otherwise attempting to influence legislation, and that &FOREIGN& shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office during the term of this Agreement.

**ARTICLE III – BUDGET AND MAINTENANCE OF ACCOUNTS**

 • Budget. Prior to receiving funds for Grant Projects, &FOREIGN& shall submit a proposed budget setting out the estimated costs and the funding required for all Grant Projects for a given time period not to exceed one-year (“Proposed Budget”). If the Proposed Budget meets with the approval of PWI, with or without change, the budget or amended budget, as the case may be, shall become the Approved Budget (“Approved Budget”). The Reporting Period shall be the time period for which the Approved Budget covers and shall not exceed one year (“Reporting Period”). To the extent that there is a surplus from any Grant Projects in any given reporting period, the surplus shall be retained for future Grant Projects as directed by PWI. Should additional funds be required to accomplish the grant projects in any given reporting period, &FOREIGN& shall provide a written request to PWI documenting the needs and purposes for such additional funds.

 • Segregated Account for Grant Funds. All grant funds provided by PWI to &FOREIGN& must be physically segregated in a bank account established and maintained exclusively for charitable, religious, or educational purposes. Although this separate account may include charitable funds from sources other than PWI, receipt and expenditure of PWI grant funds should be shown separately in your organization's accounting records. PWI encourages, whenever feasible, the deposit of grant funds in an interest bearing account. United States law requires that the accounting records, as well as copies of the reports submitted to PWI (set forth below), be kept by &FOREIGN& for at least four (4) years after completion of the use of the grant funds and made available to PWI’s examination upon request.

**ARTICLE IV – REPORTING AND ADDITIONAL OVERSIGHT**

 • Reporting. Within thirty (30) days after the end of the Reporting Period, in which &FOREIGN& receives or expends any portion of PWI grant funds (including income, if any, from such funds) during the Term of this Agreement, &FOREIGN& shall provide a written report signed by an appropriate officer of &FOREIGN& to PWI. Each written report should contain a narrative, photos, and financial account of the Grant Projects accomplished during the reporting period. The narrative account should contain a detailed description of what was accomplished by the grant funds, including a description of the progress made toward achieving the goals of the grant(s) and an assurance that the activities under the Grant Projects have been conducted in conformity with the terms of the grant(s). The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of PWI grant funds and any income earned thereon. The financial statement should include only PWI funds received and expended for the Approved Budget. It is assumed that the financial statement will be prepared from books and records maintained on a fund accounting (cash) basis. Only expenditures made in furtherance of the grant purposes should be charged against the grant, and records should be maintained of such expenditures adequate to enable the use of such funds to be checked readily.

 • Additional Reporting and Commitment to Full-Disclosure. In addition to the above reporting requirements set forth in Section 4.1, PWI reserves the right to request more frequent reporting and &FOREIGN& agrees to comply with those request(s) and provide full disclosure and transparency regarding all financial, operational, legal, security, and moral matters related to PWI’s funding under this Agreement. PWI and its designees shall maintain the right to all information regarding any aspect of &FOREIGN& activities in any way related, directly or indirectly, to the joint activities governed by this Agreement.

 • Failure to Timely Report. If written reports are not submitted to PWI on a timely basis, United States law requires that PWI withhold further payments, if any, to &FOREIGN& and any affiliate organization under this grant or under any other PWI grant and prohibits PWI from awarding any new grants to &FOREIGN& or any affiliate organization.

 • Additional Oversight. PWI may monitor and conduct an evaluation of operations of &FOREIGN& under this Agreement, which may include a visit from PWI personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the Grant Projects funded by PWI under this Agreement.

**ARTICLE V. FUNDING DISCONTINUANCE AND TERMINATION**

 • Funding Discontinuance. PWI reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any written report required herein. Further, &FOREIGN& acknowledges that payments under this Agreement are conditioned upon receipt and approval of a proposed budget prepared by &FOREIGN&.

 • Termination. Either party may terminate this Agreement by giving written notice of such withdrawal to the non-terminating party in accordance with the notice provisions set forth herein. Unless the parties otherwise mutually agree, the termination shall take effect upon the later of: (i) thirty (30) days from the date of providing such notice; or (ii) the completion of all projects and reporting for which PWI has provided funding under this Agreement.

**ARTICLE VI. MISCELLANEOUS**

 • Relationship of the Parties. Nothing in this Agreement shall constitute the naming of either party as an agent or legal representative of the other for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and neither party shall make such representations to anyone.

 • Notice. Notice made pursuant to this Agreement shall be in writing and delivered by mail or email to the following:

 In the case of: &FOREIGN&

C/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 In the case of: PWI FOUNDATION

 C/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 • Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and the United States of America.

 • Assignment. &FOREIGN& may assign its rights and obligations under this Agreement without express written approval of PWI.

 • Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties.

 • Modification. This Agreement may not be modified or amended except by the written agreement of the parties.

 • Invalid Provision. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

 • Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

 • Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the following officer of each party represents that he or she is duly authorized to enter into this Agreement on behalf of his or her respective party:

**FOR PWI FOUNDATION FOR &FOREIGN&**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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SIGNATURE SIGNATURE

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_