GlobalGiving

Grant Agreement

December 07, 2023

Aulerusia Rene Andrade Cassemiro Administrative Manager Rede Cidada Alvarenga Peixoto 295, 5th floor Lourdes Belo Horizonte, MG 30.180-120 Brazil

Re: Ford Motor Company Fund 2023 Operation Better World program

Dear Aulerusia Rene Andrade Cassemiro,

I am pleased inform you that the GlobalGiving Foundation ("GlobalGiving") has approved a grant for \$30,332.14 USD (the "Grant") to Rede Cidada (the "Grantee") in support of the following charitable purposes:

• **Relationship and Partnership - Ford and Ford Enter:** Rede Cidada's methodology will be used to generate employability for graduates of the Ford Enter program in Brazil. Also, a consultant and representative from Rede Cidada will be placed at Ford Brazil in a professional capacity as Coordinator of Community Engagement and Corporate Social Responsibility, per the operational guidelines of Rede Cidada's Operations Department.. Please refer to the proposal associated with this grant agreement in GlobalGiving's online grants system which can be accessed by logging onto www.globalgiving.org.

GlobalGiving has reviewed your grant proposal, and has determined that a grant in support of your proposed project and your charitable purpose is consistent with GlobalGiving's charitable mission.

The following terms and conditions apply to this Grant:

1. Spending period

The Grant funds are to be expended between January 01, 2024 and June 30, 2024. Funds are not be expended outside this period without receiving written approval in advance from GlobalGiving.

2. Use of funds

Grant funds and income earned on those funds must only be expended for charitable, religious, scientific, literary, or educational purposes.

This Grant is made only for the purposes stated in this grant agreement; Grant funds are only to be expended in accordance with the budget in the proposal associated with this grant agreement. Expenditures are not to deviate substantially from the budget without receiving written approval in advance from GlobalGiving.

Financial records of all expenditures against Grant funds must be maintained such that the use of Grant funds can be verified readily and adequately.

3. Payment schedule

GlobalGiving will pay the Grant funds according to the following schedule, provided that the Grantee is in compliance with the terms and conditions of this grant agreement at the time of the payment:

• \$30,332.14 upon receipt of signed grant agreement.

4a. Reporting due dates

The Grantee agrees to submit reports using GlobalGiving's online grants system which can be accessed by logging onto <u>www.globalgiving.org</u>. The Grantee agrees to submit reports by the following dates:

• Final Report due July 31, 2024

The Grantee is wholly responsible for ensuring that reports are submitted on time. If written reports are not submitted to GlobalGiving on a timely basis, GlobalGiving may withhold further Grant payments, if any, to the Grantee and to any affiliate organization under this agreement or under any other GlobalGiving grant agreement.

Delinquent or unsatisfactory reporting may also affect the grantee's eligibility for future grants from GlobalGiving.

4b. Reporting requirements

Reporting guidelines are described below and in the reporting templates provided by GlobalGiving.

Narrative account:

This should be a detailed description of the activities undertaken with funds from this Grant, as well as a description and analysis of metrics and processes relevant to this project. This includes describing the progress made toward the goals of the Grant (including unexpected delays or challenges). The narrative account should also contain an assurance that the Grant activities have been conducted in conformity with the terms and conditions of the Grant.

Financial account:

This should be a financial statement in US dollars that shows the expenditures of Grant funds and any income earned on those funds for the period covered by the report. It is assumed that the financial statement will be prepared from books and records maintained on a fund-accounting (cash) basis. The financial statement should only show the expenditure of Grant funds received from GlobalGiving under this grant agreement.

5. Record Maintenance and Inspection

The Grantee must maintain records of receipts and expenditures and make its books and records available to GlobalGiving for inspection at reasonable times. GlobalGiving may monitor and conduct an evaluation of operations under this Grant, which may include a visit by GlobalGiving personnel to observe the Grant project, discuss the grant project with beneficiaries, and review financial and other records and materials connected with the activities financed by this Grant.

6. Prohibited Activities

Grant funds and income earned on those funds must not be used for any of the following purposes:

A. To carry on propaganda, or otherwise to attempt to influence any legislation (within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (Code));

B. To influence the outcome of any specific election or to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office (within the meaning of Section 501(c)(3) of the Code);

C. To make any grant to any other organization (other than to public charities or exempt operating foundations) which does not comply with the requirements of Section 501(c)(3) of the Code;

D. To undertake any activity for any purpose other than the charitable purposes specified in Section 170 (c)(2)(B) of the Code; or

E. For the purpose of influencing any actions or decisions or bribing of any government official, or otherwise in violation of the Foreign Corrupt Practices Act or the UK Bribery Act.

To comply with GlobalGiving's policies, the Grantee agrees that Grant funds will not be used in support of activities that discriminate on the basis of a person's race, political orientation, religion, gender, sexual orientation, age, national origin, ethnicity, ancestry, marital status, veteran status, or mental or physical disability or any other status prohibited by applicable law.

7. Return of Unused Funds

Any Grant funds and income earned on those funds that are not spent or committed for the purposes of the Grant must be returned to GlobalGiving within 30 days after the close of the Grant.

8. Public Acknowledgements of Funding

The Grantee may publicly disclose information about the award of this grant, provided that GlobalGiving is acknowledged as the grantmaker and public disclosures are made in accordance with GlobalGiving brand guidelines, as appropriate. An example of recommended language that meets this requirement follows: *Rede Cidada has received a GlobalGiving grant made in partnership with the Ford Motor Company Fund*. Provided public announcements correctly describe GlobalGiving's grantmaking role, the Grantee may use different wording to suit its needs. GlobalGiving's brand guidelines are accessible at https://www.globalgiving.org/aboutus/news-media/brand-assets/.

9. Compliance and Termination

The Grantee agrees to comply with all applicable laws and regulations during the term of this Grant, as well as the terms and conditions set forth herein.

GlobalGiving 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. GlobalGiving will have no liability to the Grantee as a result of a termination of this agreement in accordance with this section.

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If the Grantee agrees to the terms of this Grant, please sign this grant agreement within seven business days.

By signing this grant agreement, the Grantee agrees that it, or someone on its behalf, submitted a grant application to GlobalGiving, and that all representations made in the application are complete, true, and correct to the best of the Grantee's knowledge.

Please direct any questions about this grant agreement to the Grantee's GlobalGiving grant manager by email.

On behalf of GlobalGiving, I extend every good wish for the success of your project.

Sincerely,

Victoria Vrana Chief Executive Officer GlobalGiving Foundation

ACCEPTED AND AGREED this 07 day of December 2023

NAME

Signature: AULERUSIA RENE ANDRADE CASEMIRO

Title: GERENTE ADM FINANCEIRO Organization Name: Rede Cidada

Counter Signature: Victoria Vrana