



**QATAR
FOUNDATION
INTERNATIONAL, LLC**

عضو في مؤسسة قطر
Member of Qatar Foundation

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qfi.org

GRANT INFORMATION

GRANT NUMBER: G-9820035703

GRANT RECIPIENT: Amana Academy
ADDRESS: 285 S. Main St.
Alpharetta, GA 30009

PROJECT DIRECTOR: Rula Edilbi
EMAIL: redilbi@gmail.com

GRANT AMOUNT: \$30,000

GRANT PERIOD: February 1, 2019 – September 30, 2019

TITLE OF PROJECT: School Travel Award for Global Exchange
PURPOSE OF GRANT: Support of Arabic Language and Culture Program

GRANTEE INSTITUTION FINANCIAL OFFICER: Kristi Davis

February 1, 2019

Rula Edilbi
Amana Academy
285 S. Main St.
Alpharetta, GA 30009

Dear Rula Edilbi,

I am pleased to confirm that Qatar Foundation International, LLC (the "Foundation") has approved a grant in the amount of **\$30,000.00** (thirty thousand dollars and zero cents) to Rula Edilbi (the "Grantee") in support of their STAGE project for 2019.

This letter and its attachments specify the terms and conditions of accepting our grant. The attachments are:

- Attachment 1 – General Grant Terms, Conditions, and Understandings
- Attachment 2 – Approved Budget
- Attachment 3 – Reporting Requirements
- Attachment 4 – Teacher Requirements
- Attachment 5 – Requirements for Grant Modifications

The Attachments are incorporated into this grant letter and are a part hereof.

Please read all the terms and conditions carefully. If you are in agreement with the description and terms of the grant, please sign below, retain a copy for your records, and return a countersigned copy to the Foundation as soon as possible.

By signing this agreement, you warrant that (1) you have read and agree with the description and terms of the grant and (2) your organization is currently a tax-exempt public charity, not a private foundation.

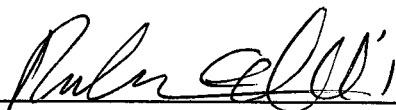
Please note the reporting requirements and what needs to be in each report.

We look forward to working with you during the coming year.

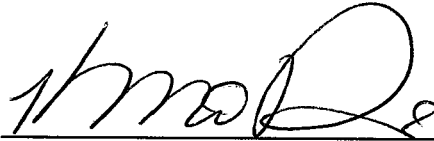
Sincerely,

Maggie Mitchell Salem
Executive Director

This agreement is to be signed by an officer of the Grantee who is duly authorized to sign on behalf of the organization, and by the project director of the organization to signify that both agree with the terms and conditions specified above and in the attachments to this letter. If the project director is authorized to sign on behalf of the organization, the same person may sign in both capacities. The Grantee represents that the execution and delivery of this agreement has been authorized by appropriate action of the governing body of the Grantee and that the persons signing below on its behalf have been duly authorized to execute this agreement on its behalf.



Authorized Signature



Authorized Signature

2-4-2019

Date

2-4-2019

Date

Date	Payment	Milestones
February 1, 2019	\$ 30,000.00	• Signed grant agreement
Total	\$30,000.00	

Description of Grant: The grant is meant to support your Arabic language and Arab culture program in accordance with your proposal. Expenditures must adhere to the approved budget, appended as Attachment 2. Grants may not be used for any other purpose without the Foundation's written agreement. Any grant funds not used for the purposes outlined above by September 30, 2019, shall be returned to the Foundation.

Responsibility for the Grant: The Grantee shall be fully responsible, liable, and accountable for all sums received under this grant. The Grantee is fully responsible for any and all tax consequences of this award. The Grantee shall exercise the same care in the administration of the grant as it exercises in the administration of its own funds, giving due regard to economy and efficiency. The Foundation expects the Grantee to follow its established policies and procedures, as long as they are not inconsistent with any other clause in this agreement. The Grantee's financial records must record all receipts and expenditures of grant funds separately from other funds.

Reporting Schedule: Final reports are due by September 30, 2019, and should include a narrative report, financial report, student blogs and photos, and any curricular materials developed with grant funding for virtual exchange. All reporting requirements are described in detail in Attachment 3.

Published Materials: The Grantee shall send one copy of each publication produced in connection with this grant, including books, video, newsletters, CDs, press releases, journal and newspaper articles, and conference proceedings, to the Foundation within 15 days of the date that such items are produced.

Grant Contact: Please direct all reports and inquiries pertaining to the management of this grant to:

Connor Seidenschwarz
Arabic Language and Culture Program
Qatar Foundation International, LLC
1225 New York Ave NW, Suite 500
Washington, D.C. 20005
Tel. (202) 652-0147 ext. 2022
Email: cseidenschwarz@qfi.org

Agents with an ownership interest in the Grantee Teaching Materials to acknowledge in writing the Foundation's right and license under the terms stated herein.

Grantee shall permit others to use the Grantee Teaching Materials for nonprofit, educational uses, and hereby grants to the Foundation the right to distribute the Grantee Teaching Materials online (or using other methods) under the terms permitted in the Creative Commons Attribution Non Commercial Share Alike 3.0 license, as currently available at: <http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>. Notwithstanding anything herein to the contrary, the Grantee Teaching Material may not be used or licensed by any party, directly or indirectly, for any commercial purposes.

Counterparts: This agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

Enforceability of Agreement/Binding Agreement: Notwithstanding any common law rule to the contrary, the Foundation shall have the standing to enforce in any appropriate court of competent jurisdiction all of the covenants made by the Grantee herein, and the Grantee hereby expressly waives any defense based on an alleged lack of standing by the Foundation to sue the Grantee under this agreement. This agreement is binding upon and shall be for the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this agreement is not assignable by the Grantee.

Expenditure of Funds: This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the Foundation's prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the grant period shall be returned immediately to the Foundation.

The Grantee may not expend any grant funds (a) to participate in, or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, or (b) to attempt to influence legislation (including without limitation attempting to influence public opinion) or for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

The Foundation's Logo: Within 30 days of signing of the grant agreement, the Foundation's logo will be included by the Grantee on the appropriate materials listing Grantee's partners/funders, including, but not limited to, the Grantee's website.

Hold Harmless: The Grantee agrees to hold the Foundation, its officers, directors, and employees harmless from any cost, damage, claim, liability, or expenses, including attorney's

ATTACHMENT 1: GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated February 1, 2019 to which these General Grant Terms, Conditions, and Understandings are attached, Qatar Foundation International, LLC (the Foundation) is awarding this grant to the Grantee contingent upon the following:

Anti-Terrorism Clause: The Grantee represents and warrants that neither the Grantee nor any agent of the Grantee currently does, or in the future will, directly or indirectly engage in, promote, or support other organizations or individuals who engage in, promote, or support terrorist activity.

Choice of Law and Agreed Venue: This agreement shall be construed under and governed by the laws of the District of Columbia, United States of America (*i.e.*, choice of law). In addition, any disputes shall be adjudicated in the courts in the District of Columbia, United States of America. The Grantee hereby waives objection to jurisdiction or venue, and waives objection based on *forum non-conveniens*, in such District of Columbia courts. The Grantee acknowledges that by so waiving such objections, it is giving up potentially valuable legal rights as to choice of law, jurisdiction, venue, and *forum non-conveniens*.

Copyright: The Foundation, through its employees or **consultants** and without using the Grantee's leadership training materials or other Grantee information including, without limitation, ideas, documents, records, writing, drawings, plans, programs, know-how, processes, designs and data (collectively, "Grantee's Proprietary Information"), may develop ideas, works of authorship, documents, records, proposals, writings, drawings, plans, schematics, computer software or programs, know-how, processes, designs, and data (collectively, "Inventions") which relate to the project funded by the grant, including without limitation a "toolkit" used to collect and disseminate lessons learned from the implementation, evaluation, or any other aspect of the program. The Foundation shall own the Inventions and shall be deemed the author or creator thereof; provided, however, the Grantee (or the Grantee's consultants/employees (collectively, the "Grantee's Agents") if so determined by the Grantee) shall own and shall be deemed the author or creator of any teaching materials or lesson plans and any materials developed by Grantee or incorporating Grantee's Proprietary Information or other Grantee information including, without limitation, ideas, documents, records, writing, drawings, videos, CDs, DVDs, plans, programs, know-how, processes, designs and data (collectively, the "Grantee Teaching Materials") created under this program. For the Foundation's purposes, the Grantee hereby grants to the Foundation a royalty-free, worldwide, nonexclusive, and irrevocable license to use, reproduce, or publish, the Grantee Teaching Materials developed in connection with this project, and to create edits or adaptations of the Grantee Teaching Materials developed in connection with this project and related solely to Arabic language and culture, solely for nonprofit educational purposes. The Grantee shall cause any of the Grantee's

fees incurred by the Foundation or any amounts claimed by any third party against the Foundation in connection with activities conducted by the Grantee under the grant-funded project.

Integration Clause: This agreement is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein; it is a "complete integration." No course of prior dealings between the parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. No representations, undertakings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. Oral promises or representations, if any, made by either party before the execution of this agreement, but not written herein, shall be null and void and of no force and effect, and shall not be admissible in a court proceeding between the parties, including an action of "fraud in the inducement of contract."

No Assignment or Delegation: The Grantee may neither assign nor transfer any of the Grantee's rights nor delegate any of the Grantee's obligations under this grant without prior written approval from the Foundation.

Paragraph Titles: Captions contained in this agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this agreement or the intent of any provision hereof.

Procurement of Goods and Services: The Grantee acknowledges that the Foundation is making the grant in reliance upon the fact that the grant proceeds will be spent wisely and expenditures will not be made if the amount payable is more than a market price. Prior to signing a contract for equipment or services at the cost of \$5,000 or more, the Grantee shall satisfy itself (either by obtaining multiple bids or by using other commercially reasonable procedures) that the cost payable under the contract is no more than a market price. At the request of the Foundation, the Grantee shall provide the Foundation with a written explanation of how the proposed vendor was selected and the basis on which the Grantee determined that the amount payable under the contract is no more than a market price. If the Foundation, in its sole discretion, determines that the contract price for the goods or services does not reflect a market price then the grantee shall not enter into the contract. Any purchased Goods and Services under this grant shall remain in the possession of the grantee and/or any other beneficiary of equipment named in the proposal for at least five years. Any proposal to dispose of goods before the end of the five-year period must be submitted by the grantee in writing to the Foundation and approved by the Foundation, in its sole discretion, before the goods can be disposed of.

Title to goods purchased under the grant shall be vested in the Grantee, except the equipment designated for other beneficiaries as requested in your proposal and budget. The Grantee agrees to ensure that all equipment purchased with grant funds will be installed and maintained

on the premises of the grantee and/or beneficiary's institution. In addition, the Grantee agrees to ensure that such equipment shall be used primarily for grant-supported activities and exclusively for bona fide educational purposes¹. Finally, the Grantee shall set up an appropriate system (and cause any other beneficiary hereunder to set up an appropriate system) and provide proof of this system in order to stay in compliance with the grant. The Grantee shall adequately safeguard all assets and shall purchase insurance to protect the equipment against theft, fire, or other losses and shall ensure any beneficiaries under this grant will comply as well.

Publicity: The Grantee will allow the Foundation to review and approve, which approval shall not be unreasonably withheld, the text of any proposed publicity concerning this grant prior to its release. Any publicity that the Grantee proposes must include recognition of the Foundation's financial support. The Foundation may include information regarding this grant, including the amount and purpose of the grant, photographs provided by the Grantee, the Grantee's logo or trademark, or other information or materials about the Grantee's organization and its activities, in the Foundation's periodic public reports, newsletters, news releases and on the Foundation's website. Except as otherwise provided herein, no party shall use the other party's name, logo or trademark without the prior written consent of such other party.

Published Materials: The Grantee shall provide one copy of each publication produced in connection with this grant, including curricula, books, video, newsletters, CDs, press releases, journal and newspaper articles, and conference proceedings, to the Foundation within 15 days of the date that such items are produced.

Records and Reports: The Grantee is required to keep a record of all receipts and expenditures relating to this grant and to provide the Foundation with periodic written financial and narrative reports summarizing the project promptly following the end of the period during which the Grantee is to use all grant funds. The Foundation will also require interim reports. The Grantee's reports should describe progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. The Grantee shall also provide any other information reasonably requested by the Foundation. If the Grantee obtains any audited financial statements covering any part of the period of this grant, the Grantee shall provide a copy to the Foundation as well.

Record Retention and Access: The Grantee shall retain all financial records and other records pertinent to the grant, along with copies of any reports submitted to the Foundation, for no less than four years after submission of final financial and narrative reports.

The Foundation or any of the Foundation's duly authorized representatives, with five days written notice, shall have access during regular business hours to any pertinent books, documents, papers, and records of the Grantee for the purpose of making such financial audits,

¹ Projects with specific equipment requests as identified in your proposal should always receive first priority, before equipment can be used for any other educational purpose.

verifications, or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

Required Notification: The Grantee is required to provide the Foundation with immediate written notification of: (1) the commencement of any audit of the Grantee's tax-exempt status by the Internal Revenue Service or any state agency; (2) any changes in the Grantee's tax-exempt status; (3) the Grantee's inability to expend the grant for the purposes described in the grant award letter; or (4) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Right to Modify or Revoke: The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award if, in the Foundation's reasonable discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or this grant; or (4) for any other reason. In addition, the Foundation reserves the right upon written notice to Grantee to require that Grantee refund all or a portion of the grant proceeds within 60 days of the notice if the Foundation determines, in its reasonable discretion, that such refund is required: (1) because the Grantee used the grant funds for any purpose other than that allowed under the grant documentation or (2) to comply with requirements of any law or regulation applicable to the Grantee or the Foundation.

The Foundation also reserves the right to terminate support in the event the Grantee changes its legal structure or the project director or financial officer. The Grantee agrees to notify the Foundation in writing at least 30 days in advance of any change in its legal structure or the project director or the financial officer.

If the Foundation does not receive signed copies of its grant award letter, of which these general grant terms are Attachment 1, within 14 days after the date of the Foundation's grant award letter, this grant may be revoked.

Should the grant be terminated pursuant to this agreement for any reason, all unexpended grant funds shall be returned to the Foundation, all unpaid grant funds shall be canceled by the Foundation, and, when reasonably possible, all equipment purchased with grant funds shall be returned to the Foundation.

Except as herein provided, this agreement cannot be modified or amended except in writing signed by both the Foundation and the Grantee.

Severability of Provisions: Each provision of this agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid.

Tax-Exempt Status: Unless a school or school district, the Grantee is a not-for-profit organization currently recognized by the Internal Revenue Service as a public charity, as described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code. The Grantee represents and agrees as follows:

- If the Grantee is a supporting organization described in Section 509(a)(3) of the Code, the Grantee is either a Type I or Type II supporting organization or a Type III supporting organization which is functionally integrated,
- The Grantee's tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to the Foundation,
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to the Grantee's tax-exempt status under Sections 501(c)(3) and 509(a) of the Code, and
- The Grantee agrees to notify the Foundation immediately if there is any change in the Grantee's public charity status.

Transparency: Grantee agrees to make its teachers aware of the level of funding available under this grant for materials, supplies, and cultural events in compliance with the grantee budget attached. Request for budget modifications regarding any budget lines, which include materials, supplies, and cultural events, will be rejected unless Grantee can prove that it has complied with the conditions contained in the above referenced section.

Waiver: The failure of any of the parties, at any time, to enforce the provisions or conditions set forth herein or to exercise any right set forth in this agreement shall not constitute a waiver thereof nor affect the right of such party to enforce or preform them in the future.

Word Meanings. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

In the sole discretion of the Foundation, refusal to comply with any parts of these terms and conditions could result in the immediate termination of the grant and a requirement for the Grantee to return all or any part of the funds advanced under the grant.

ATTACHMENT 2: APPROVED BUDGET

Budget Item	Total Cost	Organization Contribution	Grant Amount
Intrepid Travel Tour	19,500	9000	10,500
Airfare	19,500	0	19,500
Total	39,000	0	30,000

ATTACHMENT 3: REPORTING REQUIREMENTS

Please address any questions regarding the Foundation requirements to Connor Seidenschwarz, Arabic Language and Culture Program, tel. (202) 652-0147, ext. 2022, e-mail: cseidenschwarz@qfi.org.

Upload your reports via FluidReview, QFI's Grants Management Portal, at qfi.fluidreview.com.

Final financial and narrative reports on this grant are due by September 30, 2019.
Student blogs, photos, and social media are all due by September 30, 2019, but should be submitted

FINANCIAL REPORTS

Please report all financial information in U.S. dollars. Financial reports must include the following information and be signed by the financial officer responsible for the grant:

1. The Foundation grant number
2. Dates covered by the report
3. The Foundation grant funds received
4. The Foundation Approved Budget (Attachment 2)
5. Actual expenditures for the reporting period compared to each line item of the approved budget
6. Actual cumulative expenditures through the end of the reporting period compared to each line item of the approved budget
7. Explanation of variances between budgeted amounts and actual expenditures
8. Amount of the grant funds remaining unspent at the end of the reporting period
9. The total cost of the program for that academic year at your school and the percentage that QFI is paying of the total cost of the program.

NARRATIVE REPORTS

A narrative report should be less than five pages and include the following information:

1. Briefly describe activities and accomplishments. How closely did they follow the approved plan and original timeframe that were approved by Us?
2. Describe the immediate and possible long-term impacts of the supported activities. How do they relate to the original goals and definitions of success?
3. What were the biggest challenges of the virtual exchange program? What were the successes? If goals were not achieved, explain why.
4. Which strategies and activities were most effective? Least effective? What would you do differently if you were to do this again?
5. Were any programmatic or administrative problems encountered in planning the trip? If so, describe their effect. How were they addressed?
6. Assuming Virtual Exchange activities continue, **describe the steps that will be undertaken to ensure the sustainability of the program established.**

STUDENT BLOGS, PHOTOS, AND SOCIAL MEDIA

During the Grantee's trip, students will be required to submit photos taken during the trip, and write a blog about their experiences. Students blogs should adhere to the following parameters:

- Blog entry should be 1-2 pages long, 12pt font, and double-spaced.
- Students may write whatever they want as long as it pertains to the trip, but the following topics may be used as guidelines:
 - Expectations and impressions of their trip, and how these may have changed by the end
 - How the student felt virtual exchange prepared them for this trip
 - A favorite experience, or aspect of the trip

Additionally, both students and chaperones are encouraged to submit any photos taken during the trip. **Student-submitted materials should be gathered and submitted by the Grantee along with the Final Project Report, due September 30th, 2019.**

ATTACHMENT 4: REQUIREMENTS FOR GRANT MODIFICATIONS

Note: *Unless waived by the Foundation in writing, permission to modify grants will be granted only if requested by the Grantee in writing and in advance.*

Request to Revise the Budget

A revised budget must be requested when transfers among line items amount to more than ten percent of the amount budgeted for any line item or when line items are added or deleted from the original approved budget.

All budget revision requests must:

- Be signed by the financial officer responsible for the grant
- Include an itemized revised budget compared to the original (or most recently approved revision)
- Include a written budget narrative justifying the changes.

Request to Modify Activities and Products

Transfers among line items of the approved budget are permitted within a limit of no more than ten percent of the amount budgeted for each line item. The adjustments shall not result in an increase in the total amount of the grant.

Requests to make substantive changes to the goals and products noted in the grant agreement must include a rationale for the changes. It may be necessary to include a request to revise the budget depending on the extent of the proposed modifications.

Carryover and Extension Requests

If it appears that grant funds will remain unspent when a grant expires, the Grantee may request that the funds be carried over to a renewal grant. If the grant will not be renewed, the Grantee may request a no-cost extension of the duration of the grant to a specific date when all funds will be spent and the activities completed.

Carryover requests must:

- Explain why funds will remain unspent when the grant expires
- Include a financial report that notes the projected or actual amount of unspent grant funds
- Include an itemized budget that indicates how the unspent funds will be allocated in the renewal grant and a written budget narrative justifying the changes.

No-Cost Extension Requests must:

- Propose a new ending date for the grant
- Explain why more time is needed to complete the project
- Include a financial report that compares projected expenditures to the original or most recently approved line item budget for the use of the Foundation funds
- Include a revised itemized budget for the extension period and a written budget narrative justifying the changes.

Request to Transfer Grant from Original Grantee Institution to Another Institution

A request to transfer a grant must include:

- An explanation of why the transfer is needed
- A specific date when the proposed transfer would occur
- Financial and progress reports from the original grantee (accounting to the day of the proposed transfer) that note the amount of unspent grant funds that will be transferred
- A letter from the head of the original grantee institution, or other official authorized to sign on behalf of the grantee institution, relinquishing the grant
- A letter from the head of the new grantee institution, or other official authorized to sign on behalf of the new grantee institution, accepting the grant
- Tax status verification from the new institution
- C.V. and contact information for the new project director
- Contact information for the new project administrator/ financial officer
- Payment instructions for the new grantee institution
- Any other information requested by the Foundation

Request to Change the Project Director

The request to change the project director must include:

- An explanation of why the change has been proposed
- C.V. and contact information for the new project director

Unless waived by the Foundation in writing, all requested grant modifications must be approved in writing by the Foundation before the modifications become effective.

