

This agreement between Echoing Green and you as the Fellow individually, rather than your organization because Echoing Green prioritizes you as the leader. We are committing to support the leader (the Fellow) even if the organization ceases operations, changes names or structures, etc. For this reason, we do not make the agreement between Echoing Green and your organization. Because you (the Fellow) represent an organization, we do reference the entity in the contract. If any of the aforementioned changes to your organization take place, we would update the contract to name the correct legal entity.

While Echoing Green supports a leader, the stipend must be tied to an organization via the organization's bank account or a fiscal sponsor's bank account for tax purposes.

Echoing Green will provide dates for reporting and stipend disbursements in a Fellow Handbook, which also includes expectations and information about support available to Fellows. We'll share this with you soon!

Hello and welcome to your Fellowship Agreement! While there's a lot of legal language here, rest assured that we are leader-first in our approach. If any of the language gives you pause, let us know! Let's chat about it. We want you to feel comfortable with the agreement, the Fellowship and us! Because it is a legal document we definitely recommend you consult a lawyer about it since EG staff can't advise you legally (we can provide a lot of other helpful supports though!)

This should be your current operating name if you are not yet incorporated. If you change your name upon incorporation, we will edit and re-sign the contract and request your articles of incorporation verifying your organization's legal name.

If your organization operates under a "trade name", "fictitious name", or DBA ("doing business as"), we will include both in the contract as "(Legal Name) DBA (Trade Name)."

ECHOING GREEN FELLOWSHIP AGREEMENT

This Agreement ("**Agreement**") is made and effective as of July 1, 2024, by and among {{FELLOW_NAME}}, (the "**Fellow**"), a representative of {{ORGANIZATION_NAME}}, a {{COUNTRY}} {{ORG_STRUCTURE}} with offices located at {{ADDRESS}}, ("the **Organization**"), and Echoing Green, an organization with offices located at 350 Fifth Avenue, Suite 4610, New York, NY 10118 ("**Echoing Green**"). Echoing Green, the Fellow and the Organization hereby agree as follows:

A. Summary of Benefits

Echoing Green will provide the following benefits to the Organization, on behalf of the Fellow, during the Fellowship Term (as defined in Section B below), all of which are contingent upon each of the Fellow's and the Organization's compliance with the terms and conditions outlined in this Agreement:

1. Subject to the terms and conditions of this Agreement, a stipend of \$80,000 to be paid in installments pending satisfaction of Fellow requirements (the "**Stipend**");
2. Participation in Echoing Green Fellows convenings or conferences; and
3. Access to reasonable support from the community of Echoing Green staff, Fellows, and other partners and supporters.

All obligations of the Fellow and the Organization under this Agreement shall be joint and several.

B. Fellowship Term

The term of the Echoing Green Fellowship shall be July 1, 2024 through December 31, 2025 (the "**Term**"). If the Fellow and the Organization remain in compliance with the terms of this Agreement throughout the Term, upon conclusion of the Term, the Fellow will be officially welcomed into the Echoing Green alumni community. Upon joining the Echoing Green alumni community, the Fellow may access certain benefits, which may include programmatic and potential funding opportunities and amplification ("**Alumni Program Offerings**").

For the avoidance of doubt, this Agreement includes requirements that may apply after, and will survive, the conclusion of the Term, including, but not limited to, the requirements set forth in Sections C.4, C.8, E.4 and Addendums A & B.

C. Requirements of the Echoing Green Fellowship

1. Use of Stipend. The Stipend is made only for the purposes of the Organization in alignment with the Organization's focus as stated in the Fellow's application materials (the "**Application**"). The Stipend shall be used for the Organization and for no other purpose.

In accordance with the foregoing, Echoing Green's Stipend funds, and any income earned thereon, may be expended only for charitable, scientific, literary or educational purposes. Specifically, Stipend funds may not be used to carry on propaganda, otherwise to attempt to influence any legislation or to influence the outcome of any election for public office, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, support terrorist activities, terrorist organizations or individuals who engage in or support terrorist activities, or take any other action inconsistent with qualification under Section 501(c)(3) of the IRC.

Echoing Green does not determine how Fellows should use your funds as this is an unrestricted grant. You know your work best! We understand that the demands of running an early-stage organization require flexibility, and we defer to you on how best to allocate resources toward your work. Additionally, we recognize the disparity of unrestricted assets for organizations led by leaders of the global majority compared to white counterparts. Echoing Green prioritizes giving unrestricted funding to proximate leaders to drive impact in your communities. Fellows do not need Echoing Green's advanced approval on use of funds, as long as the stipend is used in support of your organization. We send the stipends to your organization's (or Fiscal Sponsor's) bank account for this reason.

Echoing Green does not name Fiscal Sponsors here. We are entering into the agreement with the Fellow as representative of the Fellow's organization. This is because we are committing to support the leader (the Fellow). The Agreement does not reference Fiscal Sponsors in the event a Fellow stops use of a Fiscal Sponsor's services during their Fellowship.

In order to receive Fellowship payment, we will require 2 agreements: 1) This one! 2) The agreement between you and your Fiscal Sponsor.

These requirements are related to the terms of the recoverable grant as outlined in this contract. There are no other real or anticipated requirements beyond the conclusion of the term.

The payment and cash management policies are as follows: 1) Fellows need to have a bank account designated exclusively for their organization or use a Fiscal Sponsor or “paying agent” depending on their legal designation and local laws and regulations. 2) Fellows need to confirm this bank information with us in writing via a secure, encrypted communication mechanism. We will send you this fancy, secure link before each stipend disbursement. 3) Fellows need to submit a tax document (W-9 or W-8BEN-E) to Echoing Green for payments to be disbursed.

Fellows are responsible for determining which form is appropriate for their organization (W9s are for US-based orgs and W-8BEN-E for international orgs).

For Fellows with Fiscal Sponsors, Fellows will need to obtain and share the appropriate tax document from your sponsor.

2. Separate Fund and Payment/Audit Procedures. All Stipend funds that the Organization receives from, or on behalf of, Echoing Green must be maintained in an account designated exclusively for the Organization. This requirement must be satisfied before Echoing Green can issue payments to the Organization. The Organization will abide by such other payment and cash management policies that are designated by Echoing Green, which may include, among other things, the use of a paying agent or in-country sponsor. Echoing Green shall be entitled to audit the Organization and the Fellow shall cooperate fully in any such audit, including by making all records and personnel available to Echoing Green, its designees and their representatives. The cost of such an audit shall be borne entirely by Echoing Green.

3. Full-time Work. It is a requirement of the Stipend that the Fellow engages in full-time work with the Organization for the entire duration of the Term. Full-time work means that the Fellow spends at least 40 hours per week on Organization business and that the Organization is the primary focus of the Fellow's work efforts.

If the Fellow needs to take a leave from the Organization for the birth of a child, the placement of a child for adoption or foster care, the care of a spouse, life partner, child, or parent with a serious health condition, or the Fellow's own serious health condition, Echoing Green may choose to extend the Term for an equivalent period of time, up to a maximum of 16 weeks beyond the original Term. The total amount of the Stipend will remain the same.

4. Participation in Echoing Green Fellow Convenings and Gatherings. It is a requirement of the Stipend that the Fellow participate in any Echoing Green virtual and in-person convenings or gatherings. Echoing Green will provide reasonable notice of such convenings and gatherings to the Fellow.

5. Return of Stipend Funds. The Organization must return to Echoing Green any Stipend funds and income earned thereon not expended or committed for the purposes of the Stipend as stated in the Application within 12 months following the end of the Term.

6. U. S. Economic Sanctions -- Certification of Compliance. Echoing Green does not provide funding to persons, entities or organizations that are, or that support other persons, entities or organizations that are, the subject of any sanctions administered by the U.S. Government, including the Department of the Treasury's Office of Foreign Assets Control (“OFAC”) and the U.S. Department of State, or the United Nations Security Council, the European Union, the United Kingdom, or other applicable sanctions authority (collectively, “Sanctions”). The Fellow and the Organization each represent, warrant and agree that neither the Fellow nor the Organization, as applicable, is a person, entity or organization that is, or is owned or controlled by a person, entity or organization that is, the subject of Sanctions, or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, as of the date of this Agreement. A list of persons, organizations, and countries subject to U.S. economic sanctions may be found on the website of the Office of Foreign Assets Control, United States Treasury: <https://ofac.treasury.gov/sanctions-programs-and-country-information>. The Fellow and the Organization each also represent, warrant and agree that none of the Stipend funds provided to the Organization by, or on behalf of, Echoing Green will be provided, directly or indirectly, (i) to any person, entity or organization to fund any activities or business of or with any person, entity or organization, or in any country or territory that, at the time of such funding is, or whose government is, the subject of Sanctions, including any dealing in property (including contracts and services) with a person, entity or organization that is the subject of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any person, entity or organization.

7. Bribery. Each of the Fellow and the Organization represent, warrant and agree that none of the Stipend funds provided to the Organization by, or on behalf of, Echoing Green will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment of, money or anything else of value to any foreign official, foreign political party or official thereof, or to

We believe this commitment to full-time work with your organization for the duration of the Fellowship is key to focus fully on launching and growing early-stage organizations. Fellows can engage in other commitments, such as fellowships, part-time roles, etc., but must ensure they are dedicating 40 hours a week to the organization. If you've received all of your grant stipends but your term is not yet complete, the full-time requirement remains.

any candidate for foreign political office, or to any other person or entity in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption or anti-bribery laws. As used herein, a “**foreign official**” means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or a public international organization, or any person acting in an official capacity for or on behalf of any such government, department, agency or instrumentality, or for or on behalf of any such public international organization.

8. Fellow Conduct Agreement. The Fellow must abide by Echoing Green’s Fellow Conduct Agreement set forth in Addendum A.

9. Reporting Requirements. The Fellow hereby agrees to regularly provide updates to Echoing Green on the status of the Organization during the Term. This requirement includes the Fellow’s commitment to be responsive to any and all requests for information from Echoing Green staff by email, phone, letter or other means of communication. Echoing Green will make an effort to minimize the burden of reporting. Such reporting requirements will be provided in advance of applicable due date, and may include:

- Qualitative and/or quantitative reports; calls with Echoing Green staff, calls with Fellow peers; informal surveys, and other formats.

Reporting is generally requested on the following schedule about every 6 months. Timeline and survey details are subject to change during the course of the Fellowship, with guidance below:

- Baseline: at Fellowship start
- Mid-point 1: 6 months into the Fellowship
- Mid-point 2: 12 months into the Fellowship
- Endline: at Fellowship end

Baseline and Endline Surveys: These surveys will collect a wide range of data about the Organization, inviting the Fellow to reflect on leadership and impact goals. These surveys will also inform how Echoing Green and the Fellow community can support the Fellow’s leadership growth.

Mid-point Survey(s): These surveys will collect goals and actuals for the Organization for the time periods specified across a number of areas which may include, but are not limited to.

Financials

- Cash in the Bank
- Organizational Spending
- Funds Raised
- Yearly Budget

Impact

- Constituents Served

People

- Number of Staff
- Number of Volunteers
- Number of Board Members

If a Fellow does not comply with reporting requirements (for example, if chronically late, missing information, incomplete or inaccurate), Echoing Green reserves the right to withhold future Stipend payments or other beneficial Fellow opportunities until the requirements are met. Echoing Green may

consider accommodating extenuating circumstances, provided that a Fellow gives notice to Echoing Green as soon as practical.

Any misrepresentation or materially misleading misstatement in these or any other reports to Echoing Green is a breach of this Agreement and subject to the remedies set forth in Section D.

Upon request from Echoing Green the Fellow agrees to provide additional information, promptly, including without limitation, information regarding the finances of the Organization, the names of and contact information for the members of the governing board of the Organization and information regarding the Organization's current clients at any time during the Term.

Echoing Green may monitor and conduct an evaluation of operations funded by the Stipend, which may include a visit from Echoing Green personnel to observe the Organization's program, discuss the program with the Organization's personnel, attend the Organization's board meetings, and review financial and other records and materials connected with the activities financed by the Stipend.

If requested by Echoing Green, the Fellow and the Organization shall sign, certify and deliver an affidavit or other sworn statement detailing the use of the Stipend funds, compliance with applicable law and such other matters as are requested by Echoing Green.

10. Repayment of Capital from For-Profit Fellow Organizations

(a) If at any time during the Term the Organization is structured as a for-profit or other type of entity that permits distribution of profit to shareholders (or equivalent) (a "**For-Profit Structure**") or the Fellow and/or the Organization establish or are involved in the establishment of an organization with a For-Profit Structure (together with any successor organization thereto, the "**For-Profit**") in any jurisdiction and the corporate purposes of the For-Profit are substantially similar (as determined by Echoing Green at its sole discretion) to the purposes of the Organization described in the Application:

(i) without any action by Echoing Green, the Fellow and the Organization shall automatically become jointly and severally bound by the terms of Addendum B attached hereto and made a part hereof, including the obligation to repay the Stipend in accordance with the terms of Addendum B;

(ii) the Fellow and the Organization shall promptly notify Echoing Green that the Organization is structured as a For-Profit or the For-Profit has been established, as applicable; and

(iii) the Fellow and the Organization shall, if requested to do so by Echoing Green, promptly cause the For-Profit to enter into an agreement in form and substance satisfactory to Echoing Green with Echoing Green on the terms set forth in Addendum B.

(b) The Fellow and the Organization agree that:

(i) neither the Fellow nor the Organization will establish or become involved in the establishment of a For-Profit without first determining that doing so will not lead to a violation of any applicable law; and

(ii) any and all transactions between the Organization and/or the Fellow on the one hand and the For-Profit on the other hand will comply with all applicable laws.

11. Personal Financial Responsibility. The Fellow and the Organization are responsible for all income taxes owed on the Stipend, except if the Fellow is a non-resident alien of the United States, in which

As a global organization, we understand that legal structure designations vary widely from country to country. We defer to TechSoup (via NGOsource) and Benevity for defining nonprofit equivalence, as they are the leading validators of nonprofit status. If your organization does not meet the requirements for nonprofit equivalence, then the terms of the recoverable grant would apply.

Many organizations would be extremely unlikely to trigger repayment terms (a Capitalization Event or Scale Event). Fellows are asked to report to Echoing Green biannually their recoverable grant status and there would be ample time to anticipate a trigger and to determine a path forward should the organization be predicted to trigger those terms. Below are some links that may be helpful!

<https://www.ngosource.org/>

<https://benevity.com/causes>

case taxes will be withheld from the Stipend. Echoing Green does not, and cannot, give tax advice and recommends that the Fellow and the Organization consult a tax expert regarding tax liability matters.

12. Organization Representations. The Organization hereby represents and warrants to Echoing Green as follows: (a) the Organization is duly organized and in good standing in the jurisdiction of its organization as of the effective date of this Agreement, and the execution, delivery and performance of this Agreement by the Organization has been duly authorized by all necessary action on the part of the Organization and (b) this Agreement has been duly executed and delivered by the Organization and, with due authorization, execution and delivery by Echoing Green, constitutes a legal, valid and binding obligation of the Organization, enforceable against the Organization in accordance with its terms.

13. Assignment. Neither the Fellow nor the Organization may (a) assign or otherwise transfer this Agreement or any of its rights under this Agreement or (b) delegate any of its obligations under this Agreement, in each case without the prior written consent of Echoing Green. Any assignment, transfer or delegation in violation of the prior sentence shall be null and void. Echoing Green may (x) assign or otherwise transfer this Agreement or any of its rights under this Agreement and (y) delegate any of its obligations under this Agreement, in each case to any entity, person or organization at Echoing Green's sole discretion. Upon any such assignment, transfer, or delegation, Echoing Green shall automatically without any action by any person be released and discharged from the portion of its obligations under this Agreement subject to such assignment, transfer, or delegation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

D. Termination

1. Echoing Green reserves the right to terminate this Agreement for cause by giving written notice to the Fellow and the Organization. The term "cause" means: (a) the Fellow's or the Organization's willful misconduct or gross negligence in the performance of their respective obligations under this Agreement; (b) the material breach of this Agreement by the Fellow or the Organization; (c) the conviction of the Fellow or any officer or director of the Organization for, or the entering by the Fellow or such officer or director, as applicable, of a guilty plea or plea of no contest with respect to, any crime that constitutes a felony or involves fraud, dishonesty or moral turpitude; (c) the Fellow's commission of an act of fraud, embezzlement or misappropriation against the Organization or Echoing Green or the Organization's commission of an act of fraud, embezzlement or misappropriation against Echoing Green; (d) the Fellow's material breach of the fiduciary duty owed by the Fellow to the Organization or Echoing Green or the Organization's material breach of the fiduciary duty owed by the Organization to Echoing Green; or (e) the Fellow or the Organization engaging in any improper conduct that has or is substantially likely to have an adverse economic or reputational impact on the Organization or Echoing Green.
2. Any party may terminate this Agreement for any reason or no reason by giving sixty (60) days' written notice to the other parties.

E. Noncompliance with the Echoing Green Fellowship Terms

1. Without limiting Echoing Green's rights under Section D., each of the Fellow's and the Organization's failure to comply with any of its obligations under this Agreement shall constitute a breach of this Agreement. The breach of this Agreement shall entitle Echoing Green to exercise any remedies available to Echoing Green at law or in equity, as determined in Echoing Green's sole discretion, including, but not limited to:

- (a) Contacting the Organization's stakeholders or investors to inform them of such breach;
- (b) Suspending any benefits or leadership development opportunities as part of the Fellowship during the Term or the Alumni Program Offerings, including, but not limited to, invitations to Echoing Green or affiliated events, awards or other recommendations, promotion of the Fellow or the Organization on social media or the like;
- (c) Imposition of additional reporting or other corrective actions during a temporary probationary period;
- (d) Reduction or termination of future funding during the Term and as part of the Alumni Program Offerings;
- (e) Requiring the return of the Stipend funds disbursed by Echoing Green during the Term;
- (f) Removal of the designation "**Echoing Green Fellow**" or "**supported by Echoing Green**" and the requirement that the Fellow and the Organization cease using Echoing Green's logo or name in connection with the Fellow's and the Organization's activities; and/or
- (g) Termination of benefits outlined in Section A and B.

The terms of this Agreement may not be waived except by prior written consent of Echoing Green. No such waiver shall be construed as a waiver of any subsequent or different breach. Echoing Green's failure to seek remedies or delay in exercising remedies for any breach of this Agreement does not constitute waiver of Echoing Green's right to pursue remedies for such or any other breach. No single or partial exercise of any remedy precludes the exercise of any other remedy. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by applicable law.

F. Miscellaneous

1. Governing Law and Dispute Resolution. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be enforced entirely within such State. Subject to the arbitration clause below, the parties irrevocably submit to the exclusive jurisdiction of the federal or state courts located in New York County, New York in connection with any disputes arising under this Agreement and waive any defense based on lack of jurisdiction, improper venue, or forum non conveniens. In the event of any controversy, claim or dispute ("dispute") related to or arising out of the Agreement, the parties agree to attempt in good faith to resolve such dispute by informal negotiation. If good faith negotiations are unsuccessful, the parties agree that exclusive jurisdiction for the dispute shall be binding arbitration before one arbitrator mutually agreed upon by the parties. Either party may commence binding arbitration. If the parties cannot agree on the selection of an arbitrator, they shall each select one arbitrator from the list of qualified [JAMS](#) arbitrators and those two arbitrators shall select the person who shall serve as the arbitrator for such dispute. Arbitration shall be initiated and take place in New York, New York and shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator will have no authority to award punitive, exemplary, special, consequential, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The costs of arbitration will be shared equally by the parties. Each party will be responsible for its own attorney's fees. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

2. Entire Agreement. This Agreement, together with the attached Addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral or written statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions hereof. This Agreement supersedes any prior or

contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. Counterparts delivered by email in .pdf or by other electronic means (e.g., DocuSign) are as effective as if executed manually.

4. Confidentiality. Echoing Green, the Organization and the Fellow each agrees not to disclose at any time to any other person or entity other than to its equity holders, directors, officers, employees, agents, and advisors who have a need to know or otherwise use for any purpose other than the implementation of this Agreement, in each case without first receiving prior written consent from the other party (consent from either the Organization or the Fellow being deemed to constitute consent from both the Organization and the Fellow) confidential or proprietary information of any other party, including information not generally known to the public and information which, if known to competitors of the disclosing party or third parties would be harmful to or undermine the business of the disclosing party ("**Confidential Information**").

The term Confidential Information shall not include information: (i) known or available to the public prior to disclosure of such information by a disclosing party to the receiving party, (ii) generally known by those with ordinary skill in fundraising or non-profit or for-profit management, (iii) disclosed to a receiving party on a non-confidential basis by a third party unless the receiving party has actual knowledge that such third party is disclosing such information to the receiving party in breach of such third party's confidentiality obligations to the parties to this Agreement (other than the receiving party); (iv) rightfully in the possession of the receiving party prior to disclosure of such information by a disclosing party or known to the receiving party prior to receipt of such information from the disclosing party; or (v) independently developed by persons without access to Confidential Information and without use of any Confidential Information of the disclosing party. The receiving party shall be responsible for any breach of this Section by the receiving party or its representatives and shall immediately notify the disclosing party upon discovery of any potential unauthorized disclosure of the Confidential Information.

The foregoing restrictions on disclosure of Confidential Information shall not apply to:

Heads up that this language means you may not share the contract itself. It does not prevent you from talking about the fact that you are an EG Fellow – when we let you know we are going public with the news, you can announce it. Shout it to the world in fact! We are excited for you!

- (a) disclosure by Echoing Green of the existence of this Agreement or content and language of this Agreement to any other person, entity or organization;
- (b) disclosure by Echoing Green to persons, entities or organizations that currently or may in the future provide funding to Echoing Green;
- (c) disclosure in connection with the exercise of any remedy hereunder or any action or proceeding relating to this Agreement or any enforcement of any remedy hereunder, including, but not limited to, disclosure by Echoing Green to the Organization's stakeholders or investors in the event of a breach of this Agreement by the Fellow or the Organization;
- (d) if the Organization has a For-Profit Structure, disclosure by the Fellow or the Organization to potential investors in the Organization;
- (e) disclosure required to be made to any public body or required by any self-regulatory organization or other regulatory agency governing the activities of Echoing Green, the Organization or the Fellow;
- (f) disclosure to the extent required by applicable laws or regulations or by any subpoena or similar legal process; or

We're eager to share the news and imagine you are, too! You can inform an investor that you have additional funding of \$80,000 from a nonprofit organization. However, please do not disclose your status as an Echoing Green Fellow until the official public announcement. This is in part to ensure that we're able to directly inform Finalists who have not been selected for the Fellowship of their status (i.e. so they do not potentially learn from another source). Additionally, we hope to build momentum for sharing the news publicly in the official announcement. Echoing Green's communications team is preparing for this announcement and will share a social media toolkit to help you amplify the great news!

(g) subject to an agreement containing provisions substantially the same as those of this Section F.4, disclosure to any permitted assignee.

Provided however, that if a party is requested or required to disclose Confidential Information pursuant to (c), (e) and (f) above, the other parties to this Agreement must be given written notice as soon as practicable after the request or requirement to either seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, such party will disclose only that portion of the Confidential Information which, upon the advice of such party's counsel and after notifying the other parties where permitted by such applicable law, is legally required to be disclosed.

5. Notice. All notices and demands of any kind that any party may be required to serve upon any other party under the terms of this Agreement shall be in writing and shall be served upon such other party by nationally recognized overnight courier providing a receipt for delivery, by certified or registered mail, postage prepaid, with return receipt requested, or by personal delivery at the applicable address set forth in the introductory paragraph or to such other address as that party may designate in writing. Notices will be deemed effective upon the date of receipt (or refusal of delivery).

6. Severability. The illegality, invalidity, or unenforceability of any provision of this Agreement (as determined by a court of competent jurisdiction) shall not affect the legality, validity, or unenforceability of the remaining provisions, and this Agreement shall be construed in all respects as if any illegal, invalid, or unenforceable provision were omitted.

7. Amendment. This Agreement shall not be modified or amended, in whole or in part, except by written amendment signed by all of the parties.

[The remainder of this page is intentionally left blank]

One question we get a lot is "I noticed Echoing Green didn't include a force majeure clause. Can this be added?" -- our question to you is, are you a lawyer!? Great question. Echoing Green does not include this provision in the agreement. However, in our history of funding Fellows, multiple Fellows made decisions to temporarily or permanently step away from their organization or Fellowship due to events or challenges they faced. We ask that Fellows maintain transparent communications with us about these events, and our consistent approach has been to temporarily or permanently release Fellows from their contractual obligations. While uncommon, it may be in your interest to designate a proxy at your organization who has authority to communicate with funders and clients about contracts such as this. Should such an event or challenge arise, we will be happy to discuss amending this agreement with you or with that proxy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Echoing Green

By: \signature2 {"size": "medium"}\

Initials: \initial2 {"size": "medium"}\

Full Name: \fullname2 {"size": "medium"}\

Email: \email2 {"size": "small"}\

Date: \date2 {"size": "small"}\

Title: \title2 {"size": "small"}\

Officer of the Organization:

By: \signature1 {"size": "medium"}\

Full Name: \fullname1 {"size": "medium"}\

Founder of the Organization:

By: \signature1 {"size": "medium"}\

Initials: \initial1 {"size": "medium"}\

Full Name: \fullname1 {"size":"medium"}\

Email: \email1 {"size":"small"}\

Date: \date1 {"size":"small"}\

Title: \title1 {"size":"small"}\

Addendum A: Fellow Conduct Agreement

This Addendum A (the “**Addendum**”) is entered into in connection with the Agreement to which this Addendum is attached.

Building a loving, inclusive, and safe community is an intentional act - and Echoing Green is committed to doing the work to create such a community. As Echoing Green Fellows, there is a collective agreement and commitment to engage others in and outside of this community with care, thoughtfulness, and respect.

To meet this commitment, all Fellows are required to abide by Echoing Green's Fellow Conduct Agreement outlined below:

A. Terms of Conduct

1. Whether working alongside community members back home, or attending an Echoing Green event, Fellows should conduct themselves in a manner that reflects their role as leaders in the movement to create a more just world, and prominent members of the Echoing Green community. Fellows are asked to actively contribute to the safety and well-being of all by refraining from inappropriate conduct *and* reporting inappropriate conduct you observe or are subjected to.
 2. Inappropriate and prohibited conduct may include, but is not limited to:
 - a. Actions deemed illegal by local and/or international governing bodies;
 - b. Deliberate intimidation, stalking, following, threatening conduct, violence, harm caused to others, or any action *meant* to deliberately cause harm to others;
 - c. Inappropriate physical contact, unwelcome sexual attention or sexual advances, requests for sexual favors, unwelcome sexual banter, unwelcome visual or non-verbal conduct of a sexual nature;
 - d. Unwelcome verbal or written comments, remarks, jokes, images, pictures, that are derogatory or disrespectful towards one's gender identity or expression, age, sexual orientation, ability or disability, race, ethnicity, religion, class, caste, tribe or any other legally protected category;
 - e. Unwelcome or unwanted photography or recording of an individual, and sustained disruption of talks or other events;
 - f. Violation of Echoing Green's [Anti-Harassment Policy](https://echoinggreen.org/anti-harassment-policy-and-retaliation-policy/) (which may be viewed in full at <https://echoinggreen.org/anti-harassment-policy-and-retaliation-policy/>).
 - g. Violation of Echoing Green's [Code of Conduct Policy](https://echoinggreen.org/policies/code-of-conduct/) (which may be viewed in full at <https://echoinggreen.org/policies/code-of-conduct/>).
- B. **Reporting and Investigation** If you believe Echoing Green's Fellow Conduct Agreement have been violated, or have any other concerns, please report it to fellowsupport@echoinggreen.org. Echoing Green investigates all reports of violations, a process that includes engaging outside legal counsel and a thorough review process.
- C. **Consequences for Violation**
1. If a Fellow is found to have been and/or is currently engaging in conduct in direct violation of this Fellow Conduct Agreement, [Code of Conduct Policy](#), or [Anti-Harassment Policy](#), Echoing Green may take any action it deems appropriate, including but not limited to:
 - a. Inability to apply for any follow-on or future funding opportunities from Echoing Green;
 - b. Inability to attend Echoing Green sponsored or co-sponsored events, including but not limited to workshops or gatherings organized with Echoing partner organizations, and Echoing Green's All Fellows Convening;

- c. Inability to be considered or nominated for funding, award, or any recognition opportunities through Echoing Green partnerships;
- d. Inability to be considered for Echoing Green speaking opportunities;
- e. Removal of or modification to Fellow profile within the Echoing Green Fellow directory;
- f. Removal from shared community spaces, including Fellow-only listservs, and Echoing Green managed groups on Slack and WhatsApp;
- g. Termination of the Agreement to which this Addendum is attached and Echoing Green's obligation to disburse any unpaid portion of the Stipend.

D. Your Agreement

Your acceptance of the Echoing Green Fellowship means you agree to this Fellow Conduct Agreement, Echoing Green's [Code of Conduct](#) and [Anti-Harassment Policy](#).

Addendum B: Recoverable Grant Additional Terms for For-Profit Fellow Organizations

This Addendum B (the "**Addendum**") is entered into in connection with the Agreement to which this Addendum is attached. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

A. Stipend is Recoverable

1. Upon the occurrence of a Capitalization Event or Scale Event (each, as used in this Addendum, as defined in Section C.2.(b) or C.3. below, as applicable), at any time during the period commencing with the date of the Agreement to (and including) the fifth anniversary of the date of the Agreement, the Fellow and the Organization agree, jointly and severally, to repay the Stipend paid to the Organization pursuant to the Agreement in accordance with the terms of this Addendum.
2. The Stipend subject to this Addendum is referred to herein as the "**Recoverable Grant**".
3. No Stipend payments shall be due to the Organization after the occurrence of a Capitalization Event or Scale Event.
4. If the Organization has a For-Profit Structure, references in this Addendum to the "**For-Profit**" refer to the Organization or successor organization thereto.

B. Recoverable Grant Assignment

1. In the event that all or a portion of the Recoverable Grant is assigned by Echoing Green to a third party assignee (an "**Assignee**"), Echoing Green shall give notice to the Fellow and the Organization. Assignment shall not alter the Fellow's or the Organization's obligations to Echoing Green under the Agreement, except to the extent such obligations are explicitly assigned.
2. Without limiting the provisions of Section F.4 of the Agreement, each of the Fellow and the Organization hereby consents to Echoing Green providing to such Assignee any financial information about the Organization and any other information relating to compliance with the terms of the Agreement.

C. Repayment

1. The Recoverable Grant shall become repayable upon any Capitalization Event or Scale Event. If no Capitalization Event or Scale Event occurs within five (5) years after the date of the Agreement, the Stipend shall be deemed earned in full and will thereafter not be subject to repayment.
2. Capitalization Event
 - (a) The Fellow and the Organization shall give prompt written notice to Echoing Green of any planned stock sale, stock issuance or other similar transaction that is reasonably expected to result in a valuation of the For-Profit (a "**Proposed Capitalization Event**").
 - (b) A "**Capitalization Event**" shall occur upon the closing of any Proposed Capitalization Event that values the For-Profit at greater than \$5 Million U.S. dollars (or the non-U.S. currency equivalent thereto). The Fellow and the Organization shall notify Echoing Green within five (5) days of a Capitalization Event. Such notice shall include any relevant documentation evidencing the U.S. dollar valuation of the For-Profit.

(c) If a valuation of the For-Profit is made in non-U.S. currency, the U.S. dollar equivalent shall be calculated using the average OANDA Corporation exchange rate over the five (5) days prior to the date of the Capitalization Event.

3. Scale Event

A "**Scale Event**" shall occur on the last day of the For-Profit's financial year in which, for the first time, the total earned revenues of the For-Profit are greater than USD 2 Million for such financial year, and the For-Profit's net income (as determined in accordance with generally accepted accounting principles) is greater than zero. If revenues are calculated in non-U.S. currency, the U.S. dollar equivalent shall be calculated using the OANDA Corporation exchange rate on the last day of the For-Profit's financial year.

The Fellow and the Organization shall notify Echoing Green:

(a) promptly upon a Fellow or the Organization becoming aware that a Scale Event is reasonably likely to occur in that financial year; and

(b) within five (5) days after the occurrence of a Scale Event has been documented.

4. Echoing Green may, at its own discretion: (a) choose to accept repayment in single or multiple installments of cash and on a repayment schedule as agreed by Echoing Green and the Fellow or the Organization; or (b) elect to waive all rights to repayment.

5. Echoing Green shall notify the Fellow or the Organization in writing of its final determination regarding the required terms for repayment (the "**Repayment Notice**") within 60 days of its receipt of notice pursuant to Section C.2.(b) or C.3.(b) of this Addendum, as applicable, of a Capitalization Event or Scale Event, as applicable, unless the date of the delivery of the Repayment Notice is extended by mutual agreement of the parties. The date on which the first of the Fellow or the Organization receives such Repayment Notice shall be the "**Repayment Notice Date**". If Echoing Green fails to provide notice to the Fellow or the Organization within sixty (60) days of its receipt of notice pursuant to Section C.2.(b) or C.3.(b) of this Addendum, as applicable, of a Capitalization Event or Scale Event, as applicable, Echoing Green shall be deemed to have waived its right to repayment triggered by such Capitalization or Scale Event, as applicable.

Notwithstanding the foregoing, such waiver does not discharge either the Fellow or the Organization of its repayment obligation upon the occurrence of any other Capitalization Event or Scale Event and does not waive Echoing Green's right to repayment triggered by any other Capitalization Event or Scale Event.

6. The amount to be repaid pursuant to the terms hereof shall be calculated as the aggregate amount of Recoverable Grant payments paid to the Organization during the Term.

7. In the event that the Fellow or the Organization, with prior written approval from Echoing Green, makes a repayment in local currency, the amount to be paid in the local currency shall be calculated using the average OANDA Corporation exchange rate over the five (5) days following the Repayment Notice Date. The Fellow and the Organization, jointly and severally, shall bear the cost of any fees, expenses or taxes relating to any repayment made outside the U.S.

D. Reporting Requirements

1. In addition to any reporting requirements under Section C.7 of the Agreement, the Fellow shall provide to Echoing Green until receipt of a Repayment Notice or written notice from

Echoing Green that repayment has been waived or until the Recoverable Grant has been forgiven pursuant to Section C.1 of this Addendum, whichever comes first:

- (a) Unaudited financial information of the For-Profit within 90 days of the end of each financial year;
- (b) If available, audited financial statements of the For-Profit within 180 days of the end of each financial year; and
- (c) Semi-annually as requested by Echoing Green, a completed survey regarding the fellowship.