

GRANT AGREEMENT

ON

Project Name

BETWEEN

Grantee's Name

AND

The Sasakawa Peace Foundation

DATED as of

THE SASAKAWA PEACE FOUNDATION
GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Sasakawa Peace Foundation (hereinafter called "Grantor") and [Grantee's Name] (hereinafter called "Grantee"), relating to the Project entitled ["Project Name"] (hereinafter called the "Project"), WITNESSETH:

Grantor agrees to award the following grant and Grantee agrees to accept such grant in accordance with the terms and conditions hereinafter set forth:

ARTICLE I

Grant

Section 1.1 Amount of Grant

Grantor awards the following grant (the "Grant") to Grantee:

Grant Ceiling: US\$

Grant Period: Begins - April 1, 2025

Ends - March 31, 2026

Section 1.2 Planned Disbursement Amounts and Schedule

First Disbursement: US\$()

Due Date: the end of the following month from the effective date of this agreement.

Second Disbursement: US\$()

Due Date: the end of the following month from the date on which the Grantor's review of both the interim narrative and expenditure reports have been completed.

The total of all disbursements shall not exceed US\$ (Approved Amount).

Section 1.3 Manner of Disbursement

The amount of each disbursement shall be remitted to Grantee in (U.S.

dollars) by wire transfer to the following bank account or to such other bank account as may be hereafter designated by Grantee in writing:

Bank Name: (Bank Name and Branch Name)

Address:

Account Name:

Account Number:

Swift

ABA

ARTICLE II

Expenditure and Settlement of Grant Funds

Section 2.1 Grant Expenditure Budget

Grantee shall use the grant funds received from Grantor solely in pursuit of the purpose, objectives and activities of the Project as described in Appendix I hereto and in accordance with the budget plan as described in Appendix II hereto.

Section 2.2 Budget Alteration

Under no circumstances shall Grantee alter the items of expenditure set forth in Appendix II hereto by transfer of any amount from the budget for an Activity to the one for another Activity without the prior written approval of Grantor.

Section 2.3 Non-chargeable Expenses

In no circumstances shall any expenses incurred prior to or after the Grant Period set forth in Section 1.1 of Article I hereof (the "Grant Period") be charged against the Grant. Any expenses incurred during the Grant Period but wholly or partially disapproved by Grantor upon examination of the narrative and expenditure reports stipulated in Article V hereof (the "Reports") shall be excluded from the expenses chargeable against the Grant to the extent such expenses are disapproved by Grantor.

Section 2.4 Settlement of Grant Funds

In case the total expenditures verified by Grantor in accordance with the Audit provided in Section 5.6 is less than the grant funds already received from Grantor, Grantee shall remit the exceeding amount to Grantor by wire

transfer of **U.S. dollar** funds to the bank account designated by Grantor no later than (30) days after the receipt of the audit result (in the event of the omission of the Audit, it shall be read as the date of which Grantee submits the final narrative and expenditure report). In the event that Grantee fails to return the exceeding amount by due date above, Grantee shall pay interest on the outstanding exceeding amount from the next day after the due date up to the date of actual payment thereof at the rate of 10.95% per annum.

ARTICLE III

Project Implementation and Modification

Section 3.1 Project Implementation

Grantee shall implement the Project and use the grant funds solely for the purpose, objectives and activities of the Project as described in Appendix I hereto.

Section 3.2 Project Modification

Grantee shall not modify the purpose, objectives or activities of the Project in any substantial manner without the prior written consent of Grantor.

ARTICLE IV

Expenditure Record Keeping

Section 4.1 Separate Records

Grantee shall keep true, accurate and detailed records of expenditures for the Grant separate from its other projects. These records shall reflect generally accepted international accounting principles.

Section 4.2 Inspection

The records of expenditures referred to in Section 4.1 of this Article, together with all relevant vouchers and receipts in their original form, and other relevant materials and information shall be open to inspection by a duly authorized representative of Grantor and/or a certified public accountant selected by Grantor at any time during the Grant Period and five years thereafter, or, if this agreement is terminated pursuant to Article VII hereof, five years after the effective date of such termination to the extent necessary

for the purpose of assuring that the provisions of this agreement are properly carried out.

Section 4.3 Cooperation with Inspection

Grantee shall keep the record of expenditures referred to in Section 4.1 of this Article and all relevant vouchers and receipts for the Projects during the Grant Period and five years thereafter, provide necessary documents for the inspection with Grantor, and cooperate with the inspection referred to in Section 4.2.

ARTICLE V

Reports to Grantor

Section 5.1 Submission of Reports

Grantee shall prepare and submit to Grantor the following reports on the Project in accordance with the schedule specified below:

(Interim Narrative and Expenditure Reports 31 October, 2025)

The reporting period for the interim narrative and expenditure reports is for the period between the start of the Grant Period and 30 September, 2025.

(Final Narrative and Expenditure Reports April 6, 2026)

If the progress of the Project is behind schedule as at the end of the reporting period covered by the interim narrative and expenditure reports, Grantor shall have the right to change the submission dates of interim narrative and expenditure reports and final narrative and expenditure reports, as it deems appropriate.

Section 5.2 Provision of Reproductions

Upon Grantor's request, Grantee shall provide Grantor, free of charge, with a reasonable quantity of reproductions of the Project Results (as defined below) at the time of submission of the Final Narrative and Expenditure Reports. However, if producing such reproductions imposes an excessive burden on Grantee, the parties shall consult to determine an appropriate course of action.

Section 5.3 Interim Narrative and Expenditure Reports

In the interim narrative report, Grantee shall provide a brief explanation of the progress of the Project to date in accordance with Appendix I hereto. In the interim expenditure report, Grantee shall include a brief financial

summary of all expenditures made to date in each of the itemized categories of the budget plan in Appendix II hereto.

Section 5.4 Final Narrative Report

In the final narrative report, Grantee shall describe the contents and objectives of the Project, the way in which it was implemented, the degree to which the established objectives were met, and the difficulties that were encountered. The report shall also describe the results and expected outcomes of the Project. The report shall include copies of any related publications which have been prepared or issued during the Grant Period.

Section 5.5 Final Expenditure Report

In the final expenditure report, Grantee shall give a detailed accounting of all expenditures made during the entire Grant Period in each of the itemized categories of the budget plan in Appendix II hereto. The report shall be certified and signed by Grantee's Comptroller or the person responsible for managing the Project's funds and submitted to Grantor no later than the date stipulated in Section 5.1.

Section 5.6 Audit of Final Expenditure Report

Grantor will audit the submitted final narrative report and expenditure report for the purpose of verifying the total sum of the expended grant funds and determining the appropriateness of the expenditures ("Audit") and notify the result of the Audit to Grantee. However, Grantor may, at its sole discretion, omit the Audit.

ARTICLE VI

Effective Date

Section 6.1 Effective Date

The effective date of this agreement shall be the date on which the second of the parties (Grantor) hereto executes this agreement. In case the signature date of the second of the parties is later than the first day of the Grant Period, this agreement shall be effective retroactively to the first day of the Grant Period.

ARTICLE VII

Termination

Section 7.1 Termination by Mutual Agreement

This agreement may be terminated at any time during the Grant Period by mutual agreement of Grantor and Grantee.

Section 7.2 Termination by Default

Grantor may, at any time, terminate this agreement in whole or in part by giving written notice to Grantee effective immediately, under the following circumstances:

- (1) If Grantee commits a fraudulent or other wrongful act or failure to act in connection with its application for the Grant.
- (2) If Grantee uses all or part of the grant funds received from Grantor hereunder for any purpose other than to pursue the purpose, objectives and activities of the Project as described in Appendix I hereto or in any manner other than in accordance with the budget plan as described in Appendix II hereto.
- (3) If Grantee fails to perform any of its obligations under this agreement.
- (4) If Grantee makes or commits any illegal or other unjustifiable payment or other act in connection with the implementation of the Project.
- (5) If Grantor deems it unlikely that the Project will be implemented as contemplated by this agreement.
- (6) If Grantee makes false statements in the business plan and budget plan, including but not limited to Appendix I and Appendix II, and other documents submitted to Grantor by Grantee.
- (7) If Grantee has fallen or is likely to fall into a state of suspension of payment or insolvency or has been subject to a suspension of transactions by a clearing house.

- (8) Grantor is subject to seizure order, provisional seizure order, provisional disposition order, auction order, disposition order for tax delinquency, or other disposition order by the exercise of public authority, becomes bankrupt or insolvent or any agreement or court proceeding is initiated relating to its financial instability.
- (9) If Grantee has passed a resolution for dissolution.
- (10) If Grantee violates any laws and regulations or the Articles of Incorporations and is found to be significantly unqualified for the operation of the Project.
- (11) If Grantee refuses, interferes with, or avoids the Audit by Grantor or makes false reports or statements during the Audit.

Section 7.3 Return of Grant Funds

Upon termination of this agreement, Grantor may, at its option, demand Grantee to return the whole or a part of the grant funds theretofore received by Grantee under this agreement, in which event Grantee shall return the same to Grantor on or before the date designated by Grantor and otherwise as instructed by Grantor.

Section 7.4 Overdue Interest

In the event that Grantee defaults in the return payment of the grant funds as required pursuant to Section 7.3 above, Grantee shall pay interest on the amount to be so returned from the date of such default up to the date of actual payment thereof at the rate of 10.95 % per annum, provided, however, that Grantor may, in its sole discretion, waive all or part of such overdue interest.

ARTICLE VIII

Grant Evaluations

Section 8.1 Grant Evaluations

Grantor may monitor and evaluate the Project activities under the Grant, which may include requesting reports from Grantee, visiting Grantee's offices or workplaces by Grantor's personnel or personnel appointed by Grantor, discussion with Grantee's personnel, and reviewing financial and other records and materials and properties at Grantee's offices or workplaces

related to the Project activities financed by the Grant in an effort to determine whether Grantee's activities meet Grantor's funding objectives and to verify the appropriateness of the expenditures. Grantee agrees to cooperate fully in such efforts.

ARTICLE IX

Public Announcements

Section 9.1 Grantee's Public Announcements

Whenever Grantee makes any public announcements relating to the Project or publishes or releases any Project Results on the web (including, but not limited to, reports, presentation materials, books, articles, devices, videos, software, and, in principle, research data collected or generated during the Project) (hereinafter referred to as the "Project Results"), Grantee shall clearly state in such announcement or publication that the Project was financially supported by Grantor.

Section 9.2 Grantor's Public Announcements

Grantor may make any public announcements relating to the Project at any time and in any manner which Grantor deems appropriate.

Section 9.3 Announcement of Discovery

In the event of a discovery of scientific, technical, or social significance relating to the Project, Grantee shall notify Grantor and obtain confirmation, prior to a publication or announcement, for the content of the publication as to the discovery from Grantor.

Section 9.4 Announcement of the Termination

In the event that Grantor terminates this agreement in whole or in part in accordance with Section 7.2 or Section 16.3, Grantor may announce the termination and its reason on its website or by other methods.

Section 9.5 Data Management and Public Benefit Use

Grantee shall appropriately manage and utilize the Project Results and endeavor to make them available for public benefit. The publication and sharing of research data shall be carried out in accordance with a data management plan submitted by Grantee and approved by Grantor.

ARTICLE X

Intellectual Property Rights

Section 10.1 Intellectual Property Rights

All copyrights, patents, and other intellectual property rights relating to any Project Results shall become the property of Grantee or author(s) whom Grantee commissions to produce them.

Section 10.2 SPF's Right

Notwithstanding Section 9.5, Grantee shall grant and shall cause such intellectual property holder(s) to grant to Grantor a non-exclusive, worldwide, royalty-free, and perpetual license to copy, use, distribute, or publish on Grantor's website, periodicals or other publications the Project Results in whole or in part for not-for-profit purposes.

Section 10.3 Public Use

Notwithstanding Section 9.5, upon Grantor's request, Grantee shall grant, and shall ensure that any relevant intellectual property holder(s) also grant, a non-exclusive, worldwide license to a third party to use the Project Results, in whole or in part, for not-for-profit purposes, either free of charge or at a nominal fee.

Section 10.4 Background Intellectual Property

Notwithstanding Sections 10.2 and 10.3, if the Project Results include intellectual property rights held by Grantee or a third party prior to the commencement of the Project, Grantee shall make best efforts to enable the use described in Sections 10.2 and 10.3.

Section 10.5 Waiver of Intellectual Property Rights

In the event that Grantee intends to waive any intellectual property rights relating to the Project Results, Grantee shall obtain the written consent of Grantor before such waiver is made.

ARTICLE XI

Properties

Section 11.1 Management of Properties

Grantee shall manage properties acquired as a result of the implementation of the Project with due care of a prudent manager for a period of five years after the end of the Grant Period.

Section 11.2 Prohibition of Disposal of Properties

For a period of five years after the end of the Grant Period, Grantee shall not transfer, exchange, lend, mortgage, alter, or dispose of properties acquired in the course of implementation of the Project or change the purpose for which the property is used, without the prior written consent from Grantor.

ARTICLE XII

Indemnification

Section 12.1 Indemnification

Grantee agrees to defend, indemnify and hold Grantor or any officer, employee or agent of Grantor from and against any and all claims, actions, losses, and damages, including attorney's fees, which arise out of the negligent acts or omissions of Grantee or any officer, employee or agent of Grantee in connection with the implementation of the Project.

ARTICLE XIII

Joint Research

Section 13.1 Joint Research

To avoid obstacles to the proper implementation and utilization of the result of the research under this agreement, Grantor shall conclude a joint research agreement with a joint research organization with regard to the remittance and management of grant and funds, research contents, confidentiality, properties acquired as a result of the implementation of the Project and handling of intellectual property of the result, and shall take necessary measures to ensure compliance with this agreement.

Section 13.2 Audit and Inspection to Joint Research Organizations

In the course of the Inspection provided in Section 4.2 and Grant Evaluation provided in Section 8.1, Grantor may inspect records, properties acquired as a result of the implementation of the Project and other items relating to the

Project of the joint research organization or subcontractors and question their personnel, at their offices and workplaces. Grantee shall take necessary measures to ensure that the joint research organization and subcontractors agree to such Audits and inspections.

ARTICLE XIV

Confidentiality

Section 14.1 Preventing Measures

Grantee shall make best efforts to take necessary measures to prevent the unauthorized leak of the result of the Project, such as concluding confidentiality agreements including post-retirement arrangements with its employees and personnel involved in the Project.

Section 14.2 Response to Leakage

In the event of unauthorized leakage of the Project result, Grantee shall report to Grantor without delay and take appropriate action, including legal actions.

ARTICLE XV

Reporting

Section 15.1 Reorganization

In the event of a merger or demerger of Grantee or that Grantee becomes a subsidiary of a third party, including a change in the parent company, Grantee shall promptly report it to Grantor.

Section 15.2 Change in Names etc.

In the event that Grantee changes its name, Articles of Incorporation, endowment, representative or address, or dissolves, it shall notify Grantor without delay. However, this shall not apply if five years have elapsed since the end of Grantee's fiscal year to which the third disbursement was made in accordance with Section 1.2.

ARTICLE XVI

Miscellaneous

Section 16.1 Cooperation

Grantee shall cooperate with Grantor at its own expense in the preparation of materials, provision of information, response to hearing and attendance at committee meetings, relating to intellectual property utilization surveys, interim assessments, exit assessments, follow-up assessments, and follow-up surveys.

Section 16.2 Anti-Social Forces

Grantor and Grantee represent and warrant that, as of the date of execution of this agreement, neither it nor its officers, employees, or persons substantially involved in its management ("Officers") are members of criminal organizations, associate members of criminal organizations, terrorists, or other persons equivalent thereto ("Anti-Social Forces") and that none of the Officers:

- (a) Are controlled by, or substantially managed by Anti-Social Forces;
- (b) Use the power of Anti-Social Forces for unjust purposes;
- (c) Are supplying funds or providing favors to Anti-Social Forces; or
- (d) Have any other socially unacceptable relationship with Anti-Social Forces.

Section 16.3 Termination due to Anti-Social Forces

Either Grantor or Grantee may immediately terminate this agreement without any prior notice, in the event that the other party ("Breaching Party") breaches any of the representations and warranties set forth in Section 16.2. In case of such termination, Breaching Party may not seek compensation for the damages or loss incurred by the termination of this agreement.

Section 16.4 Force Majeure

Neither Grantor nor Grantee shall be liable or otherwise responsible for any default or delay in the performance of its obligations (other than payment obligations) hereunder attributable to any cause, circumstance or contingency beyond its reasonable control ("Force Majeure"). For this purpose, the term "Force Majeure" shall include, but not be limited to, acts of God, fires, storms, floods, wars, riots or civil commotions, strikes, lockouts or other labor

problems, and governmental acts, decrees, or restrictions.

Section 16.5 Survival

Provisions of Section 2.4, Section 4.2, Section 4.3, Section 7.3, Section 7.4, Section 9.3, Section 9.4, Article X, Article XII, Section 16.1, Section 16.6, and Section 16.7 shall survive the termination of this agreement.

Section 16.6 Governing Law

This agreement shall be governed by and construed in accordance with the laws of Japan.

Section 16.7 Dispute Resolution

Any dispute or controversy arising out of or relating to this agreement shall be settled by binding arbitration conducted in Tokyo, Japan, in accordance with the commercial arbitration rules of the Japan Commercial Arbitration Association. Both Parties agree to be bound by any award rendered by the arbitrator(s) and further agree that the judgment upon such award may be enforced in any court having competent jurisdiction.

Section 16.8 Assignment

This agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

Section 16.9 Communication

Any notices or request given or made by one party to the other under this agreement shall be in writing and shall be addressed to the party's principal office as set forth hereinafter or to such other address notified to the other party in writing.

Section 16.10 Notice

In the event that Grantor dispatches a notice or document to Grantee in accordance with Section 16.9 above, Grantee shall be deemed to have received it when it should normally have arrived regardless of the delay or failure of delivery. Grantee shall not object to the delay or failure of delivery.

Section 16.11 No waiver

Failure by either party to enforce any provision of this agreement or to notify the other party of any breach of this agreement shall not be deemed a waiver of the right to enforce such provision or as consent to such breach or any other prior or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

GRANTOR:
The Sasakawa Peace Foundation

GRANTEE:
(Grantee's Name)

By _____
Atsushi Sunami
President

By _____
(Name)
(Title)

ADDRESS OF GRANTOR:

ADDRESS OF GRANTEE:

The Sasakawa Peace Foundation Bldg.
1-15-16 Toranomom, Minato-ku,
Tokyo 105-8524, Japan

Date:

Date: