

Framework Agreement

The Clear Fund, Inc. (trading as GiveWell)

and

GiveWell UK

THIS AGREEMENT is dated 2021 **PARTIES:**

(1) **The Clear Fund, Inc (trading as GiveWell)**, a corporation formed under Under Section 402 of the Not-for-Profit Corporation Law of the state of New York, USA, with registered office at 1714 Franklin Street, #100335, Oakland, CA 94612, and which is a tax exempt entity under s501(c)(3) of the Internal Revenue Code of the United States

("GiveWell US")

(2) **GiveWell UK**, a charitable incorporated organisation with registered number 1196392 and registered office at 10 Queen Street Place, London EC4R 1BE

(the "Charity")

BACKGROUND

(A) The Charity is a charitable incorporated organisation. Its purposes are, "*such purposes as are regarded as exclusively charitable under the law of England and Wales*".

(B) The Charity provides grants to charities and charitable projects of all kinds principally through making restricted grants to GiveWell US for the purposes of GiveWell US distributing those funds to charitable projects.

(C) GiveWell US is the sole member of the Charity and it is currently intended that GiveWell US will provide the main source of funding and other support to the Charity, though the parties may agree to change this in the future.

(D) The Charity and GiveWell US wish to formalise the framework within which dealings between them are to be carried on including in relation to:

(i) the licence of the GiveWell name and logo to the Charity;

(ii) the key principles and mechanisms to guide the relationship between the parties and ensure the independence of the Charity from GiveWell US; and

(iii) the provision of support, in the form of grant funding and the sharing of resources and services.

IT IS HEREBY AGREED as follows:

1. Interpretation

The definitions in Schedule 1 shall apply.

2. Operating independently and managing conflicts

2.1 The parties acknowledge that, as a registered charity, the Charity must operate independently from GiveWell US and may only undertake activities intended to further its charitable purposes for the public benefit.

2.2 The parties acknowledge that the Charity must not commit to simply giving effect to the policies and wishes of GiveWell US and must be able to conduct arm's-length negotiations with GiveWell US to ensure the arrangements between the parties continue to be in the interests of the Charity.

2.3 To this end, the parties acknowledge and commit to the following principles and measures to protect the Charity's interests and independence:

2.3.1 *Duty of trustees and duty of member*

(a) The parties acknowledge that:

(i) the trustees of the Charity:

(A) shall be free to make decisions in the way they decide, in good faith, would be most likely to further the purposes of the Charity;
and

(B) must seek only to further the charitable purposes of the Charity and any benefit to GiveWell US must be incidental to furthering the Charity's purposes; and

(ii) GiveWell US, as sole member, has a duty to exercise its powers in the way it decides, in good faith, would be most likely to further the purposes of the Charity.

(b) The parties undertake to take reasonable steps to ensure the governing boards of each of the Charity and GiveWell US understand and comply with their duties to the Charity.

2.3.2 *Appointment of independent trustees*

The parties will strive to appoint at least two independent trustees to the board of the Charity and to take all reasonable steps to fill vacancies consistent with this principle.

2.3.3 *Operational framework and protocols*

The parties commit to:

(i) maintaining and respecting the confidentiality of any confidential Charity discussions and materials, including in relation to trustee discussions and minutes that relate to confidential matters of the Charity;

(ii) having appropriate funding terms which enable the Charity to further its charitable purposes;

(iii) enabling the Charity to draw up its own policies, in consultation with GiveWell US;

(iv) respecting the Charity's discretion to determine matters outside the scope of funding or other arrangements with GiveWell US; and

(v) the Charity's right to obtain its own legal and financial advice, as and when required.

3. Provision of support

3.1 GiveWell US's intention is to provide support to the Charity in the manner set out in Schedule 2.

3.2 The parties acknowledge that:

3.2.1 the Charity may accept or refuse this support and any conditions attached;

3.2.2 subject to (a) any grant conditions accepted by the Charity in respect of any particular donation; or (b) any contractual obligations, the Charity may:

(a) determine which charitable purposes it will pursue; and

(b) the manner in which it will expend its funds and select beneficiaries in furtherance of its charitable purposes; and

3.2.3 GiveWell US is not under any obligation to continue to provide support to the Charity.

3.3 GiveWell US confirms that if it wishes to vary the support provided to the Charity, it expects to provide reasonable notice in writing of the proposed change and to try to minimise any adverse impact on the Charity.

4. Licence for Best Use of Name and Logo

In return for consideration of £1 (receipt of which is hereby acknowledged), GiveWell US appoints the Charity as its non-exclusive licensee to make Best Use of the Name and Logo and Rights, subject to the terms of this agreement.

5. Public communications and marketing

5.1 The Charity and GiveWell US undertake to ensure that the public are aware of their separate identities.

5.2 Subject to clause 5.3, at GiveWell US's reasonable request, the Charity shall provide copies of public facing materials, websites, social media pages and any other material intended to be issued by the Charity that display the Name or Logo.

5.3 The Charity shall not be required to provide to GiveWell US copies of any materials which are confidential to the Charity.

5.4 The Charity will be provided with its own webpage or section of a webpage on the GiveWell US website.

6. Data protection

6.1 The parties will enter into a data sharing agreement to provide for their respective obligations under the Data Protection Legislation.

7. Confidentiality

7.1 Each party agrees with the other party to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to any other party's business affairs or finances (as the case may be), including information contained in the Data, where knowledge or details of the information was received during the period of or in connection with this agreement.

7.2 The obligations of confidence referred to in clause 7.1 shall not apply to any confidential information which:

7.2.1 is in the possession of and is at the free disposal of the disclosing party or is published or is otherwise in the public domain prior to the receipt of such information by the disclosing party; or

7.2.2 is or becomes publicly available on a non-confidential basis through no fault of the disclosing party; or

7.2.3 is received in good faith by the disclosing party from a third party who on reasonable enquiry by the disclosing party claims to have no obligations of confidence to the other party in respect of it and imposes no obligations of confidence upon the disclosing party.

8. Disputes

8.1 The parties shall attempt to resolve any dispute arising out of or relating to this agreement through negotiations between senior representatives of the parties, who have authority to settle any dispute.

8.2 This clause shall not apply after a notice of termination has been served in accordance with clause 9.

9. Termination

9.1 GiveWell US may terminate this agreement immediately by notice in writing if the Charity does anything which in the reasonable opinion of GiveWell US is contrary to Best Use or brings or is reasonably likely to bring the Name, Logo or reputation of GiveWell US into disrepute.

9.2 The Charity may terminate this agreement immediately by notice in writing if GiveWell US does anything which, in the reasonable opinion of the Charity, adversely impacts on the assets, reputation or beneficiaries of the Charity.

9.3 GiveWell US or the Charity may terminate this agreement immediately by notice in writing to the other if:

9.3.1 the other party commits any other material breach of this agreement; or

9.3.2 a resolution is passed for the voluntary or compulsory liquidation of the other party or a receiver or administrator is appointed over all or part of the other party's business or assets or any analogous action or proceeding takes place in any jurisdiction.

9.4 The Charity or GiveWell US may terminate this agreement on three months' notice.

9.5 Termination of this agreement shall be without prejudice to any right or remedy of any party against the other parties subsisting at the time of termination and obligations as to confidentiality shall in any event continue.

10. Consequences of termination

On termination of this agreement under clause 9 the Charity shall:

10.1 immediately cease to use (or cease to use within such time as GiveWell US shall require) the Name and Logo and Rights, and shall desist from all future use of the Name and Logo and Rights or any confusingly similar trade marks or signs, save where expressly permitted to do so in writing by GiveWell US;

10.2 within 30 days of the date of termination change or procure the change of its registered name so that it does not consist of or contain any of the Name or Logo or any words or expressions or designs confusingly similar to any of them;

10.3 direct any enquiries regarding the Name or Logo to GiveWell US; and

10.4 co-operate with GiveWell US in cancelling any registration of this agreement as a licence or of the Charity as a permitted user of the Name and Logo.

11. No agency or partnership

Unless prior and specific consent is given, each party undertakes not to:

11.1 act as or hold itself out as a joint venturer with or agent or partner of the other party; 11.2

contract with any person or entity on behalf of or in the name of the other party; 11.3 commit the other party;

11.4 in any other way make the other party liable,

unless it has obtained the prior written consent of the other party.

12. General

12.1 This agreement is personal as between the parties and none of the parties may assign its rights and/or obligations under this agreement without the other parties' prior written consent.

12.2 No amendment or addition to this agreement shall be made unless made in writing and executed by the parties.

12.3 No delay, single or partial exercise or omission of any party in exercising any right under this agreement shall operate to impair such right or be construed as a waiver thereof.

12.4 If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable or illegal the remaining provisions shall continue to apply.

12.5 This agreement does not create any right enforceable by any person not a party to it.

12.6 No party shall be liable for any breach of any term of this agreement which is the result of any cause beyond its reasonable control.

12.7 Any demand, notice or other communication by any party to the other may be delivered personally to the recipient or sent to the recipient by post or email. Any such notice, demand or other communication shall be deemed to have been received 14 days after posting (using standard international post), and immediately upon personal delivery or where sent by email, provided no adverse answerback is received, whether or not it is actually received.

SCHEDULE 1

DEFINITIONS

In this agreement the following words and phrases shall have the following meanings (unless the context otherwise requires):

"Best Use" a use of the Name, Logos and Rights which furthers the purposes of GiveWell US and which:

(i) does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of GiveWell US;

(ii) does not cause or threaten reasonable objection by a significant number or group of customers or clients of GiveWell US; and

(iii) does not conflict with or threaten to conflict with the social and commercial aims and/or policies of GiveWell US from time to time;

"Data controller, data processor and personal data"

shall have the meanings given to the following terms in the GDPR: "controller", "processor" and "personal data"

"Data" means all data owned by the Charity relating to the names and addresses and other details of supporters/customers of the Charity and shall, for the avoidance of doubt, include personal data as defined in the Data Protection Legislation;

"Data Protection Legislation"

means the Data Protection Act 2018, GDPR (to the extent applicable in the UK) as the same may be supplemented or amended from time to

time and any other applicable laws in the UK concerning the processing of data relating to living persons;

"GDPR" means the General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament on 14 April 2016;

"Name and Logo" means the name and logos used by GiveWell US;

"Rights" all intellectual property rights, including without limitation copyright, trade mark and database rights and any other intellectual property rights whether registered or not, which are owned or used by GiveWell US from time to time and which GiveWell US is entitled to license to the Charity, other than rights in relation to the Name, Logo and Data granted pursuant to this agreement.

SCHEDULE 2

SUPPORT TO BE PROVIDED BY GIVEWELL US TO THE CHARITY

GiveWell US will provide or procure the provision to the Charity from time to time and without charge the following types of support:

1. Provision of resources, such as:
 - (a) staff time;
 - (b) use of office space (as mere licensee), facilities, equipment and other resources; (c) administrative and financial support services.
2. Provision of annual or more frequent ad hoc grant funding to the Charity, as determined from time to time by agreement between the Charity and GiveWell US.
3. Provision of volunteers (if relevant).

Signed for and on behalf of

The Clear Fund, Inc.

Whitney Shinkle

Name:

Whitney Shinkle

Signature:

Whitney Shinkle (Feb 15, 2022 09:18 PST)

Feb 15, 2022

Date:

Signed for and on behalf of

GiveWell UK

Daniel Brown

Name:

Daniel Brown

Signature:

Daniel Brown (Feb 15, 2022 23:07 GMT)

Feb 15, 2022

Date: