



**KNIGHT
FOUNDATION**

ALBERTO IBARGÜEN
President

JBC internal comments for OASIS/OODF

November 11, 2019

Jascha Franklin-Hodge
Open Mobility Foundation
35 Corporate Drive, Suite 150
Burlington, MA 01803-4238

Dear Mr. Franklin-Hodge:

The Trustees of the John S. and James L. Knight Foundation have approved a \$150,000 grant to Open Mobility Foundation

The grant is to be used as follows: To support the Open Mobility Foundation's member engagement, with an emphasis on Knight communities.

The terms and conditions of this grant are contained in the attached grant agreement. Grant payment according to the terms outlined will be released within 60 days of Knight Foundation receiving the signed agreement.

The Relationship Manager for this grant, Lilian Coral (coral@kf.org), is your primary point of contact and will answer any questions you may have. All reports should be uploaded to our Fluxx Grantee Portal at <https://knight.fluxx.io>.

Before you take steps to publicize this grant, please review our communications resources and guidelines at www.knightcommunications.org.

This grant is tangible recognition of your services. Thank you.

Sincerely,

AI: BS
Enclosures
C: Lilian Coral

JOHN S. AND JAMES L. KNIGHT FOUNDATION

GRANT AGREEMENT

ORGANIZATION: Open Mobility Foundation

GRANT ID: GR-2019-59638

PURPOSE: To support the Open Mobility Foundation's member engagement, with an emphasis on Knight communities.

TERMS: November 4, 2019 to November 4, 2020

AMOUNT: \$150,000

ACTIVITIES

This grant would support four Knight communities (San Jose, Miami, Detroit and Philadelphia) in piloting the use of the Mobility Data Specification (MDS) to manage mobility services in their communities, and enable additional Knight cities to become members as they undertake the use of MDS in mobility pilots and new mobility deployments. In addition, it would support the growth of the Open Mobility Foundation in three ways:

1. Hire a Member Engagement Manager to help coordinate events, content, and educational programming for public and private sector members.
2. Develop an approach to member programming that helps cities use their collective voice to shape the direction of the Open Mobility Foundation's work, participate in the creation of technology with private sector members, and implement tools in their communities by sharing knowledge and strategies with peer cities.
3. Fund research and implementation of member engagement activities that help cities navigate the challenges of working with mobility data such as protecting individual privacy, extending the Open Mobility Foundation model to mobility emerging technologies, and enhancing public conversation and engagement with data.

OBJECTIVES

- To accelerate the work of Knight (and Knight-funded) communities San Jose, Miami, Philadelphia, and Pittsburgh in implementing insights from their automated vehicle pilots.
- To help cities use data to improve the utility of transit options for residents and enhance community engagement.
- To enable cities to proactively work with private sector mobility companies to support positive community outcomes.

The description of your organization's activities and your expectations for the outcomes of the funded project are listed above. Your organization agrees that the results described are achievable and

MONITORING

- Any evaluation reports relating to this grant will be submitted to the Knight Foundation.
 - City participation in member engagement programming -- Number of cities participating in events; Amount of In-person/real-time participation as an indicator of member interest and value.
 - Value and impact of member engagement programming -- measured through survey of members and used to adjust course, as needed.
 - Adoption of Mobility Data Specification and other Open Mobility Foundation products -- Number of member cities that adopt the Mobility Data Specification and other tools produced.

COMMUNICATIONS

You agree to follow the communications guidelines at <http://knightcommunications.org> and to clear with communicationsdirector@knightfoundation.org any content that mentions the Foundation. Please also follow us on Twitter at @knightfdn.

You will recognize Knight Foundation for its Cumulative Giving in all future **donor recognition**, of whatever type, consistent with your donor recognition protocols. You shall provide the text of any proposed donor recognition of Knight Foundation to Knight Foundation for its prior written approval. You shall not give greater recognition to any donor that has given Grantee the same amount as, or less than, Knight Foundation's Cumulative Giving to Grantee. Cumulative Giving includes all gifts from Knight Foundation to Grantee as of the date of the donor recognition, including the amount of this grant.

BASIC GRANT CONDITIONS

1. Grantee will use the funds for the purposes described in this Agreement. Any alternative use of funds must be authorized in advance in writing by Knight Foundation. If the funds are not used in accordance with the terms outlined in the Agreement, the Grantee must repay those funds to the Foundation.
2. Changes to any specific line item in the enclosed budget greater than 5% should be approved in writing by Knight Foundation prior to making the change.
3. Significant changes in project or organizational leadership should be reported to Knight Foundation within 30 days of the change.
4. As required by IRS rules, Knight Foundation funds will not be used: a) to carry on propaganda or otherwise attempt to influence specific legislation; b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; c) to make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless the grant complies with Section 4945(d)(3) or 4945(d)(4) of the Internal Revenue Code, as applicable, and the grant has been detailed in the approved grant plan and budget; or (d) to undertake any activity for any purpose other than the charitable and educational purposes specified in Section 170(c)(2)(B) of the Internal Revenue Code.

5. Knight Foundation requires its Grantees to adhere to ethical standards, in addition to complying with all applicable laws and regulations. If Knight Foundation, at its sole discretion, determines these standards have not been met, it reserves the right to suspend or terminate the grant agreement.
6. Capital equipment and facilities purchased using Knight Foundation grant funds must be used for solely charitable purposes during and after the Grant term. The Grant budget and budget narrative must detail: a) capital equipment/facilities purchased, b) its cost and use and c) what will happen to the equipment/facilities once the grant term is complete.
7. All travel paid for with Foundation funds can only be for the charitable purposes of the grant and should be reasonable and necessary, and not excessive.
8. The Grantee must disclose any potential conflicts of interest including transactions with related parties. The Grantee will specifically note if they propose to use grant funds to engage an organization or individual with which they have a related party relationship. In no event should the Grantee pay more than fair market value for any services with a related party.
9. Overhead expenses charged to the grant must be specified in the approved grant budget and must be supported by appropriate documentation. Overhead may not include a general percentage of costs.

REPORTS AND PAYMENTS

1. The full grant payment will be sent within 60 days of Knight Foundation receiving this signed grant agreement.
2. A final report, both narrative and financial, is due November 30, 2020.
3. Grantee must provide annual progress reports, both narrative and financial until all grant funds have been expended. The first report is due March 31, 2020. Thereafter annual progress reports shall be provided within 60 days after the close of the Grantee's annual accounting period during which grant funds have been received and annually thereafter until all grant funds have been expended. In addition, within 60 days after the close of the annual accounting period during which all grant funds have been expended, Grantee must provide a final narrative and financial report with respect to all expenditures made by the Grantee throughout the term of the grant. For grants involving capital equipment and facilities, grant funds shall be deemed expended upon the end of the "useful life" of the equipment or facilities in accordance with generally recognized accounting principles and U.S. law regarding how long such equipment must be depreciated. The narrative report shall describe the Grantee's use of the grant funds, compliance with the terms of the grant, and progress made toward achieving the purposes of the grant throughout the term of the grant.
4. Login to the Fluxx Grants Portal at <https://knight.fluxx.io> to submit your reports. Click on the green "+" sign to upload your report. Then click on the Submit Link to let Knight know you have submitted your requirement. These reports include both financial and program information using online forms. The program report must include a narrative account of the use of grant funds and progress in achieving the purposes of the grant, including the grant outcomes. The online report forms are available on Knight's Grantee Portal. Copies of the reports will be provided to your Program Director by Grants Administration. The Director will review your report and provide feedback. Any questions about the grant should be directed to the Program Director.
5. During the term of the grant, organizations audited by an independent auditing firm should

submit the audit results including the management letter within 90 days of completion of the audit report.

6. Upon the Foundation's request the Grantee will provide all information relating to or developed under the grant.
7. The Foundation may withhold future payments at the Foundation's sole discretion if it has not received all required reports and/or the reports do not meet the Foundation's reporting requirements or the grant fails to achieve satisfactory progress.

RETURN OF GRANT FUNDS ON CHANGE IN PURPOSE:

If there is a "Change in Purpose" (as hereinafter defined), upon the written request of Knight Foundation, Grantee shall, at Knight Foundation's sole discretion, promptly either (i) reassign to another charitable organization acceptable to Knight Foundation, or (ii) return to Knight Foundation, all grant funds that were not properly expended (in accordance with the approved project budget) prior to the first Change in Purpose subsequent to the date hereof. For purposes of this grant agreement, the term "Change in Purpose" means (i) any material change in the current charitable purpose of the Grantee as set forth on Annex I hereto, as determined by Knight Foundation in its sole discretion, including but not limited to any change in purpose or activities communicated by the Grantee to the IRS by means of a letter, Form 990 filing or other communication, (ii) at the sole discretion of Knight Foundation, any change required to be reported to Knight Foundation pursuant to item 3 of "Basic Grant Conditions," above, and/or in circumstances as contemplated by "Purpose" above, (iii) any winding up of the Grantee's activities or operations, (iv) any combination of the Grantee with any other charitable or other organization, whether by means of merger, transfer of assets or other reorganization event, and/or (v) any public announcement by Grantee or any of its affiliates with respect to any of the foregoing events. Grantee shall promptly notify Knight Foundation, in writing, upon the occurrence of any circumstance, event or development that could reasonably be expected to result in a potential Change in Purpose.

INTELLECTUAL PROPERTY:


Grantee and the Foundation agree that all intellectual property (IP) rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials") shall be owned by Grantee. Grantee acknowledges that the Foundation wishes to ensure the widest possible distribution of the Public Materials and ensure that they are and remain generally available to the public. Accordingly, Grantee hereby grants, and shall ensure that any individuals who have any IP rights in Public Materials shall grant, to the Foundation, under all IP rights of such party, a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use or publish the Public Materials; provided, however, that the Foundation shall not exercise such rights except (a) in connection with the activities of the Foundation, and/or (b) in the event Grantee materially breaches the terms of this Agreement.

Grantee, at the Foundation's request, agrees to execute any additional documents required to affect such license. Upon Grantee's request in writing, the parties shall cooperate to identify whether any particular materials produced by Grantee constitute Public Materials; provided that Grantee and the Foundation acknowledge that Public Materials shall include all materials required to be developed as described in the applicable grant description.

Exceptions to this clause must be approved by the Foundation in writing. Grantee shall not make available such Public Materials, or any derivative works of the Public Materials, under any other licensing terms, without the Foundation's prior written consent.

TAX-EXEMPT STATUS:

Grantee will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the



BOOKS AND RECORDS:

Grantee shall maintain its book and records, including an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Those records include a general ledger with enough detail to allow tracking of the use of Foundation funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At the Foundation's request, the Grantee shall make its books and records available to the Foundation by permitting reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits or other evaluations concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative shall be paid by the Foundation.

MANAGEMENT AND INVESTMENT OF FUNDS, EARNINGS, AND APPRECIATION:

All Grant funds must be maintained in a separate account dedicated to charitable and education purposes under the following terms. Any interest earned on the investment of Grant funds must be tracked and reinvested in the separate grant account and used solely for the approved purpose of the Grant. All grant funds received, and earnings and appreciation on those funds, shall be invested in a designated account in a bank or investment firm that is a member of either the FDIC or SIPC. The investment will be in accordance with Grantee's governing documents and investment policies so long as they do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Earnings and appreciation on grant funds shall be used solely for the purpose of the Grant. Grantee may not assess an administrative or financial management fee unless agreed to in writing and in advance by the Foundation.

UNEXPENDED FUNDS:

The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

ROYALTIES:

Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Grantee shall not engage in any sales of such materials unless it has determined that such sales are substantially related to the charitable and educational purposes of the grant. Any revenues realized by Grantee or any sub-grantee from any such sales must be used exclusively for this project.

NO-COST EXTENSION:

If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, its length and detail how any unexpended funds would be used.

NO GUARANTEE OF FUTURE FUNDING:

The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and submit this document via DocuSign to Knight Foundation. Please download a copy of the signed document for your grant files. Grant payment according to the terms above will be released within 60 days of receiving this

Grantee Authorized Signatory:

Jascha Franklin Hodge

Type or print name of person signing Agreement	Title
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Signature of person signing Agreement	Date
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**JOHN S. AND JAMES L. KNIGHT FOUNDATION
GRANT AGREEMENT
ANNEX I**

GRANTEE: Open Mobility Foundation

GRANT ID: GR-2019-59638

AMOUNT: \$150,000

CONTACT: Jascha Franklin-Hodge

PURPOSE: To support the Open Mobility Foundation's member engagement, with an emphasis on Knight communities.

CHARITABLE PURPOSE: A global coalition led by cities committed to using well-designed, open-source technology to evolve how cities manage transportation in the modern era with the mission to promote safety, equity and quality of life.

Knight Foundation ProposalName of Organization: Open Mobility FoundationYear: 2019-2020

- * Include revenues for **THIS PROJECT ONLY** on this page.
- * Not all the entries below may apply to your organization. Leave those items blank that do not apply.
- * For multi-year revenue, please submit budgets for each year.
- * Cells have been formatted for commas and columns will total at the bottom of the page. Shaded columns contain formulas and should not be edited.

Project Revenues	Knight Foundation Share	All non-Knight Funds	Total	Knight Foundation %
Contributed Income				
1. Individual contributions			-	
2. Corporate contributions			-	
3. Foundation grants	150,000	30,000	180,000	83%
4. Federal government support			-	
5. State government support			-	
6. Local government support			-	
7. Parent organization support			-	
8. Special events			-	
9. In-kind contributions			-	
10. Other (specify):			-	
			-	
			-	
			-	
Earned Income				
11. Fees for services			-	
12. Admissions			-	
13. Memberships		34,750	34,750	0%
14. Publications and royalties			-	
15. Contracted services			-	
16. Rentals			-	
17. Other (specify):			-	
			-	
			-	
			-	
Other Income				
18. Investment			-	
19. Interest			-	
20. Other (specify)			-	
			-	
			-	
			-	
Total Revenues	\$ 150,000	\$ 64,750	\$ 214,750	70%

Scott,
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- * Include expenses for **THIS PROJECT ONLY** on this page.
- * Not all the entries below may apply to your organization. Leave those items blank that do not apply.
- * For multi-year expenses, please submit budgets for each year.
- * No depreciation expense for items purchased as part of this grant should be included
- * Cells have been formatted for commas and columns will total at the bottom of the page. Shaded columns contain formulas and should not be edited.

Project Expenses	Knight Foundation Share	All non-Knight Funds	Total	Knight Foundation %
1. Program salaries and wages (specify):				
Member Engagement Manager	85,000	-	85,000	100%

Knight Foundation ProposalName of Organization: Open Mobility FoundationYear: 2019-2020

			-	
			-	
2. Administrative salaries and wages (specify):				
Administrative assistant (25% allocated to project)		15,000	15,000	0%
			-	
			-	
3. Consultant/Contract services (specify):				
Member engagement advisory services	20,750	30,000	50,750	41%
Event production and support			-	
			-	
4. Other salaries and wages (specify):				
			-	
			-	
			-	
5. Employee benefits	21,250	3,750	25,000	85%
6. Administrative expenses			-	
7. Travel	6,000	6,000	12,000	50%
8. Supplies and materials			-	
9. Rent			-	
10. Utilities			-	
11. Insurance			-	
12. Legal fees			-	
13. Accounting fees			-	
14. Other professional fees (specify):			-	
OASIS Open Admin Fee	12,000		12,000	100%
15. Taxes			-	
16. Printing and publications			-	
17. Postage and shipping			-	
18. Marketing	5,000	10,000	15,000	33%
19. Fund raising			-	
20. Capital expenses			-	
21. Overhead/indirect (specify):				
			-	
			-	
			-	
22. Depreciation			-	
23. Other (specify):				
			-	
Total Expenses	\$ 150,000	\$ 64,750	\$ 214,750	70%

See
note