

**American Registry for Internet Numbers, LTD.
Grant Recipient Agreement**

This GRANT RECIPIENT AGREEMENT (“Agreement”) is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. (“ARIN”), a Virginia nonprofit corporation, and _____, (“Recipient”, the organization receiving the grant funding) in consideration of ARIN providing funding for the _____ (“Project”) in the amount of _____ (“Funding”), you agree to the terms of this Agreement.

Introduction

This document specifies the American Registry for Internet Numbers, Ltd. (ARIN) Grant Recipient Agreement (hereafter: “Agreement”).

Article 1 Definitions

In this Agreement, the following shall be understood to have the meanings assigned to the below:

ARIN – The American Registry for Internet Numbers, Ltd., a nonprofit 501(c)(6) membership association under US law, with a registered office in Centreville, Virginia.

ARIN Community Grant Program – The program established by ARIN with the purpose to distribute funding to organizations in order to support initiatives that improve the overall Internet industry and Internet user environment while advancing ARIN’s mission and benefiting the Internet community in the ARIN service region.

Project – A specific venture or activity as described by the Recipient during the application process.

Funding – A certain amount of money from the ARIN Community Grant Program for a Project.

Recipient – An organization selected by ARIN to receive Funding.

Article 2 General

2.1 The Recipient shall receive this Agreement, in writing, from ARIN after the Recipient has been notified by ARIN of its selection. The Recipient shall return the Agreement to ARIN, signed by someone authorized to sign on behalf of the Recipient within one (1) week.

2.2 Upon ARIN’s countersignature of this Agreement, this Agreement will be effective as of that date and the Recipient confirms to have read, understood and agreed to be bound by this Agreement.

Article 3 Funding

3.1 The Recipient shall use the Funding solely for the Project as described in Recipient's application. The amount of the Funding may be different from the amount for which the Recipient applied.

3.2 The Funding shall be paid via check, bank transfer or other similar form of payment mutually agreed upon by Recipient and ARIN. No payments will be made in cash.

3.3 The Recipient is solely responsible for all tax liabilities in relation to the Funding.

3.4 The Recipient shall provide to ARIN, as may be reasonably requested by ARIN from time to time, a written report detailing the use of the Funding and shall ensure that all records relating to the Project and Funding are accurate and up to date.

3.5 The Recipient shall, as soon as reasonably practicable, notify ARIN, in writing, of any material changes, disturbances or problems in relation to the Project and/or the Funding.

3.6 ARIN may cancel a grant award when, in its sole and absolute discretion, the Recipient's performance or conduct fails to meet the objectives of the Project or the ARIN Community Grant Program. In addition, ARIN may take other corrective action as it sees fit and to enforce the terms of this Agreement. Each case of Funding under the ARIN Community Grant Program is governed by the terms in this Agreement.

Article 4 Publicity

4.1 The Recipient consents and agrees that ARIN may publish information about the Recipient, including but not limited to Recipient's identity, and the Project and may make such information available on the ARIN website and as part of any of ARIN's press releases, announcements, public reports, speeches and/or newsletters.

4.2 The Recipient shall share its experiences in two (2) written reports including an explanation of how the Project performed in terms of the objectives laid out in the application, how funds were spent, outcomes, number of individuals reached, and how the Internet industry benefited in the ARIN service region. Furthermore, recipients shall share Project results with the ARIN community at least once within the twelve (12) months after receiving the Funding. This may take the form of a short presentation at an ARIN Public Policy and Members Meeting or a post on [ARIN's blog](#), or both.

4.3 The Recipient shall credit ARIN when making public statements in relation to the Funding and the Project.

Article 5 Privacy

5.1 ARIN shall collect, process, and share all data, including personal data, in relation to the ARIN Community Grant Program in accordance with the [ARIN Privacy Statement](#).

Article 6 Liability

6.1 The Recipient must use the Funding and carry out the Project without violating applicable national and/or international laws and regulations, including but not limited to intellectual property rights and applicable OFAC restrictions. ARIN is not liable for any such violations that may occur in relation to the Funding or the Project. Any such violation may result in immediate termination of Recipient and any Funding from the ARIN Community Grant Program.

6.2 The Recipient shall indemnify, defend and hold ARIN harmless against any and all third party claims filed against ARIN that may arise in relation to the Project, the Recipient's use of the Funding or to the Recipient's conduct in performance of its obligations under this Agreement, including but not limited to claims of infringement of intellectual property (i.e. patent, trademark, copyright, trade secret).

6.3 ARIN shall not be liable for any damages due to a failure to meet any obligation under these terms and conditions.

6.4 EXCLUSION OF LIABILITIES AND DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARIN WILL NOT BE LIABLE TO THE RECIPIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF RECIPIENT, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE ARIN COMMUNITY GRANT PROGRAM, THE PROJECT OR RECIPIENT'S USE OF THE FUNDING WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL ARIN'S LIABILITY TO THE RECIPIENT OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF RECIPIENT, EXCEED THE GREATER OF (i) THE AMOUNT OF THE FUNDING OR (ii) ONE HUNDRED U.S. DOLLARS (US \$100.00).

Article 7 Miscellaneous

7.1 Amendment. No amendment of any provision of this Agreement shall be valid unless in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to these terms and conditions.

7.2. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

7.3 Without ARIN's prior written consent, the Recipient shall not be permitted to assign or transfer to third parties any rights or obligations that arise from this Agreement.

7.4 If any provision in this Agreement is held to be invalid in a court of law, this shall not in any way affect the validity of the remaining provisions. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

7.5 This Agreement shall prevail over explanatory documents and any text regarding the ARIN Community Grant Program, which exist for guidance and informational purposes only and do not affect the interpretation of this Agreement.

Article 8 Governing Law and Dispute Resolution

8.1 This Agreement shall be exclusively governed by the laws of the Commonwealth of Virginia and, as applicable, the laws of the United States of America.

8.2 In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution. If Recipient's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the

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Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

Recipient hereby accepts, without modification, all of the terms and conditions of this Grant Recipient Agreement.

Organization: _____

Full Name of Organization's authorized agent: _____

Title: _____

Email: _____

Project Title: _____

Grant Amount: _____

Signature: _____

Date: _____

Acknowledged and Agreed:

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. (ARIN)

(signed)

By: _____

Title: _____

Date: _____