

June 24, 2026

John Laesch
Mayor
City of Aurora, Illinois
44 E Downer Pl
Aurora, IL 60505

GRANT AGREEMENT

GRANTEE:	City of Aurora, Illinois
SPONSORED PROJECT:	Youth Climate Action Fund
AMOUNT OF GRANT:	\$ 50,000
GRANT PERIOD:	05/15/2026–04/14/2027
GRANT ID #:	G-26-2154111

Dear John Laesch:

We are pleased to inform you that Rockefeller Philanthropy Advisors (“RPA”) on behalf of its sponsored project, the Youth Climate Action Fund (the “Project”), has approved a grant in the amount of \$ 50,000 (the “Grant”) to City of Aurora, Illinois (the “Grantee”). The Grant term is from 05/15/2026–04/14/2027 (the “Grant Term”).

The Grant is for the following charitable purpose: The Youth Climate Action Fund is a global program that supports 300 cities in partnering with youth on innovative solutions to urgent climate challenges. By providing microgrants to projects designed and run by 15-24-year-olds, the program expands city capabilities for youth engagement, engages more than 300,000 young people on climate action, increases young people’s trust in government, and builds public support to advance cities’ climate goals. (the “Grant Purpose”).

This grant agreement (this “Agreement”) records the terms of the Grant. The funds awarded under this Grant are subject to the Grantee’s compliance with (i) the terms and conditions of this Agreement, along with the RPA-approved proposal and associated budget, available for reference in the RPA grant portal, and (ii) such further conditions and requirements that RPA may from time to time specify in writing.

The funds will be used only for the Grant Purpose specified above or any subsequent amendments approved by RPA and the Youth Climate Action Fund. The Grantee is required to submit full and complete expenditure reports on how the funds are spent and narrative reports on the activities of the Grant.

1. **Charitable Status.** The undersigned organization certifies that it is a U.S. public charity, as determined by the Internal Revenue Service and that term is defined under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), or the equivalent thereof. The Grantee will advise RPA immediately if there is a change in its tax or formation status. Further, the Grantee acknowledges its responsibility to ensure that any approved subgrant or regrant recipients also comply with the requirements of expenditure responsibility outlined in this Agreement.
2. **Grant Purpose.** Disbursements are restricted to the support of the Grant Purpose. The Grantee will inform RPA immediately in writing, of:
 - Any substantial changes to the activities set forth in the RPA-approved Grantee proposal or expenditures in excess of 20 percent of Grant funds from one budget category to another existing budget category; prior to re-budgeting more than 20 percent of any category or creating a new budget line, a written request must be made to RPA for its written approval, which may be provided via electronic mail;
 - Any changes in key personnel, significant financial, administrative, managerial, or other difficulties that may hinder or prevent the Grantee from (i) fulfilling its obligations or using the Grant funds for the Grant Purpose, or (ii) expending the Grant funds within the Grant Term.

Any funds not expended or committed for the Grant Purpose or within the Grant Term shall be returned to RPA, unless RPA provides its written approval to the Grantee to retain such funds for other charitable purposes.

3. **Payment Schedule.** RPA shall remit the Grant to the Grantee, in accordance with the payment schedule below, upon RPA’s receipt of a countersigned copy of this Agreement.

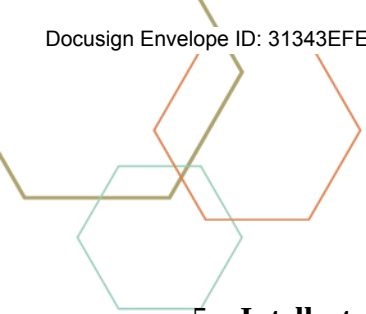
Payment Amount	Projected Payment Date(s)
\$ 50,000	07/07/2026

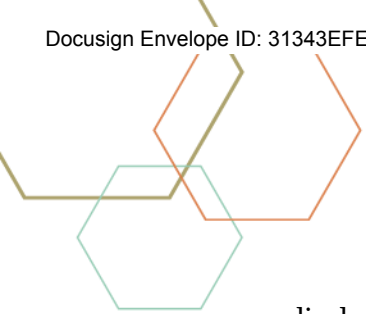
RPA may modify the payment schedule from time to time and will notify you of any such changes in writing.

4. **Progress Reports.** The Grantee shall submit progress reports on the following dates:

Report Name	Report Due Date(s):
Final Report	05/15/2027

The Grantee shall submit all reports via the RPA Grant Portal. Each report must contain all narrative and financial elements outlined within the report form in the Grant Portal. Assistance accessing the portal email can be obtained by emailing rpafuxsupport@rockpa.org.

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5. **Intellectual Property; Grant of License.** The Grantee hereby transfers and assigns to RPA a worldwide, irrevocable, perpetual, royalty-free, non-exclusive license to disseminate and sublicense any research, writing, study, publication, report, invention, patent, trademark, service mark, audio or video program, film, or other media product developed by the Grantee pursuant to this Agreement for RPA's charitable and educational purposes.
 6. **Data Privacy; Breach Notification.**
 - a. In order for the Grantee to perform its responsibilities hereunder, the Grantee shall be provided with Personal Information (defined below) pertaining to individuals whose Personal Information is needed in connection with such responsibilities ("Data Subjects").
 - b. The Grantee shall process the Personal Information of Data Subjects only in accordance with this Agreement. The Grantee shall at all times have implemented and shall maintain, monitor, and use appropriate operational, technical, and organizational measures to protect the Personal Information from the Data Subjects against accidental or unlawful destruction or alteration and unauthorized disclosure or access. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Information to be protected.
 - c. The Grantee shall comply at all times with its obligations under the local data privacy legislation applicable to it in any specific country (the "Privacy Law"), including legislation deriving from the Directive 95/46/EC on the protection of individuals with regard to the processing of Personal Information and on the free movement of such data (the "Directive"), as well as, upon its entry into force, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"). The Grantee, as it pertains to the processing of Personal Information in carrying out its obligations under this Agreement, is deemed the data processor, as further defined in article 28(4) of GDPR. For purposes of this section, "Personal Information" shall mean any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural, or social identity; and "personal data" shall mean all data that relates to a natural person whether or not such person can be specifically identified by such data.
 - d. In order to perform its responsibilities pursuant to this Agreement, Personal Information may be accessed and processed by the Grantee, its affiliates, or its subcontractors in countries that do not have laws that have been deemed adequate by the European Commission. The Grantee and its affiliates have implemented adequate safeguards to protect the Personal Information with regard to all such access and processing during the Grant Term.
 - e. If the Grantee becomes aware of any actual or reasonably foreseeable unauthorized, accidental, or unlawful loss, acquisition, modification, use, destruction, alteration,

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disclosure, transfer, transport, or access of Personal Information that compromises the security, integrity, or confidentiality of any Personal Information of the Data Subjects (a “Security Incident”), the Grantee will – at its sole cost – take and shall cause its affiliates or subcontractors to take appropriate actions to investigate, contain, and mitigate such Security Incident, including notifying RPA, as the case may be, as soon as possible, but in no event later than twenty-four (24) hours after the Grantee becomes aware of or has been notified of such suspected Security Incident. As part of such notification, the Grantee shall, to the extent known or can be reasonably determined, identify: (i) the specific Personal Information subject to the Security Incident; (ii) the nature of the unauthorized access, loss, use, and/or disclosure; (iii) the person(s) involved in the Security Incident; (iv) the actions taken (or to be taken) by the Grantee to mitigate any deleterious effect of the Security Incident; and (v) the corrective actions taken (or to be taken) by the Grantee to prevent any future Security Incident.

7. **Grant Acknowledgment/Transparency.** RPA may disclose the Grant and other publications under the Grant in its public communications and publications. The Grantee may disclose information regarding this Grant in its public communications only upon the prior, written approval of RPA. Upon approval, the Grantee agrees to acknowledge the support provided through the Grant in all publications made pursuant to this Agreement by stating in an appropriate section of the publication that: *“This work was made possible through the support of the Youth Climate Action Fund, a sponsored project of Rockefeller Philanthropy Advisors.”*
8. **Termination.** RPA may, at its discretion, terminate this Agreement if (i) the Grantee fails to comply with the terms of this Agreement or (ii) the Grantee provides false or misleading information regarding the Grantee’s compliance with this Agreement.

If this Agreement terminates prior to the scheduled end of the Grant Term, the Grantee shall, within 30 days of termination, remit to RPA any portion of the Grant unexpended as of the termination date, along with a complete and accurate accounting of the receipt and disbursement of revenues and expenditures relating to the Grant.
9. **Repayment.** If RPA determines that the Grantee expended any part of the Grant in violation of the terms of this Agreement, the Grantee shall repay RPA an amount equal to the amount of funds so expended within 30 days of RPA’s written request for repayment.
10. **Recordkeeping & Retention Period.** The Grantee shall maintain complete and accurate financial records of revenues and expenditures relating to the Grant at all times during the Grant Term and retain all accounting records for at least four (4) years from the termination date of this Agreement.
11. **Audit.** The Grantee shall make all records available and permit RPA or RPA’s representatives to conduct reviews or audits, on-site or off-site, at any reasonable time, for inspection of the Grantee’s records and operations under this Grant, at any time during the Grant Term and within four (4) years after conclusion of the Grant Term. The Grantee agrees to provide full cooperation and adequate documentation to RPA in the event of such a review or audit.

12. **Compliance with Applicable Law.** The Grantee shall ensure that all actions performed under this Agreement comply with all applicable U.S. state and federal laws and regulations and other relevant laws and regulations. The Grantee shall require the same contractual commitments to such laws and regulations and to the applicable provisions within this Agreement from all subgrants and subcontractors it engages pursuant to this Agreement.
13. **Prohibited Activities.** The Grantee shall not use any portion of the Grant to carry on propaganda, or otherwise attempt to influence legislation; to participate or intervene in any political campaign, on behalf of, or in opposition to, any candidate for public office; to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; or to take any other action inconsistent with Code Section 501(c)(3).
14. **OFAC and Anti-Terrorism Compliance.** The Grantee shall comply with all applicable sanctions and anti-terrorism laws. Moreover, the Grantee shall not use any portion of the Grant or otherwise transact with or provide any support to any individuals, entities or groups subject to the U.S. Treasury Office of Foreign Asset Control (“OFAC”) sanctions or any other persons known to the Grantee to support terrorism, terrorist organizations, or to have violated OFAC sanctions.
15. **Anti-Discrimination and Anti-Harassment.** RPA promotes and maintains a work environment that is free from discrimination and harassment, where all employees, consultants, grantees, and partners are treated with respect and dignity. Accordingly, the Grantee agrees that it promotes and maintains and, during the Grant Term, shall continue to promote and maintain such a work environment. For the purposes of this Agreement, “discrimination” means unjust or prejudicial treatment based on race, color, ancestry, place of origin, political beliefs, religion, marital status, family status, disability, sex, sexual orientation, age, veteran status, or because a person has been directly impacted by the criminal legal system. “Harassment” relates to any conduct, whether verbal, physical, or by innuendo, that is reasonably likely to cause offense or humiliation to any person.
16. **Anti-Slavery and Anti-Trafficking Compliance.** RPA is committed to preventing slavery and human trafficking in its operations and activities, including within its supply chain. Accordingly, the Grantee agrees that it, its employees, agents, and contractors do not and shall not engage in activities that support or promote trafficking in persons and shall comply with the laws of the United States and other applicable jurisdictions relating to modern slavery and human trafficking. The Grantee shall immediately notify RPA in writing if the Grantee has knowledge, whether substantiated or not, of an actual or suspected violation of this Section 15 and shall cooperate during any subsequent investigation of the actual or suspected violation by RPA, RPA’s representative, or a government agency. RPA or its authorized representative may, upon reasonable written notice, audit all pertinent books, records, work sites, offices, and documentation of the Grantee in order to verify compliance with this Section 15, such audit to occur during the customary hours of the Grantee’s operations.

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17. **Anti-Bribery and Anti-Corruption.** The Grantee agrees not to offer, give, or agree to offer or give (either alone or in agreement with others) any payment, gift, or other advantage which could be interpreted as an inducement or a reward for any act or failure to act related to the Grant or this Agreement. The Grantee shall comply with and ensure that anybody employed or engaged or acting on its behalf complies with any anti-bribery or anti-corruption laws or regulations in any applicable jurisdiction, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010, as applicable.
18. **Safeguarding Compliance.** RPA is committed to safeguarding the well-being of all individuals who engage with the organization in any way. During the Grant Term, the Grantee may engage with people who are at potential risk of harm, including children and adults whom the law defines as vulnerable. “Safeguarding” means complying with the law in dealings with those individuals and includes going beyond the requirements of the law to protect people from harm generally, including neglect, emotional abuse, exploitation, radicalization, and the consequences of the misuse of personal data.
- The Grantee shall comply with all applicable laws, and, in accordance with the applicable law, shall notify RPA promptly once it is aware of a safeguarding reporting obligation, and shall provide RPA with all information and assistance RPA may require regarding the Grantee’s or RPA’s reporting obligations. This Section 17 is not to be construed by the Grantee, RPA, or any third-party to obligate the Grantee or RPA to report information in violation of applicable laws concerning confidentiality.
19. **Entire Agreement.** This Agreement including the attached Annex **Youth Climate Action Fund Program Charter** and **Image Releases, Consents, and Indemnification terms and conditions**, contains the entire understanding between the parties and supersedes all prior agreements, whether oral or in writing, concerning its subject matter. Any amendment of this Agreement must be in writing and signed by both parties.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURES BELOW]

Please indicate the Grantee's agreement to the terms of this Agreement by countersigning this Agreement where indicated below and returning it to us. Please retain a copy for your records.

We are pleased to support you in this important work.

Rockefeller Philanthropy Advisors, Inc.

DocuSigned by:

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By: _____

Date: June 25, 2026

Name: Yvette Diaz

Title: Director, Sponsored Projects & Funds

On behalf of the City of Aurora, Illinois, I understand and agree to the terms of this Agreement.

By: _____

Date: _____

Name: John Laesch

Title: Mayor