



SUMMARY & SIGNATURE PAGE

GRANTOR INFORMATION	
Grantor:	THE ERIC AND WENDY SCHMIDT FUND FOR STRATEGIC INNOVATION
Address:	555 Bryant St. #374 Palo Alto, CA 94301
Program Lead:	F.E. Babb, Senior Legal Director- Exempt Organizations, ebabb@hillspire.com
Grant Number:	SIF-2024-007

GRANTEE INFORMATION	
Grantee:	MUNICIPALITY OF BOLOGNA / COMUNE DI BOLOGNA
Address:	Bologna, Italy
Primary Contact:	Cristiano Zecchi, Capo Segreteri, cristiano.zecchi@comune.bologna.it
Primary Signatory:	Miriam Pepe, Head of Financial Resources, miriampompilia.pepe@comune.bologna.it

GRANT AGREEMENT INFORMATION	
Charitable Purpose:	To provide support for historic preservation and restoration of the public monuments of the Garisenda and Asinelli Towers in Bologna.
Start Date:	Date of last signature.
End Date:	April 30, 2025
Amount:	EURO 1,000,000
Agreement incorporates by this reference:	Summary & Signature Page and: <ul style="list-style-type: none"> ● Reporting & Disbursement Schedule (Attachment A) ● Terms and Conditions (Attachment B) ● Proposal Narrative (Attachment C) (the "Project")

THIS AGREEMENT is between MUNICIPALITY OF BOLOGNA / COMUNE DI BOLOGNA ("*Grantee*" or "*You*") and THE ERIC AND WENDY SCHMIDT FUND FOR STRATEGIC INNOVATION ("*Grantor*"), and is effective as of the date of last signature. Each party to this Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

THE ERIC AND WENDY SCHMIDT FUND FOR STRATEGIC INNOVATION MUNICIPALITY OF BOLOGNA / COMUNE DI BOLOGNA

NAME: F. E. BABB
TITLE: SECRETARY

NAME: MIRIAM PEPE
TITLE: HEAD OF FINANCIAL RESOURCES , CITY OF BOLOGNA

NAME: CLETO CARLINI
TITLE: HEAD OF PUBLIC WORKS, CITY OF BOLOGNA

DATE

DATE

ATTACHMENT A

REPORTING & DISBURSEMENT SCHEDULE

1. GRANT AMOUNT

The Grantor will pay You the total grant amount ("*Grant Funds*") specified in the Reporting & Disbursement Schedule below and subject to the terms and conditions set forth in Attachment B.

2. REPORTING AND DISBURSEMENT SCHEDULE

Disbursements are subject to Your compliance with this Agreement and the Grantor's approval of any reporting deliverables and milestones required under this Agreement. The Grantor may modify disbursement dates or amounts and will notify You of any such changes in writing.

3. REPORTING

You will keep the Grantor's Program Lead above and grants@schmidtphilanthropies.org informed regarding the progress made towards achieving the charitable purpose.

DISBURSEMENT SCHEDULE			
<i>Reporting Deliverable or Milestone</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount</i>
Receipt of Grant Agreement	Within 10 Business Days of Receiving Agreement	Within 10 Business Days of Fully Executed Agreement	[EURO 1,000,000]
Total Grant Amount			[EURO 1,000,000]

ATTACHMENT B
TERMS AND CONDITIONS

CHARITABLE PURPOSE AND TAX STATUS

1. PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Grantor is awarding You this grant to carry out the scope of work described in the Proposal Narrative in order to further the Charitable Purpose. In its discretion, the Grantor may approve in writing any request by You to make non-material changes to the Proposal Narrative. If there is any inconsistency between the Proposal Narrative and this Agreement, the Agreement shall govern.

2. GRANTEE'S TAX STATUS

You confirm that You are described as one of the following and agree to notify the Grantor immediately of any change to Your classification. (a) Exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "Code"), and classified as a public charity under Section 509(a)(1), (2), or (3) of the Code (and, if classified as supporting organization under Section 509(a)(3) of the Code, You are not a non-functionally integrated Type III supporting organization); (b) You are the foreign equivalent of a U.S. organization exempt from federal income tax under Section 501(c)(3) of the Code and classified as a public charity under Section 509(a)(1), (2), or (3) of the Code;; (c) You are a United States federal, state, or local government agency or subdivision described in Section 170(c)(1) of the Code, or are a public university that is a government agency or subdivision described in Section 511(a)(2)(b) of the Code; OR (d) You are a foreign government, or any agency or instrumentality thereof, or an international organization designed as such by Executive Order under 22 U.S.C. 288.

3. NO BENEFIT

For the avoidance of doubt, the Grant is made to further the charitable purposes of the Grantor. Neither Grantor nor a disqualified person (as defined in Section 4946 of the Code) of the Grantor shall receive any tax credit, in the form of the Art Bonus tax credit or otherwise, or other benefits in exchange for or in association with the provision of this Grant.

MANAGEMENT OF FUNDS

4. USE OF FUNDS

You may not use Grant Funds provided under this Agreement for any purpose other than the Project. At the Grantor's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Grantor in its discretion.

5. ACTIVITIES IN THE U.S.

If You are officially located outside of the U.S. You may not use any portion of the Grant Funds for activities in the U.S., including travel to or from the U.S. This limitation does not apply to Your subgrantees or subcontractors that: (a) are independent from and not controlled by You; (b) have provided You a proposal and budget describing how the funds will be used, and You have determined that the activities and costs are reasonable; and (c) are not Your agents.

SUBCONTRACTS

6. SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

7. RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

8. ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions, including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Grantor in its sole discretion.

9. ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Grantor or the Project, including by assisting any party to secure an improper advantage.

10. POLITICAL ACTIVITY, LOBBYING AND ELECTIONEERING

You may not use Grant Funds to influence the outcome of any election for public office. You acknowledge that the Grantor has not earmarked Grant Funds to support lobbying activities or attempts to influence legislation. In the event this grant is for specific Project, You confirm that the budget you provided to us accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the Project year, or (b) for multiple year Projects, the total non-lobbying portion of the project. The Grantor is not retaining or employing You to engage in lobbying activities. You will assume responsibility for compliance with applicable federal and state lobbying and ethics laws.

PUBLICITY

11. PUBLICITY

You will acknowledge Grantor in all external communications or acknowledgements concerning this grant as well as obtain the Grantor's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Grantor's name or logo. Please email Your request to: grants@schmidtphilanthropies.org 10 days in advance to provide the Grantor an opportunity to review and comment.

OTHER

12. LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance

will not violate any agreement or obligation between You and any third party. You will notify the Grantor immediately if any of this changes during the term of this Agreement.

13. COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

If the Project involves: (a) any protected information (including third-party confidential, protected health, or personally identifiable), You will not disclose this information to the Grantor without obtaining the Grantor’s prior written approval and all necessary consents to disclose such information as required by law; and/or (b) student, children, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects as required by law.

TERM AND TERMINATION

14. RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Grantor or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Grantor. The terms “used or committed” as of the April 30, 2025 deadline mean the accounting commitment of funds, i.e., having entered into contractual obligations, even if the amounts have not yet been liquidated.

GENERAL

15. NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party’s primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

16. SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

17. ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Grantor’s prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

18. ELECTRONIC SIGNATURES AND COUNTERPARTS

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

19. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

ATTACHMENT C

THE PROJECT

The Towers' "state of health" is constantly monitored through the use of sensors and various surveying instruments, together with periodic inspections. Over the last few years, it has emerged that the Garisenda Tower is in a highly critical situation due to the deterioration of the materials that make up its base. The Asinelli Tower is similarly in need of special maintenance and care.

The job of restoring and securing the two mediaeval towers, almost one thousand years old, is an extraordinary challenge that will require an equally extraordinary commitment by the city of Bologna to ensure one of its major historic monuments will remain for the benefit of the public..

More info:

<https://sosteniamoleduetorri.it/en/>

https://www.nytimes.com/2024/04/04/world/europe/bologna-pisa-leaning-tower-italy.html?unlocked_article_code=1.h00.p6KQ.q0A-eywphvDc&smid=nytcore-ios-share&referringSource=articleShare&ugrp=m&sgrp=c-cb