National Wildlife Federation and Environment Council of Rhode Island (ECRI)

Affiliate Grant Program

This Affiliate Grant ("Grant"), effective as of the date of the last party to sign below ("Effective Date"), is made by and between the National Wildlife Federation (NWF) and Environment Council of Rhode Island (ECRI) hereinafter referred to as "the Affiliate".

Grant: NWF agrees to issue a grant to further the work described in the attached Statement of Work (Exhibit A) to the Affiliate in the amount of \$10,000 and payment is to be paid within 30 days of Effective Date.

Grantee shall ensure a completed W8 or W9 form has been submitted to NWF upon signing the Agreement to ensure timely and proper processing of payments.

- **2. Term:** The term ("Term") of this Grant shall begin on the Effective Date and end on August 31, 2021 unless otherwise terminated as provided herein.
- **3. Reporting:** The Affiliate shall issue a report in accordance with the requirements of Exhibit B ("Reporting Guidelines"). Should circumstances arise that render the Affiliate unable to use the Grant for the Project or within the Term, they will contact NWF promptly.
- **4. Restrictions:** The Affiliate will not utilize the Grant to engage in any activity that jeopardizes NWF's status as a public charity tax-exempt under section 501(c)(3) of the Internal Revenue Code. In addition, the Grant is not to be used for the following:
 - a) Land acquisition efforts, including conservation easements;
 - b) Partisan activity or communications, including activity that endorses specific candidates or political parties;
 - c) Payments for projects or expenses outside the scope of this Grant.
- **5. Termination:** This Grant may be terminated immediately by NWF upon written notice if (i) the Affiliate ceases to maintain its status as a 501(c)(3) or 501(c)(4); (ii) the Affiliate fails to carry out the purposes of this Grant; or (iii) the Affiliate fails to comply with any of the conditions herein. Upon notice of termination, the Affiliate shall cease work and return all unused Grant funds to NWF within 15 days of termination notice
- **6. Independent Contractor Status**: Nothing in this Grant shall create any employment, joint venture, agency, or corporate partnership agreement between the parties.
- **7. Right to Publish**: NWF may post project information on the internet and use materials from reports or applications in press releases and other outreach activities. The Affiliate hereby grants NWF a non-exclusive, unlimited license to distribute, copy, modify, perform, display, or otherwise use any deliverable it creates under this agreement, including but not limited to the alerts, articles, press releases, and reports.
- **8. Approval:** NWF will, at all times, maintain control over the content of its own communications. If applicable, all uses of NWF's intellectual property shall be submitted to the NWF for its written approval prior to its use.

- **9. Confidentiality**: The Affiliate agrees to use best efforts to keep confidential any proprietary, non-public, or sensitive information concerning NWF. The Affiliate shall return any materials provided by NWF upon NWF's request, or when the Affiliate no longer needs the materials for its work under this Grant, or promptly upon termination of this Grant, whichever occurs first.
- 10. Notice to NWF: Any notices required or otherwise given to NWF with regard to this Grant shall be given in writing and shall be delivered and addressed as follows: all legal notices by certified or registered mail to Office of General Counsel, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190; all project-related notices by email, certified mail, or facsimile to the NWF project representative specified herein; or, to in such other form and to such other address as NWF may from time to time specify in writing.
- **11. No Assignment**: This Grant shall not be assigned by either party without the prior written consent of the other party.
- **12. Governing Law**: This Grant shall be governed by Virginia law. Any dispute shall be determined by a court of competent jurisdiction in northern Virginia without regard to conflict of laws principles.

By signing below, you indicate your acceptance of these terms and conditions and initiate the dispersal of granted funds.

Signed by:		
Andy Buchsbaum, Vice President, One Federation National Wildlife Federation	Date	
Priscilla De La Cruz, President Environment Council of Rhode Island	Date	

EXHIBIT A

Statement of Work

A. Summary

For nearly 50 years, the Environment Council of Rhode Island (ECRI) has brought together environmental organizations to amplify advocacy for the health of our state's air, water, and forests. While the environmental movement itself has changed, ECRI has not. It's time for the coalition to refresh its mission, address capacity issues, and put racial justice at the forefront of our work as environmentalists. We need to build stronger relationships between the active members of ECRI and provide greater resources to empower participation. ECRI also must embrace racial justice and equity principles to ensure our work is inclusive and supportive of existing grassroots environmental organizing.

In June, the ECRI Executive Committee released a statement to support the Black Lives Matter movement and reflect on the oppressive practices within the organization. In addition to announcing the start of a strategic planning process, we named two commitments:

- identify the organizational barriers that prevent frontline community members from engaging with ECRI; and,
- organize anti-racism training to help our existing member base recognize and dismantle the racist practices embedded within our work.

Strategic planning will require discussions with our members and a hard examination of ourselves. Because ECRI is an affiliate, the National Wildlife Federation (NWF), is supporting our work by contributing staff time and grant funding to hire a consultant to guide ECRI through a formal plan. ECRI has functioned as a volunteer organization with a single 10-hour-a-week employee for the last 18 years. We believe that, to bring more resources to ECRI, we must first use our resources to engage our membership and understand how to best serve the community.

B. Milestones & Timeline

September - December 2020

- Provide ECRI members with a one-page summary about strategic planning by September 2020
- Continue engaging ECRI members and non-members and actively seek feedback that will help inform a strategic planning process
- Start doing 5-10 minutes strategic planning and briefings at each board meeting to foster engagement
- Form strategic planning committee to help ECRI achieve key milestones throughout the strategic planning process by November 2020 begins to meet monthly

- Do consistent and intentional outreach to non-ECRI members working on intersecting efforts and in frontline or environmental justice communities (through the Climate Crisis Campaign as well) ongoing
- Facilitate a discussion about climate mobilization, capacity building, and racial equity at November and/ or December board meeting
- Work with NWF staff to draft and release RFP

January - June 2021

- Convene strategic planning committee monthly
- Do consistent and intentional outreach to non-ECRI members working on intersecting efforts and in frontline or environmental justice communities (through the Climate Crisis Campaign as well) ongoing
- Review RFP responses and hire consultant in January 2021
- Begin work with consultant by February 2021 to plan and execute activities
- Offers equity and justice training to ECRI members to ensure we start the process with agreement on terms and the importance of centering equity and justice in strategic planning the chosen consultant participate and assists facilitation by March 2021
- Leverage NWF resources with local funders to ensure ECRI is capable of executing the new strategic plan by March 2021
- Work with consultant to conduct stakeholder interviews and workshops
- Present preliminary strategic planning findings at ECRI's Annual Meeting in June 2021

July - August 2021

- Convene strategic planning committee monthly
- Conclude final round of stakeholder interviews and workshops
- Work with consultant and NWF to finalize strategic planning report
- Do consistent and intentional outreach to non-ECRI members working on intersecting efforts and in frontline or environmental justice communities (through the Climate Crisis Campaign as well) ongoing
- Submit final report to NWF by August 2021
- Work with strategic planning committee and executive committee (ExComm) to plan the implementation of strategic planning as of September 2021

C. Definition of Success

By the end of the project period, we will know we were successful because:

- ECRI members share a common understanding of language and importance of equity and justice work and what it means for the organization.
- We identified the organizational barriers that prevent frontline community members from engaging with ECRI.
- There's clarity around decision-making processes within the organization.
- ECRI members share a common understanding around ECRI's strategic purpose and role within the Rhode Island environmental community after participating.

- ECRI centers equity and justice as part of the organization's structure. The organization is clear on how to work toward a more inclusive environmental and climate justice movement that is reflective of the communities served by ECRI and its members and the diversity of the state.
- We have a plan for providing the organization with the resources and capacity necessary to achieve its mission.
- ECRI members and individuals will be inspired to step up into key leadership roles within the organization.

E. Additional Non-Financial Assistance from NWF

- Zoom business account (provided)
- NWF staff guidance and support throughout strategic planning process and related fundraising efforts
- Strategic planning resources via Affiliate Partnership Center website, can assist finding other resources and/or connect with other affiliates who have recently done strategic plans when appropriate

EXHIBIT B

Reporting Guidelines

A progress report and financial report should be submitted to NWF Affiliate Partnerships team (affiliatepartnerships@nwf.org) in mid-year (or by March, 2021) and a final report and financial report should be submitted at the end of the grant term (by).

Please include the following elements, as applicable, as well as other pertinent information:

I. Summary

Include a brief summary of the work associated with this grant that has been completed to date.

II. Milestones & Outcomes

Describe the progress made toward achieving the original milestones and outcomes provided in the MOU, include detail about whether or not you were successful in achieving them and any challenges encountered.

III. Impact

Describe the end results of the investments including the overall impact of the grant on your organization and in turn, your work within the wider conservation movement. Discuss your organization's plan to sustain the successes of these investments into the future.

IV. Lessons Learned

Describe the key lessons that were learned through this capacity-building effort and advice that you would give to other organizations undertaking similar efforts.

V. Financial Report

Please file a final financial summary of how grant funding was spent. If actual expenditures are less than the grant amount, disclose the amount of grant funds remaining.