

Contract ID: 854016

**In-Kind Grant Award Letter****Grant Summary**

Name of grantee ("Grantee"):	City of Santa Clara
Grantee contact name:	Gayle Ichiho
Grantee contact email:	GIchiho@santaclaraca.gov
Google contact name:	Lisa Lammers
Google contact email:	lisalammers@google.com
Description of items (the "In-Kind Grant"):	2 Pallets of Hand Sanitizer
Google grant number:	854016]

**Terms and Conditions**

Pursuant to the terms set forth in this grant award letter (the "**Agreement**"), Google LLC for itself and its subsidiaries and affiliates ("**Google**") will provide Grantee with the In-Kind Grant. This Agreement is effective as of the date signed by Google below (the "**Effective Date**"). Google will arrange for delivery of the In-Kind Grant to Grantee.

1. Grantee acknowledges and agrees that the In-Kind Grant is being provided in "AS IS" condition without any express, implied or statutory warranties or representations made by or on behalf of Google, and without any implied or express obligations by Google for instruction, maintenance and/or support.
2. Grantee consents to Google's use of Grantee Assets (as defined below) in grant announcements. This includes use of Grantee Assets by third parties with direction from Google. "**Grantee Assets**" includes (i) the Grantee's name and logo, (ii) publicly available information about Grantee, and (iii) other materials pre-approved by Grantee. Grantee represents and warrants that it has obtained all necessary rights and licenses required for Google to use any content or materials it provides to Google, including for any third party content.
3. Grantee agrees to obtain Google's prior written approval before making any public announcements about the In-Kind Grant by emailing the Google contact and [nonprofit-brand-approvals@google.com](mailto:nonprofit-brand-approvals@google.com) at least 5 business days in advance. Grantee will submit any public announcements or marketing materials, which includes Google's licensed marks, to Google for review prior to its public or production use. Google will have the right to provide feedback regarding the marketing materials. In the event Google approves Grantee's use of Google's

6. Grantee certifies it is legally authorized to receive the In-Kind Grant under its own policies, as well as any other applicable laws and regulations, and is in full compliance with all applicable gifts and ethics rules that may apply to Grantee's acceptance of In-Kind Grant.
7. Grantee certifies that this In-Kind Grant will not negatively impact Google's current or future ability to do business with Grantee.
8. Grantee certifies that it does not discriminate against any person or group of people in either hiring/employment practices or in the administration of programs and services, including on the basis of sexual orientation or gender identity.
9. Grantee certifies that the person signing this document has the authority and has obtained all necessary approvals to accept the In-Kind Grant. Where Grantee is a public entity, Grantee certifies that it is able to accept the In-Kind Grant in a manner that is compliant with any applicable public procurement regulations.
10. Grantee agrees that the In-Kind Grant is to be used for official Grantee business only and is not to be used for the personal benefit of, or to make a gift to, any particular Grantee official or employee.
11. Grantee agrees to serve as the importer of record, if required, and comply with all applicable laws, including all applicable import and export laws and trade sanctions programs, and all anti-bribery, anti-kickback or anti-corruption laws, and applicable privacy laws, in connection with the use of the In-Kind Grant, and that no portion of the In-Kind Grant will be used to corruptly give anything of value directly or indirectly to anyone, including any government official, for the purpose of a) gaining or retaining business, b) causing a government official to do or not do something in their official capacity or c) to gain any other improper advantage.
12. Grantee agrees that: (I) GOOGLE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL OR PERSONAL INJURY) OR ANY OTHER DAMAGES UNDER ANY THEORY OF LIABILITY; AND (II) IRREVOCABLY AND UNCONDITIONALLY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GOOGLE, AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO ANY ALLEGATION OR THIRD-PARTY LEGAL PROCEEDING TO THE EXTENT DIRECTLY, INDIRECTLY, WHOLLY, OR PARTIALLY ARISING FROM OR IN CONNECTION WITH (I) GRANTEE'S BREACH OF THIS AGREEMENT OR (II) ANY ACT OR OMISSION OF GRANTEE, ITS EMPLOYEES OR AGENTS, IN (A) APPLYING FOR OR ACCEPTING THE IN-KIND GRANT; (B) IN USING THE IN-KIND GRANT; AND/OR (C) IN CARRYING OUT ANY PROJECT OR PROGRAM TO BE SUPPORTED BY THE IN-KIND GRANT.
13. Grantee agrees that if Google determines, in its sole discretion, that Grantee has

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Mountain View, CA 94043 USA

**Date:** 01-Apr-2022