

JOHN S. AND JAMES L. KNIGHT FOUNDATION
GRANT AGREEMENT

NOTES ON CONTRACT
FROM M. KOUZL
10/3/13

Grantee: Museum of Contemporary Art

Grant number: 2007-0265

Approval date: December 10, 2007

Grant Amount: \$5 million over five years

Terms: December 10, 2007 – December 31, 2012

Purpose: To solidify Miami as a cultural destination through development of cutting-edge contemporary arts exhibitions supported in whole or part by an endowment that provides a sustainable base of funding.

Grant Activities: The endowment will allow MOCA to mount three exhibitions or multi-discipline projects per year featuring emerging and/or under-recognized artists, public programs and events, school interpretive programs, lectures, film-screenings, and creation of new works by emerging artists. The exhibitions will be called the Knight Exhibition Series.

The following is an example of possible programming that would be supported by the endowment based on the upcoming exhibitions for 2008:

- *Luis Gispert: New Work:* the creation of a new site-specific, multi-media installation for MoCA that would premiere during Art Basel Miami Beach in December.
- *The Possibility of an Island* (working title): an exhibition of approximately 35 artists to approach the poetic and philosophical sides of science fiction.
- *Performance: MOCA:* a new series showcasing talented young artists who blur the boundaries between music, theater, performance, visual arts and film in their work.
- *Workshop: MOCA:* a seminar model that responds to issues raised in the exhibitions.

Anticipated Outcomes: It is Knight Foundation's understanding that the following description accurately represents your organization's expectations for the outcomes of the funded project. It also is Knight Foundation's understanding that your organization agrees that the results described below are appropriate and achievable and represent the terms against which your organization will judge the success of the project.

Exhibitions might go on to tour nationally and internationally, and thus Miami becomes a cultural destination via renowned, cutting edge exhibitions. This type of programming results in an enhancement of cultural literacy in South Florida and a broad public that is informed of recent developments in contemporary art. Artists can develop their practice, learn from the experience, and be involved in future collaborations with other artists as well as cultural institutions.

Evaluation: Viewing the exhibition disseminates contemporary art to a wider audience. This will be measured through surveys, media coverage and gauging audience reactions of the exhibitions.

Lectures and public programs increase public understanding of particular artists and how they express themselves through different media. This will be measured through surveys and artist and audience reaction and engagement in the program. The professional development of the

artists will be measured throughout their careers.

Artists recognized locally and nationally are able to experiment without constraints. This would be measured by evaluation the artwork produced and the critical reviews of the works.

Any additional internal and/or external evaluation reports relating to this grant must be submitted to Knight Foundation.

Communications: MOCA consistently presents high quality exhibitions and innovative programs that receive critical acclaim in national newspapers and magazines such as *The New York Times*, *Wall Street Journal*, *Associated Press*, *Vanity Fair*, and *Conde Nast Traveler* and broadcast media including Charlie Rose, CBS Sunday Morning, CNN and National Public Radio. MOCA promotes to the business press, social press, and style and travel editors and targets Haitian radio, the Miami Herald, El Nuevo Herald, and Miami New Times in addition to Spanish language radio and TV. The culmination of media coverage bolsters the national and international reputation of MOCA as a major cultural institution in Miami and attracts thousands of visitors to Miami-Dade County every year. Additionally, the museum utilizes strategic marketing plans to increase patronage.

Conditions:

General

1. Changes to any specific line item in the enclosed budget greater than \$5,000 or 5% must be approved in writing by Knight Foundation prior to making the change.
2. The Grantee will use the funds for the purposes approved by the Foundation described in this Agreement and understand that any alternative use of funds must be authorized in advance in writing by Knight Foundation.
3. Any significant changes in project and/or organizational leadership must be reported to Knight Foundation within 30 days of the change.
4. The Knight Foundation shall have the opportunity to nominate a candidate to the MOCA board of trustees.

Naming

5. The gift from the Knight Foundation will be permanently and prominently recognized architecturally as follows:
 - a. Renaming of the entrance lobby as the Knight Entrance to MOCA with a prominent lobby wall set aside to dynamically showcase works that make up or have made up the Knight Exhibition series.
 - b. At the appropriate level of recognition on the "donor wall."
6. The exhibitions mounted under this endowment will be known as the Knight Exhibition Series.

7. MOCA agrees to preview each exhibition under the series to the Knight Foundation communications department. If Knight Foundation deems the content to be ill-suited to carry the Knight name (due to controversial nature or any reason it sees fit), MOCA will not use the Knight Exhibition Series name for that particular exhibition. The communications department must sign off that they have approved the use of the Knight name on each exhibition.

Public Relations

8. Inclusion of the full Knight Exhibition Series name will be used in all communications efforts related to the exhibitions mounted under this endowment, including but not limited to:
 - Printed materials
 - Website mentions
 - External media documents
 - Letters to members
 - Speeches and interviews related to the grant
9. MOCA agrees to help with the announcement of this grant and the launch of the Knight Foundation's arts initiative as follows:
 - a. Making available a senior-level organization employee to serve as spokesperson, conducting interviews and/or participating in a press conference announcing the grants. This person will be available not only for the launch, but for select interview feature opportunities via phone or in person. This may involve a two day trip to New York for select media opportunities.
 - b. Outreach to media outlets with which each organization has good relationships.
 - c. MOCA will announce the grant to peer institutions as well as primary MOCA internal audiences (Board of Directors, members, personnel, etc.) and proactive outreach to top external audiences (media, school system, teacher's association, etc.)
 - d. MOCA will coordinate to send personalized joint letter from MOCA and Knight Foundation to community leaders across South Florida.
 - e. MOCA will make available editorial content for Knight in newsletters, website and program brochures.
 - f. MOCA agrees to participate in brainstorm sessions to plan the launch strategy for the program as well as monthly conference calls as needed in order to help plan activities and maximize PR effect.

10. MOCA agrees to on going active participation in Knight Forum website.

Advertising

11. The Knight Foundation and Knight Exhibition Series will be given ads in programs, brochures, newsletters and websites. Knight should receive advertising benefits equal to those of a regular annual sponsor of this size of the annual payout from the endowment.

Signage

12. Knight Foundation signage at all organization events in perpetuity.

Logo Use

13. MOCA grants the Knight Foundation permission to use MOCA's name and likeness (logos, taglines, etc.) in all external outreach efforts conducted by Knight Foundation, including but not limited to:
 - Press materials
 - Knight Foundation website
 - Printed materials
 - External media documents
 - Letters to members of the Knight Foundation
 - Speeches and interviews related to the grant
14. Access to database of contacts for mailers about the program (always with approval from MOCA in advance).

Reports and payments:

1. The first payment of \$1 million will be mailed within 60 days of Knight Foundation receiving this signed grant agreement.
2. Progress reports are due November 1, 2008, 2009, 2010 and 2011. The payments of \$1 million in 2008 and 2010 and \$990,000 in 2009 and 2011 will be released within 60 days of receiving a satisfactory progress report. *2/2008*
3. A grant expenditure evaluation (GEE) will be conducted in 2009 and 2011 of this grant. Knight Foundation is responsible for securing the consultant to complete the GEE and will withhold \$10,000 for each evaluation from the total grant funds. *DON'T FWD 2011*
4. Annual endowment reports are due to the foundation 30 days after the end of the organization's fiscal year. The reports must include the book value, market value, projected spendable income, endowment management, activities, fees, costs and summary of activities undertaken under the endowment the previous year. *DON'T FWD THESE 2007 2008*
5. Completed reports should be sent to the Program Director, Lorenzo Lebrija.
6. These reports shall include both financial and program information in formats that the Foundation requires. They shall include a narrative account of what was accomplished by the grant, including a description of progress made toward achieving the goals of the grant and assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The narrative and financial report forms are enclosed with this agreement. Please contact your Program Director to obtain electronic versions of these documents. *DON'T KNOW IF THAT WAY DONE.*
7. Organizations that complete internal audits by an independent auditing firm shall submit a copy of the audit results within 90 days of completion of the report during the time period listed in the terms above.
8. Grantee also shall provide the Foundation, upon request, with all information relating to the

results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to be submitted by Grantee and if such reports do not meet the Foundation's reporting requirements. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee.

Intellectual Property: Grantee and the Foundation agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the Grantee organization notwithstanding any third party copyrights the grantee might have access to for the purposes of an exhibition or other program and not owned by the grantee. To ensure the widest possible distribution of such materials and ensure that they enter and remain in the public domain, the Grantee organization and any individuals who may have some interest hereby grant to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the materials or other work products arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described here. Grantee, at Foundation's request, agrees to execute any additional documents required to effect such license.

Tax-Exempt Status: Grantee will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the IRS Code and limiting the use of the grant funds to the appropriate taxable purposes as described in IRS Code section 170(c)(2)(b).

Books and Records: Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Furthermore, at the request of the Foundation, Grantee shall permit reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative, solely at the request of the Foundation, shall be paid from the grant proceeds. The Foundation reserves the right to withhold these fees and expenses from payments made to the Grantee under this agreement.

Management and Investment of Grant Funds, Earnings and Appreciation: Grantee shall invest and reinvest any funds disbursed under the grant that are not expended for the purposes of this grant including all earnings and appreciation thereof, in one or more specially designated accounts in a bank which is a member of the FDIC or investment firm which is a member of the SIPC in accordance with Grantee's governing documents and investment policies which do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Each account holding funds provided under the grant, and all realized earnings thereon, shall be fully insured by the FDIC to the extent permitted by law, if the funds are deposited in a bank, or by the SIPC, if the funds are invested with an investment firm. Grantee may not assess an administrative or financial management fee of any kind, or charge expenses of any kind for the costs of administering and using funds disbursed to Grantee under the Grant, unless agreed to in writing and in advance by Donor. All earnings on these funds must be spent solely for the

purposes of this grant.

Unexpended Funds: The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

No-cost extension: If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, any unexpended funds identified and how the funds will be used, and the length of time requested for the extension.

Royalties: Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee or any sub-grantee from product sales must be used exclusively for this project.

No guarantee of future funding: The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

Signatures follow on the next page.

Museum of Contemporary Art
Grant #2007-0265
Page 7

If you agree to the terms and conditions of this grant agreement, please sign and return this document to Knight Foundation. A self-addressed envelope is enclosed for your convenience. Please keep a copy of the signed document for your grant files.

Grant payment according to the terms above will be released within 60 days of receiving this signed agreement.

Name: Bonnie Clearwater
(Type or print name and title of person signing the acknowledgment)

Title: Director

Signed: [Signature] Date: 12/21/07
(Authorized signature of senior executive officer)

All future correspondence regarding this grant should refer to grant #2007-0265.

Please sign and return this document to:

Grants Administration
John S. and James L. Knight Foundation
Wachovia Financial Center, Suite 3300
200 South Biscayne Blvd.
Miami, FL 33131-2349