FISCAL SPONSORSHIP GRANT AGREEMENT BETWEEN
THE OSA FOUNDATION AND
THE INTERNATIONAL COMMISSION FOR OPTICS

On 27 October, 2010, the OSA Foundation (Grantor) decided that financial support of the project described in the grant proposal application accompanying this Agreement will further Grantor's tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to the International Commission for Optics (Grantee), subject to the following terms and conditions:

WHEREAS,

A. Grantee is an exempt organization under Section 501(c)(4) of the Internal Revenue Code, and may apply for exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code at some point in the future.

B. The purpose of Grantee is the following: to contribute, on an international basis, to the progress and diffusion of knowledge in the field of optics.

C. Grantor is exempt under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a)(1) of the Internal Revenue Code. Grantor would like to support certain activities of Grantee and is willing to act as a fiscal sponsor for Grantee. Grantor will accept contributions for the benefit of ICO by those contributors who wish to support Grantee prior to Grantee’s obtaining federal tax exempt status (the “Fiscal Sponsorship”).

D. Grantor anticipates terminating the Fiscal Sponsorship should the Grantor receive an advance ruling that it is exempt under Section 501(c)(3) of the Internal Revenue Code.

E. Grantor and Grantee have a shared mission, and Grantor has determined that the purposes and activities of ICO are charitable under Internal Revenue Code Section 501(c)(3). The success of ICO will benefit the mission of the Fiscal Sponsor.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. This Agreement shall be effective starting 01 December, 2010 and shall
Fiscal Sponsorship Agreement

remain in force until Grantee receives its designation from the Internal Revenue Service as a 501(c)(3) tax-exempt organization, or it is terminated in accordance with the terms of this Agreement, whichever is sooner.

2. Grantee shall provide Grantor with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to Grantor, showing Grantee's separate existence as an organization.

3. **Use of Funds.** Grantee shall use the grant solely for the project described in the accompanying grant proposal application (attached hereto as Attachment 1), and Grantee shall repay to Grantor any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within Grantor's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.

4. **Fundraising.** Grantee may solicit gifts, contributions and grants to Grantor, earmarked for Grantor's restricted fund for this project. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising materials are subject to Grantor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via Grantor's restricted fund shall be executed by Grantor.

5. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

6. **Reporting Requirement.** Grantee shall submit a full and complete report to Grantor sixty (60) days after the completion of the grant program. Periodic program updates may be requested for programs lasting more than three months. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
7. **Termination.** Either party may terminate this Agreement by giving sixty (60) days' written notice to the other party.

8. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3).

9. Grantee shall not use any portion of the funds granted herein 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, nor to take any other action inconsistent with IRC Section 501(c)(3).

10. Grantee shall notify Grantor immediately of any change in:

   (a) Grantee's legal or tax status, and
   (b) Grantee's executive or key staff responsible for achieving the grant purposes.

11. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or agents.

12. **General.**

   a. **Notices.** All notices, demands, amendments, waivers, consents, approvals, and other communications required or permitted under this Agreement must be in writing and expressly reference this Agreement.

   b. **Amendments; Waivers.** All parties must approve any amendment to this Agreement, however, any waiver of any right or remedy requires only the consent of the party waiving it. Every amendment or waiver must be in writing and designated as an amendment or waiver, as appropriate. No failure by any party to insist on the strict performance of any provision of this Agreement, or to exercise any right or remedy, will be deemed a waiver.
Fiscal Sponsorship Agreement

of such performance, right or remedy, or of any other provision of this Agreement.

c. **Severability**. If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

d. **Entire Agreement**. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

e. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which are considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. A facsimile signature page will be deemed an original.

f. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia applicable to agreements made and to be performed entirely within such jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the 1st day of December, 2010.

OSA FOUNDATION
By: ________________________________
Date: 15 Nov 2010
Print Name: Elizabeth Rogan
Title: OSA Foundation Executive Director

INTERNATIONAL COMMISSION FOR OPTICS
By: ________________________________
Date: 11 November 2010
Print Name: Maria L. Calvo
Title: ICO President
Fiscal Sponsorship Agreement

Attachment 1

ICO Grant Proposal Application to OSAF

Summary of Funding Requests

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Total Request</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Grants</td>
<td>$15,000</td>
<td>Support for 8 meetings</td>
</tr>
<tr>
<td>Travelling Lecture Awards</td>
<td>$5,000</td>
<td>Ave award is $1K - $1.5K</td>
</tr>
<tr>
<td>Prizes, Awards, and Honors</td>
<td>$11,300</td>
<td>5 award programs</td>
</tr>
<tr>
<td>Other Activities</td>
<td>$9,000</td>
<td>$1K travel grants for Bureau members from developing nations to attend ICO meetings (est. $5K) &amp; $4K for cost of mailing ICO newsletter.</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$43,300</strong></td>
</tr>
</tbody>
</table>

Grant Proposal Application

Prepared by: James A. Harrington, Treasurer, ICO

1. Conference/Meeting Support

Note: All those supported are required to submit a report on their trip

<table>
<thead>
<tr>
<th>Program Contact</th>
<th>Conference</th>
<th>Nature of Support</th>
<th>Date and Location</th>
<th>Estimated Support - USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gert vonBally, University. of Münster,</td>
<td>Optics Within the Life Sciences (OWLS)</td>
<td>Conference support for travel by students or scientists from underdeveloped countries</td>
<td>2011</td>
<td>$1,500</td>
</tr>
<tr>
<td>Germany lbiophys@uni-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>muenster.de</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gert vonBally, M L Calvo</td>
<td>ICO Triennial Meeting</td>
<td>Conference support for travel by students or scientists from underdeveloped countries</td>
<td>Puebla,</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mexico, 2011</td>
<td></td>
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<tr>
<td>Gert vonBally, M L Calvo</td>
<td>ICO Bureau meeting at EOSAM 2010</td>
<td>Support for travel by students</td>
<td>Paris,</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>France, 2010</td>
<td></td>
</tr>
</tbody>
</table>
### Fiscal Sponsorship Agreement

<table>
<thead>
<tr>
<th>Program Contact</th>
<th>Conference</th>
<th>Nature of Support</th>
<th>Date and Location</th>
<th>Estimated Support - USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gert vonBally, Angela Guzman</td>
<td>Panamerican Advanced Studies Institute on Frontiers in Imaging Science</td>
<td>Support for travel one or two students</td>
<td>Bogata, Columbia, June, 2011</td>
<td>$2,000</td>
</tr>
<tr>
<td>Gert vonBally</td>
<td>Information Photonics, collocated with Photonics North</td>
<td>Conference support for travel by students or scientists from underdeveloped countries</td>
<td>Ottawa, Canada, May, 2011</td>
<td>$2,000</td>
</tr>
<tr>
<td>Gert vonBally, Zohra Ben Lakhdar, John Love</td>
<td>ETOP</td>
<td>Student travel</td>
<td>Tunis, Tunisia, July, 2011</td>
<td>$2,000</td>
</tr>
<tr>
<td>Gert vonBally, Ahmadou Wague</td>
<td>Optics and Lasers in Science and Technology for Sustainable Development</td>
<td>Conference support for travel by students or scientists from underdeveloped countries</td>
<td>Dakar, Senegal, 2011</td>
<td>$2,000</td>
</tr>
<tr>
<td>Gert vonBally, Angela Guzman, Guillermo Baldwin</td>
<td>RIAO / OPTILAS 2010: VII Ibero-American Conference on Optics (RIAO) &amp; X Latin-American Meeting on optics, laser and Applications, (OPTILAS),</td>
<td>Conference support for travel by students or scientists from underdeveloped countries</td>
<td>September 20-24, 2010 in Lima, Peru</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

2. **Travelling Lecture Awards**

**Program coordinator:** James A. Harrington, Rutgers University  
**Eligibility:** Senior scientists and engineers normally from schools in underdeveloped countries.

**Purpose of program:** To support travel and living expenses for scientists to visit and give a series of lectures on topics in photonics. This program does not support travel to professional society meetings.

**Program details:** [http://www.ico-optics.org/travlecture.html](http://www.ico-optics.org/travlecture.html)

**Typical award:** The amount for the award is typically from $1,000 to $1,500. Normally, the ICO allocates about $5,000 for these awards in a three-year period.
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Award committee: The committee chair is Dr. James A. Harrington. The Travelling Lecture Award committee selects the awardees. The awardees are required to submit a trip report on their activities.

Future awards: There is a greater demand for Travelling Lecture Awards than the ICO can support. The ICO would like to double the budget for these awards and, therefore, requests $5,000 for the three-year period, 2011-2014.

3. Prizes, awards, and honors
ICO Prize: The ICO has one prize, which is given out yearly. The prize consists of a medal and a monetary award of $2,000 plus $1,000 for travel expenses to the Bureau meeting to accept the award. The ICO would like to give out two awards/year. Therefore, the ICO requests $3,000 to add another award. The award committee is chaired by Prof. Min Gu.

IUPAP Young Scientist Prize in Optics: The IUPAP prize in optics is awarded annually through ICO to a scientist who has made noteworthy contributions to applied optics and photonics during a maximum of 8 years of research experience after having earned a PhD degree. The monetary award is 1,000 €. Prof. Ari Friberg is the chair of the selection committee.

ICO Galileo Galilei Award: The Galileo Galilei medal of ICO is awarded for outstanding contributions to the field of optics which are achieved under comparatively unfavorable circumstances. There is a cash honorarium and travel expenses to attend the annual ICO meeting. The ICO would like to request $2,000 to augment this award.

ICO/ICTP Gallieno Denardo Award: The ICO and ICTP, the Abdus Salam International Centre for Theoretical Physics, Trieste, agreed to establish since 2000 a joint prize, called the ICO/ICTP Award. In September 2007, the ICTP and ICO agreed to rename the ICO/ICTP Award as ICO/ICTP Gallieno Denardo Award to honor the memory and legacy of the late Prof. Gallieno Denardo. It is reserved for young researchers from developing countries (as defined by the United Nations), who conduct their research in a developing country. The award will be given to scientists less than 40 years old (on December 31 of the year for which the award is given), who are active in research in Optics and have contributed to the promotion of research activities in Optics in their own or another developing country. The ICO considers support for the Winter School meeting of the ICTP to be an important activity of our organization. The ICO would like to support travel to this meeting by students from underdeveloped countries. Thus, we would like to request $5,000 for travel expenses to this annual meeting in Trieste.

More information on the prizes and awards from the ICO may be obtained from; http://www.ico-optics.org/awards.html

4. Other Activities
The ICO does not support many other activities other than what is listed above. Yet if more money were available to the ICO then it could be used to support the following activities which have hitherto not been supported:

- Travel support of approximately $1,000 each for Bureau members from underdeveloped nations to attend annual ICO Bureau meetings.
- Support for the ICO newsletter. The mailing costs of this service now run about $4,000 per year.