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GRANT AGREEMENT

This Grant Agreement (the "Agreement") dated May 28, 2026 is entered into by and between Save The Music Foundation, a New York not-for-profit corporation ("STMF") and Dekalb County School District ("Grantee").

STMF has agreed to make a grant of musical instruments and/or equipment (collectively, the "Instruments") to Grantee, conditioned on Grantee's agreement to the conditions contained in this Agreement. STMF and Grantee acknowledge and agree that the Instruments are for use at the following schools (the "Schools"):

**Southwest DeKalb High School – J Dilla High School Music Tech
Peachcrest Elementary School – Intro To Music**

It is mutually agreed between STMF and Grantee as follows:

1. Grantee will provide for at least one (1) music teacher's salary (or full-time equivalent staff) in its budget for the school year during which it receives a grant of Instruments from STMF and for each year following.

2. (a) Grantee will maintain music curriculum as part of the regular school curriculum and will offer in-school music instruction at least one (1) time per week at any School receiving Instruments, providing an average of forty-five (45) minutes of instructional time per week. Notwithstanding the foregoing, Grantor acknowledges and agrees that, as reasonably necessary, Grantee shall be entitled to undertake any of the activities described in this Paragraph (2) virtually.

(b) Grantor further acknowledges and agrees that Instruments may be "checked out" to students and teachers as reasonably necessary: (i) in the event that Grantee is required to undertake virtual music classes; (ii) so that students may practice; or (iii) as Grantee deems reasonably necessary in order to carry out the purposes hereof.

(c) In the event that any Instruments are "checked out", Grantee shall maintain good and accurate records of such Instruments, and shall remain solely responsible for such Instruments, pursuant to the terms hereof.

(d) Grantee acknowledges and agrees that the intention of this Agreement is to create permanent music programs in the Schools and Grantee shall work together with STMF in good faith to achieve this goal.

3. Grantee agrees to hire a certified music instructor to design the music curriculum described in Paragraph (2) above and to hire certified music instructors to teach the music classes described in Paragraph (2) above. Grantee agrees to retain certified, qualified music instructor(s) for the duration of the program.

4. Except as specifically set forth in Paragraphs 2(b) and 2(c) hereof, Grantee will maintain actual possession of the Instruments granted for its use. Grantee may not reallocate instruments without STMF's consent. In the event of a closure of a recipient School or the termination of the applicable music program, Grantee will notify STMF within thirty (30) days of such decision. In such event, Grantee and STMF shall work together in good faith to determine the future use of the Instruments granted to such School. Grantee acknowledges and agrees that STMF shall have final say as to the use of such Instruments including, but not limited to, requiring the return of such Instruments to STMF. Should STMF request that Grantee return the Instruments, Grantee agrees to return them at its expense within ten (10) business days of such request.

5. Grantee shall ensure that the Instruments are properly maintained in secure storage areas where the Instruments will be safe from theft, or damage due to water, dust, or other factors. Grantee will assure that access to the Instruments is limited to instructors, students, and any other School personnel with a need to have access to the Instruments. Grantee retains sole responsibility under this Agreement for the obligations set forth in this Paragraph 5.

6. Grantee agrees to keep the Instruments in good repair and to undertake standard and customary maintenance of the Instruments. To the extent that manufacturers' warranties cover repairs, Grantee agrees to return the Instruments in need of repair to the local music retailer to be serviced as directed by the manufacturer. Grantee will keep an inventory of the Instruments received from STMF and, in the event that any Instruments are lost, stolen, or damaged beyond repair, it will notify STMF immediately. STMF reserves the right to request return of all granted Instruments if, in its judgment, Grantee is not maintaining the Instruments in an appropriate manner, or otherwise not complying with the terms of this Agreement. Should STMF request that Grantee return the Instruments, Grantee agrees to return them at its expense within ten (10) business days of such request.

7. Grantee agrees to file reports with STMF, on forms STMF will supply, as to the nature of grantee's music program including, but not limited to, the frequency of music classes, staff qualifications, number of students enrolled, etc...

8. Grantee agrees to cooperate, and cause the Schools to cooperate, in any data collection efforts or studies requested by STMF including, but not limited to, studies directed at tracking the progress of students participating in the instrumental music instruction program(s) herein and shall promptly comply with all requests for information made in connection with such studies. In regard to such data collection, efforts, Grantor and Grantee agree that: (i) any data requested by Grantor will be provided by Grantee only in compliance with applicable laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act; (ii) it shall be deemed unreasonable for Grantee to object to requests for information which are in compliance with applicable laws and regulations, and are generally applied to other Grantor schools; and (iii) any data collected by Grantor shall be used for internal purposes unless: (a) otherwise agreed to in writing by Grantee, such consent not to be unreasonably withheld, conditioned or delayed, or (b) such data is anonymized.

9. Grantee agrees that, upon request, representatives of STMF shall be provided with access to: (a) grantee's facilities; (b) documents related to the Instruments and programs required herein; and (c) personnel employed by Grantee in connection with the instrumental music instruction program, as necessary to monitor Grantee's compliance with this Agreement. STMF agrees to provide Grantee with prior written notice (email shall be sufficient) of its desire to visit Grantee's facilities and to conduct any inquiries and shall use commercially reasonable measures to ensure that such visits and inquiries are undertaken in a manner that minimizes disruption to Grantee's programs.

10. Grantee represents, warrants and covenants that it has the authority to enter into this Agreement, and that the individual signing below has the authority to do so on behalf of the Grantee. Grantee further represents, warrants and covenants that no action, consent, approval or authorization including, without limitation, any action, approval, consent or authorization of any governmental or quasi-governmental agency, commission, board, bureau or instrumentality, is necessary for Grantee to constitute this Agreement as the binding and enforceable obligation of Grantee and/or to consummate the transactions contemplated hereby.

11. Intentionally Omitted.

12. This Agreement and the rights and obligations of the undersigned parties shall be governed by and construed according to the laws of the State of New York, without giving effect to principles of conflicts of laws. The undersigned hereby irrevocably submit to the exclusive personal jurisdiction and venue of any New York State or Federal Court located in the State of New York, County of New York over any action or proceeding arising out of any dispute between the undersigned. The parties' consent to the personal jurisdiction and venue of such courts and further consent that any process, notice of motion or other application to either such court or a judge thereof may be served outside the State of New York by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. Each party waives all objections based on lack of jurisdiction, or improper or inconvenient venue.

13. This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method (e.g., DocuSign), and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

15. No changes or amendments to this Agreement shall be recognized unless and until made in writing and signed by the parties hereto.

16. Grantee acknowledges and agrees that STMF must review and approve in writing all materials including, but not limited to, advertising, letters and news releases, that use the STMF trademarks, prior to production, printing and publication in any form, including in electronic form. Without limiting the generality of the foregoing, Grantee will not make any public statements or issue any press releases regarding this Agreement or the Grant without the prior written consent of STMF. In all cases, (i) such approval will not be unreasonably withheld and (ii) the STMF must be allowed reasonable turnaround time for such approval. Grantee further agrees that it will not give press interviews, or otherwise publicize this Agreement or the Grant, except as required by law (provided at least 10 business days prior written notice is given to STMF), without the express written permission of STMF. This provision will survive the termination of this Agreement.

[Balance of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed with full authority and effect as of the date first set forth above.

SAVE THE MUSIC FOUNDATION
a New York not-for- profit corporation

GRANTEE
DeKalb County School District

By: Henry Donahue
Its: Executive Director

By: Dr. Norman C. Sauce III
Its: Interim Superintendent of Schools

DATE

DATE

[Signature page to Grant Agreement]