

**SAMPLE IMPACT FAIRFIELD COUNTY
GRANT AGREEMENT**

This Grant Agreement ("Agreement") is made this ____ day of _____, 20____, by and between Impact 100 Fairfield County, Inc., a Connecticut non-profit corporation ("Impact Fairfield County"), and _____, a _____ corporation ("Grantee").

WITNESSETH

WHEREAS, Impact Fairfield County has awarded a grant to Grantee pursuant to Grantee's grant application dated _____ ("Grant Application"); and

Whereas Grantee agrees to comply with the terms and conditions of the grant as described herein;

NOW THEREFORE, in consideration of the grant and other good and valuable consideration, the parties agree as follows:

1. Amount and Use of the Grant Funds

A. Grant Amount. Impact Fairfield County will provide Grantee with a grant in the amount of \$_____ to be used for the purposes described in paragraph 1B herein ("Grant"). Grant funds may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the grant funds shall be used by Grantee to support the purposes of the grant.

B. Grant Purposes. Grantee shall use the Grant only for the purposes described in the Grant Application attached hereto as **Exhibit A** and incorporated herein ("Grant Project"). Grantee must obtain written approval from Impact Fairfield County prior to using any portion of the grant funds for any purpose other than described in the Grant Application.

C. Budget. Grantee has provided Grantor with a budget for the Grant program, which is attached hereto as **Exhibit B**. The Grant funds are restricted to fund only the Grant program as described in the Grant Application and summarized above in 1B.

D. Grant Period. The grant period shall be for a term of ____ month(s) ("Grant Period") but in no event greater than 24 months from the date of Grantee's receipt of the first installment of the grant. Grantee shall complete the purposes of the grant by the end of the Grant Period.

E. Grant Payment. Provided Grantee is in compliance with the terms of this Agreement, Impact Fairfield County will pay the grant funds for the Grant Project in _____ installments as follows: _____.
Installment payments may be withheld in the event of delays in completing the purposes of the

Grant as described in paragraph 1B herein and/or a breach of any of the terms of this Agreement by Grantee.

II. Reporting and Record Keeping Requirements

A. Record Keeping. Grantee shall maintain financial and other records that specifically show the use of the Grant exclusively for the purposes of the Grant. Grantee shall maintain such records for at least three (3) years after the end of the Grant Period. Impact Fairfield County shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to three (3) years after the end of the Grant Period, Grantee's records relating to the expenditure of the Grant.

B. Written Reports. The Grantee shall submit written reports (described below) relating to the expenditure of the Grant and the progress of the Grant purposes. Grantee will utilize the Connecticut Council for Philanthropy Common Report Form for project reporting attached hereto as **Exhibit C**. Written reports should be sent to: grants@impactffc.org. Grantee shall submit to Impact Fairfield County in writing the following reports:

1. Interim Reports. On or before _____ (dates), Grantee shall submit full and complete reports regarding the use of the Grant, compliance with the terms of this Agreement, and the progress made toward achieving the purposes of the Grant. If the interim reports are not received by Impact Fairfield County on the dates specified, or are not approved by Impact Fairfield County as provided herein, Impact Fairfield County may, in its sole discretion, withhold further Grant payments until the outstanding report is received and approved.

2. Final Report. Grantee shall submit to Impact Fairfield County a final report detailing the use of the Grant and describing the progress made toward the purposes of the Grant within thirty (30) days after the expiration of the term of the Grant.

3. Other Reports. In addition to the above reports, the Grantee shall comply with the reasonable requests of Impact Fairfield County for other reports. Grantee shall also make its personnel available at the reasonable request of Impact Fairfield County to discuss expenditures, records and the progress of the Grant Project.

C. Notice Requirements. Grantee shall notify Impact Fairfield County immediately if there is a change in the Grantee's tax-exempt status or if the Grant Project is cancelled or delayed. Grantee will advise Impact Fairfield County immediately of any significant change in the Grantee's governance, programs or services that may impact the Grant Project or any changes in any professional or key personnel identified in the Grant Application.

III. Return of Grant Funds to Impact Fairfield County

A. End of Grant Period. Grantee shall return all Grant funds that have not been expended for the Grant's purposes within fifteen (15) days after the end of the Grant Period.

B. Failure to Comply to this Agreement. In the event Impact Fairfield County determines that the Grantee has failed to comply with the terms of this Agreement or if the Grantee's tax-exempt status is revoked by the Internal Revenue Service ("Default"), Grantee, upon receipt of written notice from Impact Fairfield County of said Default, shall immediately return all unexpended Grant funds as of the date of the Default, to Impact Fairfield County and Impact Fairfield County may, among other legal remedies available, terminate this Agreement.

IV. **Miscellaneous**

A. Public Charity Status. Grantee represents to Impact Fairfield County that the receipt of the Grant will not cause Grantee to lose its status as a public charity described in the Internal Revenue Code, and that its exemption determination letter from the Internal Revenue Service finding that Grantee is a public charity is still valid and has not been revoked.

B. Oral and Written Communications. Both parties agree to announce the Grant in oral and written communications.

1. Grantee consents to the announcement of the Grant by Grantor on its website, in press releases, publications, audio and video recordings, advertisements, social media posts, and all other forms of internal and external communications ("Communications").

2. Grantee shall recognize the Grant, when appropriate, in any Communications produced regarding the Grant program by including the following statement: "*Funding for _____ was provided by Impact Fairfield County*" and shall provide Grantor with a copy of any such Communications.

3. Grantee shall include or announce, as appropriate, the following disclaimer in communications regarding the Grant program: "*The views expressed herein do not necessarily represent those of Impact Fairfield County*".

C. Amendment. This Agreement may not be modified or amended except by a written instrument signed by both parties.

D. Entire Understanding. This Agreement and its Exhibits contain the entire understanding of the parties and supersede all agreements or understandings, written or oral, made prior to the execution of this Agreement.

E. Paragraph Headings. The paragraph headings contained in this Agreement are included solely for the convenience of reference of the parties and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

F. Counterparts. This Agreement may be executed in counterparts, with each counterpart deemed the original document and with all counterparts deemed to be one and the same instrument.

G. Solicitation Waiting Period. Grantee shall not be permitted to apply to Impact Fairfield County for additional funding until the letter of inquiry solicitation following the third anniversary of the Grant award (June, 20__).

H. Execution of Agreement. Grantee agrees to execute and return this Agreement to Impact Fairfield County within 14 business days from the date of this Agreement.

I. Assignment. Neither party may assign this Agreement or any of its rights, benefits, interests, or obligations hereunder to any third party or entity and this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the other party and any purported assignment without such consent will be void.

J. Notice. All notices required or permitted hereunder shall be in writing and sent postage prepaid to the party's responsible officer. Any such notice will be effective upon receipt. Any party may change its responsible officer or its address by written notice to the other party.

K. Laws of Governance. This Agreement is to be governed by and construed under the laws of the State of Connecticut. All actions or proceedings relating, directly or indirectly, to this Agreement, Grant or Grant program shall be litigated only in courts located within the County of Fairfield, State of Connecticut.

L. Insurance. Until all Grant funds have been expended, Grantee agrees to maintain insurance coverage of the kinds and limits listed in the Certificate of Insurance attached hereto as **Exhibit D** and incorporated herein. Grantee shall notify Grantor immediately of any significant change to such coverage.

M. Indemnification. Grantee agrees to indemnify and hold Grantor harmless from and against claims, damages, losses and expenses (including, but not limited to, reasonable attorney fees), attributable to bodily injury, sickness, disease and death, destruction of tangible property, or any other claims, damages, losses and expenses caused by: a) the providing of funds by Grantor to Grantee or the non-funding of such funds under a Default scenario described above, b) the negligent or willful acts or omissions of Grantee or Grantee's employees, subcontractors or volunteers, or c) Grantee's breach of this Agreement.

IN WITNESS WHEREOF, Impact Fairfield County and Grantee have caused this Agreement to be executed, effective as of the day and year first written above.

Impact Fairfield County

Grantee: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____