

New Hanover Community Endowment, Inc.

Grant Agreement

{{ Proposal Title }}

MM/DD/YYYY

This Grant Agreement (this "Agreement") is entered into as of MM/DD/YYYY (the "Effective Date"), by and between the New Hanover Community Endowment, Inc. (the "Endowment") and {{ Entity Name }} (the "Grantee"). The Endowment and the Grantee may be individually referred to herein as a "Party", and collectively as the "Parties".

Background

The Endowment has awarded grant funds (the "Grant Funds") to the Grantee to be subject to the terms and conditions of this Agreement (the "Grant").

Agreement

NOW, THEREFORE, intending to be legally bound, in consideration of the mutual agreements and covenants contained herein, receipt of which is hereby acknowledged, it is mutually agreed by and between the Parties, as follows:

1. Incorporation. The "Background" section set forth above is incorporated herein by reference.
2. The Grant. The Grant shall be in the amount of {{ Amount Awarded }} Dollars ({{ Amount Awarded }}), and the Grant Funds shall be disbursed to the Grantee on the date(s) listed in the attached Plan of Accountability. The Grant Term shall be as set forth in the accompanying Plan of Accountability.
3. Management of Grant Funds. The Grantee shall hold the Grant Funds, outright and free of trust, in an account or sub-fund, separate and apart from the Grantee's other assets. The Grantee shall not be entitled to a management fee with respect to the Grant Funds. To the extent any interest or other income is earned from the Grant Funds, such amounts shall be added to, and treated as part of, the Grantee Funds and shall be subject to the terms of this Agreement.
4. The Purpose of this Grant; Use of Grant Funds.
 - a. The Grantee shall use the Grant Funds only for the designated project or program (the "Project"), as described in the Plan of Accountability, and not for any other purpose without the Endowment's prior written approval. A request to apply any of the Grant Funds to any other purpose must be submitted to the Endowment in writing, and approval of such a request shall be subject to the Endowment's sole discretion. Grant Funds may only be used if there is direct benefit to individuals in New Hanover County. Any Grant Funds that are unexpected or unused for the Project shall be returned to the Endowment. The Grantee hereby designates {{ Signatory Name }} as the individual at the

Grantee who shall be responsible for the use of the Grant Funds and for accounting for the Grant Funds on behalf of the Grantee (the "Designated Representative"). The Grantee hereby affirms that it has authorized the Designated Representative to sign the Plan of Accountability on behalf of the Grantee. If there is a change in the Grantee's Designated Representative, the Grantee shall provide written notice within 30 days of such change to the Endowment along with an acknowledgment of the Plan of Accountability signed by the new Designated Representative.

- b. The Grantee shall use the Grant Funds only for charitable, educational, or scientific purposes. The Grantee shall not use the Grant Funds in any way that would result in, or give rise to, private inurement or impermissible private benefit. The Grantee shall not use the Grant Funds to carry on propaganda or otherwise attempt to influence legislation, or to influence the outcome of any election. The Grantee shall not use the Grant Funds to support any activities carried on by parties listed on the OFAC List of Specially Designated Nationals and Blocked Persons and shall not use the Grant Funds for any purpose or activity that may require the Endowment to register as a "foreign agent" under the Foreign Agent Registration Act, 22 United States Code § 611 et seq.
- c. No portion of the Grant Funds may be used to (i) carry on propaganda, or otherwise attempt to influence legislation, or (ii) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

5. Reporting and Records Requirements. The Grantee shall:

- a. Properly account for all expenditures of the Grant Funds;
- b. Submit all written reports required by the Plan of Accountability, which shall be in a format acceptable to the Endowment, in its sole discretion, and contain truthful information regarding the Project and Grantee's use of the Grant Funds;
- c. Maintain accurate books, receipts, and records during the term of this Agreement and for a period of at least four (4) years after the completion or termination of the Project or the rescission or termination of the Grant; such books, receipts, and records shall be adequate, in the Endowment's sole discretion, to demonstrate that the Grant Funds were used for the purpose for which the Grant is made; and
- d. Provide the Endowment with reasonable access to the Grantee's books and records for the purpose of making such financial audits, verifications, and inquiries as the Endowment deems necessary, in its sole discretion, to confirm that Grant has been used for the proper purposes.

6. Return of Unspent Funds. The Grantee will return any remaining unexpended Grant Funds at the end of the Grant Term to The Endowment. The Grantee may seek The Endowment's written permission to apply any remaining funds to another acceptable use consistent with the provisions of this Agreement, which The Endowment may approve or decline in its sole discretion.
7. Material Changes. The Grantee shall be required to notify the Endowment immediately upon any change in (a) the Grantee's tax-exempt status or tax classification, (b) the

Grantee's executive or key staff responsible for achieving the Grant purposes (including the Designated Representative), and (c) the Grantee's ability to expend the Grant Funds for the intended purpose.

8. Publicity.

- a. The Grantee shall acknowledge the Endowment's funding by announcing the Grant via press release and/or the Grantee's social media or other public channels (see the Endowment's Media Kit for model language) and by including the Endowment's name and logo as a funder on the Grantee's website with a link to the Endowment's website. The Grantee shall provide a copy of such materials to the Endowment when it is sent to the media. The Grantee shall also acknowledge funding by the Endowment in an appropriate manner in publications, presentations, recordings, and other media informing the public about the Grant; in newsletters, brochures, annual reports, and donor participation lists; and at activities, events, and properties of the Grantee. At activities or events funded in whole or in part by the Endowment, and on or in any property or addition to property funded in whole or in part by the Endowment, unless waived in writing by the CEO of the Endowment, the Grantee may or as practicable shall display appropriate signage to be provided or paid for by the Endowment acknowledging the Endowment's funding. For purposes of complying with this paragraph, the Endowment authorizes the use of the Endowment's name, logo, website links, or trademarks by the Grantee. For assistance with publicity, please contact the Endowment at information@theendowment.org.
- b. The Endowment shall be entitled to include information about the Grant and the Grantee in the Endowment's publications, including but not limited to: periodic public reports, newsletters, news releases, social media postings, and on the Endowment's website. Such information may include, but is not limited to, the amount and purpose of the Grant, any photographs provided by the Grantee, the Grantee's logo or trademark, and other information and materials about the Grantee and its activities. For purposes of complying with this paragraph, the Grantee authorizes the use of the Grantee's name, logo, website links, or trademarks by the Endowment.

9. Earmarking. Grantee acknowledges that the Endowment has not earmarked Grant Funds for any subgrantee, borrower, or contractor of the Grantee, and no agreement otherwise exists that permits the Endowment to cause the selection of any such subgrantee, borrower, or contractor. The Grantee shall exercise exclusive control over any such selection process and shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor, subject to the terms of this Agreement.

10. Termination. The Endowment may, in its sole discretion, terminate the Grant and this Agreement upon a "Default", which shall be defined as:

- a. Any modification or revocation of the Grantee's tax-exempt status or any modification of the Grantee's tax classification;
- b. A breach by the Grantee of any term of this Agreement;
- c. Any change in circumstances regarding the Grantee that the Endowment determines, in its sole discretion, is likely to have a material adverse effect upon

the Grantee's ability to accomplish fully the purposes of the Grant (e.g., loss of collateral funding, loss of key personnel, etc.); or

- d. Any objectionable conduct by the Grantee that may adversely affect the Endowment, in the Endowment's sole discretion.

The Endowment shall determine, in its sole discretion, whether a Default has occurred and give written notice of Default to the Grantee. The Grantee must cure any Default within thirty (30) days of such Default, to the satisfaction of the Endowment, provided, however, that the Grantee shall not be entitled to cure a Default, in the Endowment's sole discretion, if the Default is one of a series of Defaults (whether similar or not) that the Endowment determines, in its sole discretion, illustrates the Grantee's unfitness to continue to carry out the Grant's purpose.

A Default caused by the Grantee's misuse of any portion of the Grant Funds is cured when the Grantee (i) returns such portion of the Grant Funds to the Endowment or otherwise restores, redirects and/or rededicates the same amount of funds to furthering the Grant's purpose and (ii) provides assurances to the Endowment that future diversions will not occur and that the Grantee will take whatever precautions as may be necessary to prevent further diversions from occurring. The Endowment, in its sole discretion, shall determine whether a particular Default has been cured and may require evidence of, or documentation proving, such cure.

If a Default is not cured within thirty (30) days of the date of the Default, the Grantee shall return all unspent Grant Funds to the Endowment and shall, at the Endowment's direction, refund to the Endowment any portion or all of the Grant Funds previously spent. The Grantee shall be liable for attorneys' fees and other costs incurred by the Endowment in recovering the Grant Funds. The Endowment shall have any remedy available at law or equity, including but not limited to injunctive relief.

11. Indemnification. The Grantee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, 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 the Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant Funds, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Endowment, its officers, directors, employees, or agents.
12. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations.
13. Governing Law, Jurisdiction; Disputes. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina without regard to principles of conflict of laws. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in New Hanover County, North Carolina, and irrevocably agrees that all actions or proceedings relating to this Agreement shall be litigated in such courts. Each Party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

14. No Waiver. No delay or omission by a Party in exercising any right or remedy shall impair that right or remedy or be construed to be a waiver of it. Any consent or waiver by a Party of any of its rights or remedies or of any breach shall not be construed to be a consent or waiver of any other right or power or any succeeding breach.
15. Assignment. The Grantee shall not transfer or assign to any other entity any of the Grantee's rights or obligations under this Grant Agreement without the prior written consent of the Endowment.
16. Independent Entity. The Grantee is a legal entity independent from the Endowment, is not an agent of the Endowment and is not authorized to bind the Endowment to any agreement, including, but not limited to, payment for goods or services.
17. Severability. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.
18. Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive, including, without limitation, Sections 7, 11, 12, 14 and 18 through 22 inclusive.
19. Integration; Entire Agreement; Amendments. This Agreement (including the Plan of Accountability) contain the Parties' entire agreement regarding the Grant and this Agreement supersedes any prior agreement of the Parties with respect to same, including, but not limited to, any information set forth in the Grantee's application for the Grant. Any amendment to this Agreement must be in writing and signed by the Parties.
20. No Third-Party Beneficiaries. The terms of this Agreement exist only for the benefit of the Parties. No other person or entity will be deemed to be a third-party beneficiary of this Agreement.
21. Notice. Any notice under this Agreement must be in writing and shall be deemed delivered and effective: (a) five (5) business days after being mailed by certified mail, (b) one (1) business day after delivery by one-day courier, or (c) one (1) business day after delivery via email transmission, assuming no failure to send notice is generated. The address for purposes of this provision shall be as set forth on the signature page below, or at such other address as may be provided by either Party to the other, in writing, from time to time
22. Authority. This Agreement has been duly authorized, executed and delivered by the Parties.
23. Captions. The captions of the Sections in this Agreement are for the convenience of the Parties and are not to be used to interpret this Agreement or any part thereof.
24. Signatures. The captions of the Sections in this Agreement are for the convenience of the Parties and are not to be used to interpret this Agreement or any part thereof.

IN WITNESS WHEREOF, the parties have caused this Grantee Agreement to be duly executed and delivered as of the Effective Date.

{{ Entity Name }}

**New Hanover Community Endowment,
Inc.**

Name: {{ Signatory Name }}

Title:

Date:

Name: Sophie Dagenais

Title: President and CEO

Date:

For Notice Purposes:

For Notice Purposes:

{{ Headquarter Address 1 }}

{{ Headquarter Address 2 }}

{{ Headquarter City }}, {{ Headquarter State

}} {{ Headquarter Zipcode }}

Attn: {{ Signatory Name }}

Email: {{ Signatory Email }}

115 N 3rd Street,

Suite 400

Wilmington, NC

28401

Attn: Sophie Dagenais

Email: grants@theendowment.org

Plan of Accountability

Grantee:

{{ Entity Name }}

Designated Representative:

{{ Signatory Name }}

Grant Purpose and Description of Project:

{{ IRS 990 Grant Purpose }}

Total Grant Fund Amount:

{{ Amount Awarded }}

Grant Term:

The term of the Grant is beginning on {{ Grant Start Date }} and ending on {{ Grant End Date }}.

Year 1: {{ Year 1 Amount }}

Year 2: {{ Year 2 Amount }}

Year 3: {{ Year 3 Amount }}

Grant Budget

	Year 1	Year 2	Year 3
Personnel	{{ Personnel: Year 1 Final Budget Amount }}	{{ Personnel: Year 2 Final Budget Amount }}	{{ Personnel: Year 3 Final Budget Amount }}
Operating	{{ Operating: Year 1 Final Budget Amount }}	{{ Grantee Operating: Year 2 Final Budget Amount }}	{{ Operating: Year 3 Final Budget Amount }}
Program Expenses	{{ Program Expenses: Year 1 Final Budget Amount }}	{{ Program Expenses: Year 2 Final Budget Amount }}	{{ Program Expenses: Year 3 Final Budget Amount }}
Professional Development	{{ Professional Development: Year 1 Final Budget Amount }}	{{ Professional Development: Year 2 Final Budget Amount }}	{{ Professional Development: Year 3 Final Budget Amount }}

Capital	{{ Capital: Year 1 Final Budget Amount }}	{{ Capital: Year 2 Fi- nal Budget Amount }}	{{ Capital: Year 3 Final Budget Amount }}
Professional Development	{{ Professional De- velopment: Year 1 Final Budget Amount }}	{{ Professional De- velopment: Year 2 Final Budget Amount }}	{{ Professional Development: Year 3 Final Budget Amount }}
TOTAL	{{ Year 1 Final Budget Total }}	{{ Year 2 Final Budget Total }}	{{ Year 3 Final Budget Total }}

Grant Fund Transfer Method:

Grant Funds will be transferred from the Endowment to the Grantee via direct deposit. The Grantee shall only make any permitted transfers of Grant Funds using reliable banking systems or other regulated financial channels. Any changes in the Grantee's account information that may impact the transfer of Grant Funds must be shared with the Endowment promptly and is the responsibility of the Grantee to communicate.

Payment Schedule:

Scheduled Date(s) of Transfer:	Amount of Transfer:
By {{ Payment 1 Due Date }}	{{ Payment 1 Amount }}
By {{ Payment 2 Due Date }}	{{ Payment 2 Amount }}
By {{ Payment 3 Due Date }}	{{ Payment 3 Amount }}
By {{ Payment 4 Due Date }}	{{ Payment 4 Amount }}
By {{ Payment 5 Due Date }}	{{ Payment 5 Amount }}
By {{ Payment 6 Due Date }}	{{ Payment 6 Amount }}
By {{ Payment 7 Due Date }}	{{ Payment 7 Amount }}
By {{ Payment 8 Due Date }}	{{ Payment 8 Amount }}
By {{ Payment 9 Due Date }}	{{ Payment 9 Amount }}
By {{ Payment 10 Due Date }}	{{ Payment 10 Amount }}

In addition to the provisions of the Grant Agreement (e.g. sections 4 and 11), the Endowment reserves the right to discontinue or modify any future payments above if the Grantee fails to submit the progress reports required below.

Goals and Reporting Requirements:

1. {{ Grantee Goal 1 }} 2. {{ Grantee Goal 2 }} 3. {{ Grantee Goal 3 }} 4. {{ Grantee Goal 4 }} 5. {{ Grantee Goal 5 }} 6. {{ Grantee Goal 6 }} 7. {{ Grantee Goal 7 }} 8. {{ Grantee Goal 8 }}
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9. {{ Grantee Goal 9 }} 10. {{ Grantee Goal 10 }}
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Reporting Timeline:

The Grantee, via the Designated Representative, shall deliver progress reports against the goals, and meeting the reporting requirements, set forth above to the Endowment by each of the following dates:

- {{ Interim Report 1 Due Date }}
- {{ Interim Report 2 Due Date }}
- {{ Interim Report 3 Due Date }}
- {{ Interim Report 4 Due Date }}
- {{ Interim Report 5 Due Date }}
- {{ Interim Report 6 Due Date }}
- {{ Interim Report 7 Due Date }}
- {{ Interim Report 8 Due Date }}
- {{ Interim Report 9 Due Date }}
- {{ Interim Report 10 Due Date }}

The Grantee, via the Designated Representative, shall deliver a final report to the Endowment no later than {{ Final Report Due Date }}.

Reports shall include the following, in addition to the reporting requirements above:

1. A description of any unanticipated outcomes related to the Grant; and
2. A full financial accounting of the expenditure of Grant Funds to date.

All reports must be submitted through the Endowment's Grants Management System and will be kept on file by the Endowment in accordance with the Endowment's record retention policy. Grantees will be notified of receipt of all submitted reports through the Grants Management System. Reports must be signed by the Designated Representative under penalty of perjury and any misuse of Grant Funds by any person, or the failure of the Grantee to provide a full financial accounting within six (6) months after the end of the calendar year in which the Grant Funds were received by the Grantee may result in both civil and criminal penalties.

Failure to submit a report may also result in the Grantee's ineligibility to receive future grants from the Endowment.

Extensions:

No Grant Funds will be transferred from the Endowment to the Grantee following the end of the Grant Term unless otherwise indicated with the Endowment's prior written approval and an affirmative vote by the Board of Directors. Approval of any request related to the extension of the Grant Term is subject to the Endowment's sole discretion.

Additional Considerations (if applicable):

No grant funds will be disbursed without a signed grant agreement.

Other Terms and Conditions:

Funding from Other Sources: If the Grantee secures additional funding to advance the Grant's purpose, the Grantee shall, as soon as practicable, inform the Endowment and as necessary or applicable request an amendment to the Grant for a change in scope or the use of the Endowment's Grant Funds.

Procurement: All goods or services acquired using Grant Funds must be reasonably necessary to implement the Project. All procurement transactions involving the use of Grant Funds shall be conducted to provide, to the extent possible and reasonable, fair, public and open competition among suppliers. Newspaper or social media advertising giving reasonable notice of the procurement shall be evidence that the process was fair, public and open. The Endowment encourages reasonable efforts to procure goods and services from local businesses in New Hanover County, small businesses, minority-owned firms, veteran-owned firms, and women's business enterprises. Where possible and reasonable, the Grantee shall seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. When evaluating bids received, the Grantee is not expected to take the lowest price if other factors are reasonably important to the Grantee. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section.

Conflict of interest: In connection with the Project, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest.

Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, disability, or any other legally protected status, in connection with the Project.

This Plan of Accountability is hereby accepted, agreed to, and executed by, the Designated Representative, who shall be responsible for the use of the Grant Funds and for accounting for the Grant Funds on behalf of the Grantee:

Designated Representative:

Name: {{ Signatory Name }}

Title: {{ Signatory Title }}

Date: