

GRANT AGREEMENT

This Grant Agreement (this “Agreement”) is made this ____ day of **INSERT MONTH AND YEAR** by and between Community Foundation of New Jersey (“CFNJ”), a non-profit corporation, having an address at 35 Knox Hill Road, Morristown, New Jersey 07960 on behalf and at the direction of Impact 100 Garden State (“Impact”), a fund separately accounted for at CFNJ, and **ORGANIZATION NAME**, a non-profit corporation (“Grantee”), having an address at **ORGANIZATION ADDRESS**.

WITNESSETH

WHEREAS, Impact has awarded a grant to Grantee, **ORGANIZATION NAME**, for its **INSERT NAME OF PROGRAM** pursuant to Grantee’s grant application dated **INSERT APPLICATION DATE** (“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 Grant Funds

1.1 Grant Amount – CFNJ will provide Grantee with a grant in the amount of **INSERT GRANT AMOUNT** (“Grant Funds”) pursuant to the attached Grant Application dated **INSERT APPLICATION DATE** and attached hereto as Exhibit 1 and the final budget submitted and attached hereto as Exhibit 2 by Grantee to be used for the purposes described in Paragraph 1.2 herein. 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 in furtherance of the purposes of the grant.

1.2 Grant Purposes – Grantee shall use all Grant Funds only for the purposes (“Grant Project”) described in the grant Application and approved by CFNJ/Impact attached hereto as Exhibit 1 and incorporated herein. Grantee must obtain written approval from CFNJ/Impact prior to using any portion of the Grant Funds for any purpose other than described in the Grant Application.

1.3 Budget – Grantee shall utilize the Grant Funds in accordance with the final budget attached hereto as Exhibit 2 and incorporated herein. Grantee represents that the final budget is substantially the same as the original budget submitted in the Grant Application as adjusted with agreement by Impact. No substantial changes in the budget may be made without prior written approval of Impact. A “substantial change” for purposes of this paragraph is a change that exceeds 30% of the amount specified in the budget line item or any change greater than \$5,000.

1.4 Grant Period – The grant period (“Grant Period”) shall be no greater than 36 months from the date of this Agreement. The specific Grant Period shall be as indicated in the attached Exhibit 2. Grantee shall complete the purposes of the grant by the end of the Grant Period unless Impact agrees in writing to an extension.

1.5 Grant Payment – Provided Grantee is in compliance with the terms of this Agreement, CFNJ at the direction of Impact will pay, via electronic transfer, the Grant Funds for the Grant Project in quarterly installments. Such payments shall be made no later than the last day of January, April, July and October unless otherwise specified in Exhibit 2. Installments shall be paid pursuant to the disbursement schedule in Exhibit 2. Payments will be contingent upon successful completion of the Measurable Outcomes included in Exhibit 2, receipt and approval of interim reports and receipt of request for payment as specified in 2.2. At the discretion of Impact, payments may be withheld in the event the Measurable Outcomes are not achieved or there are other delays in completing the purposes of the grant as described in Paragraph 1.2 herein and/or a breach of any of the terms of this Agreement by Grantee.

1.6 Prohibited Uses – No portion of the Grant Funds shall be used to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of any public election, to carry on a voter registration drive, to make a grant that does not comply with Section 4945(d)(3) or (4) of the Internal Revenue Code (the “Code”) regarding grants to individuals for travel, study, or similar purposes or grants requiring expenditure responsibility, or to finance any activity for any purpose other than charitable or educational purposes stated in Code Section 170(c)(2)(B).

2. Reporting and Record Keeping Requirements

2.1 Record Keeping – Grantee shall maintain financial and other records that specifically show the use of the Grant Funds exclusively for Grant Purposes. Grantee shall maintain such records for at least three (3) years after the end of the Grant Period. Impact shall have the right, upon reasonable notice, to conduct on-site visits

and to review 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 Funds.

2.2 Written Reports – The Grantee shall submit certain written reports concerning the manner in which the Grant Funds are expended and detailing the progress of the Grant Project. Grantee shall submit to Impact in writing the following reports:

- a) Interim Reports – Pursuant to Exhibit 2 and/or upon the request of Impact, Grantee shall submit full and complete quarterly (January 15, April 15, July 15 and October 15) reports regarding the use of the Grant Funds, the progress made toward achieving the purposes of the Grant Project and achievement of the Measureable Outcomes for the applicable quarter or other time period as specified in Exhibit 2. If the required reports are not received and/or approved by Impact, CFNJ at the direction of Impact, may withhold payment of further Grant Funds.
- b) Requests for Payment – Grantee shall submit to Impact requests for payment based on the disbursement schedule in Exhibit 2 at the same time as Interim Reports are submitted. If the disbursement schedule specifies payments other than quarterly then a request for payment shall be submitted at least two weeks before disbursement is expected.
- c) Support for Capital Expenditures – If the Budget includes capital expenditures, for each capital expenditure, or series of expenditures that comprise the approved capital expenditure, in excess of \$10,000, the Grantee shall furnish promptly to Impact a copy of the invoice, bill of sale or other documentation of the item(s) purchased and proof of payment by the Grantee.
- d) Final Report – At the end of the agreed upon Grant Period as specified in Exhibit 2, Grantee shall submit to Impact a final report detailing the use of the Grant Funds and describing the progress made toward the purposes of the Grant Project over the full course of the Grant Period.
- e) Follow-up Reports – For each of the two years following the Grant Period, Grantee shall file an annual report with Impact detailing the progress and sustainability of the Grant Project.
- f) Other Reports – In addition to the above reports, the Grantee shall comply with reasonable requests of CFNJ/Impact for other reports. The Grantee shall also make its personnel available at the reasonable request

of Impact to discuss expenditures, records and the progress of the Grant Project.

2.3 Notice Requirements – Grantee shall notify CFNJ/Impact immediately if there is a change in Grantee’s tax-exempt status or if the Grant Project is cancelled or delayed. Grantee will advise Impact immediately of any significant change in 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.

3. Return of Grant Funds to CFNJ

3.1 End of Grant Period – Grantee shall return to CFNJ all unexpended Grant Funds for the Grant Project, within sixty (60) days after the end of the Grant Period.

3.2 Failure to Comply with this Agreement – In the event CFNJ determines that Grantee has failed to comply with the terms of this Agreement or if Grantee’s tax-exempt status is revoked by the Internal Revenue Service (“Default”), Grantee, upon receipt of written notice from CFNJ of said Default, shall immediately return all unexpended Grant Funds paid to Grantee as of the date of the Default back to CFNJ and CFNJ may, among other legal remedies available, terminate this Agreement.

4. Miscellaneous

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

4.2 Communication – Both parties agree to publicize the grant in certain oral, written and digital communications.

- a) Grantee consents to the publication of the grant from CFNJ/Impact through various communication vehicles.
- b) Grantee shall acknowledge this Impact Grant in every appropriate public communication and shall prominently display the Impact logo at each applicable physical location and on each display, poster or other

promotion funded by the Grant. The Impact logo and Grant information shall be included prominently on the Grantee's website.

- c) Grantee consents to the use of their name, logo and trademark as a grant recipient on the Impact website and at public information meetings.
- d) On occasion, recipients shall make reasonable efforts to attend Impact 100 events if resources allow and to prepare a poster board for use at such events highlighting the Grantee organization and the Grant Project.

4.3 Confidentiality – Grantee agrees to treat the Impact 100 membership roster as confidential and not to disclose such information. Grantee also agrees not to use such information for solicitation purposes.

4.4 Amendment – This Agreement may not be modified or amended except by a written instrument signed by both parties to this Agreement.

4.5 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.

4.6 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.

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

4.8 Solicitation Waiting Period – Grantee shall not be permitted to apply to Impact for additional funding for at least two years after the end of the Grant Period.

4.9 Execution of Agreement – Grantee agrees to execute and return this Agreement to CFNJ within 10 business days from the date of this Agreement.

4.10 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.

4.11 Communication – All notices required or permitted hereunder shall be in writing and sent certified mail postage prepaid to the following address:

If to CFNJ:
Community Foundation of New Jersey
35 Knox Hill Road
Morristown, NJ 07960

With a copy to:
Impact 100 Garden State
P.O. Box 2114
Morristown, NJ 07962-2114

If to Grantee:
ORGANIZATION NAME
ADDRESS

Any such notice will be effective upon receipt. Any party may change its address by written notice to the other party and upon request, communications may be sent by Grantee to an email address to be determined.

4.12 Severability – If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

4.13 Waiver and Consent – Any failure by any party hereto to enforce at any time any term or condition under this Agreement shall not be construed as a waiver of this party's right thereafter to enforce each and every term and condition of this Agreement. No consent or waiver, express or implied, by any party to or of any breach or default by any other party of any or all of its obligations under this Agreement will be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section. The waiver by either party of any performance or default by the other party, or of any of either party's rights hereunder, shall not be, and shall not be deemed to be a waiver of any subsequent obligation of performance, default or right of the same or similar kind.

4.14 Indemnification – Grantee agrees to indemnify and hold CFNJ harmless from and against claims, damages, losses and expenses (including, but not limited to reasonable attorneys’ 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 CFNJ 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 or subcontractors, or c) Grantee’s breach of this Agreement.

4.15 Insurance – During the Grant Period, or any extension thereof in accordance with Paragraph 1.4 herein, the Grantee shall maintain the following types of insurance and comply with the following requirements:

- a) General Requirements – Grantee shall maintain the types of insurance specified below and shall attach as Exhibit 3 to this Agreement a Certificate of Insurance evidencing all the required insurance coverage. Grantee shall add Impact and CFNJ as additional insureds under the policies and shall ensure that all policies provide that Impact be given prompt notice of coverage changes or policy cancellation prior to its expiration date. All insurance shall be written with financially sound admitted companies authorized to do business in New Jersey and having an A.M. Best rating of A- or higher.
- i. Grantee shall carry the following commercial general liability insurance: \$1,000,000 per occurrence limits and \$2,000,000 aggregate, covering bodily injury and property damage, products and completed operations, personal and advertising injury and contractual liability and independent contractors’ coverage. The contractual liability coverage shall be sufficiently broad so as to include the insurable liability assumed by the Grantee under Paragraph 4.14 herein.
 - ii. Grantee shall carry automobile liability insurance to cover all owned, hired and non-owned motor vehicles. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - iii. Grantee shall carry workers’ compensation insurance as required under the workers’ compensation laws of New Jersey.

4.16 Exclusion of Consequential Damages – In no event shall either party be liable to the other party hereto for special, indirect, incidental or consequential damages,

including commercial loss, loss of use or lost profits, even if that party has been advised of the possibility of such damages.

4.17 Jurisdiction and Governing Law – This agreement is and will be deemed to have been made in the State of New Jersey and for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in that State, and the rights and remedies of the Parties will be determined in accordance with those domestic laws. Each party consents to the jurisdiction of any federal or state court located within the County of Morris, State of New Jersey, U.S.A. with respect to any legal proceedings arising out of this Agreement and agrees that the mailing to either party’s last known address by registered mail of any process shall constitute lawful and valid service of process in any such proceeding, suit, or controversy.

4.18 Compliance and Non-Discrimination - Grantee shall comply with all applicable federal, state and local laws relating to its activities under this Agreement. Grantee shall not in any way discriminate against a member of a class protected by federal state or local law.

4.19 Binding Upon Successors – This Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors, and permitted assigns of the parties.

4.20 Attorney Fees and Cost; Counsel – The prevailing party in disputes concerning this Agreement shall be entitled to the costs of collections and enforcement, including but not limited to reasonable attorney fees, court costs, and all necessary expenses, regardless of whether litigation is commenced. Each party has been represented by independent counsel and advisors in entering into this Agreement.

4.21 Exhibits – Exhibits are incorporated fully into and made a part of this Agreement. In the event that any part of any Exhibit has been modified by, or is in conflict with the body of this Agreement, the language of the Agreement body shall prevail.

4.22 Relationship to Parties – The Parties agree that there is no legal relationship created by this Agreement between the Parties. Each party is an independent contractor and nothing in this Agreement will be deemed to create an agency, partnership, franchise, or joint venture relationship. Neither party, its officers, directors, agents, nor employees will have any right or authority to make any warranties or representations on behalf of the other party or to act for, bind, or otherwise assume or create any obligations on behalf of the other party.

4.23 Force Majeure – No party will be liable for its failure to perform any of its obligations under this Agreement as a result of Acts of God (including all natural disasters), strikes, lockouts, civil disturbances, government or court ordered interruptions or delays, acts of war and riots, provided that either party to this Agreement may elect to terminate the same upon three (3) months written notice to the other if force majeure cannot or is not remedied within three (3) months of its occurrence.

4.24 Intellectual Property– Neither party shall use the other party’s name, logo, trademark, or any other intellectual property without the prior agreement to such specific use and except as noted in Paragraphs 4.2 (b) and 4.2 (c) of this Agreement. Each party agrees to indemnify and hold harmless the other party for any losses, damages, or costs due to a breach of this paragraph.

4.25 Approval – Each party represents and warrants to the other that it has the right and authority to enter into and fully perform the obligations it has undertaken in this Agreement. Each party warrants and represents that the individuals executing this Agreement are duly authorized and empowered to bind that party. This Agreement becomes effective and binding only when signed by a duly authorized agent of each party.

5. Exhibits

The required Exhibits that will be regarded as part of this Agreement and which are referred to herein are as follows:

Exhibit 1 –Application received by Impact 100 Garden State on **INSERT DATE** including sections marked application and narrative.

Exhibit 2 – Final budget for project, quarterly budget and measurable outcomes for the duration of the Grant Period, disbursement schedule, date for anticipated completion of spending.

Exhibit 3 – Certificate of Insurance

Exhibit 4 - Organizational Documents:

1. By Laws
2. Certifications Re: 501(c)(3) status, including IRS letter of acknowledgment and State of New Jersey acknowledgment.

3. Financial Statements, including:
 - a. Last two fiscal years audited/reviewed financial statements
 - b. Current fiscal year-to-date financials
 - c. Current fiscal-year budget for the organization as a whole

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

Community Foundation of New Jersey

ORGANIZATION NAME

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Initials _____/_____