



Friends of Gwinnett Seniors

Grant Agreement

The Parties to this agreement are _____ (henceforth “the Grantee”) and the Friends of Gwinnett Seniors (henceforth known as “**Friends**”).

Overview

Date of Agreement: _____

Grantee Name: _____

Program Name: _____

Purpose of Grant: **Friends** agrees to provide the grantee with \$_____ in support of the program outlined and agreed to in Attachment A (Application/Grant proposal) to strengthen services to seniors in Gwinnett County so they may experience a healthy, safe, and fulfilling life in the home setting of their choice.

Total Amount of Grant: \$_____

Award Date: _____

Grant Period: The effective grant period is _____ to _____ unless otherwise stipulated in writing.

Payment Schedule: **Friends** will make a one-time payment, on receipt of invoice, when this Agreement is signed by both parties.

The grant is awarded subject to the following terms and conditions:

Stipulations

1. Grantee confirms that it is an individual/family/organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a _____ under sections _____ of the Internal Revenue Code (the “Code”), and Grantee will inform **Friends** immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
2. This grant must be used for the program identified above, as described in the Grantee’s proposal and related correspondence, and may not be expended for any other purposes without **Friends**’ prior written approval. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and the expenditure of grant funds. **Friends** may request that the Grantee return any grant unexpended grant funds remaining at the end of the grant period.

3. The Grantee agrees to keep comprehensive and accurate financial records that conform to basic accounting and financial reporting requirements and to have these records audited annually by an independent auditing firm. Grantee will provide **Friends** Audited Financial Statements at the end of Grantee's fiscal year.

4. Grantee will provide promptly such additional information, reports and documents as **Friends** may request, and will allow **Friends** and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by **Friends**.

5. The Grantee is required to report on the activities of the funded program(s), success of the program, demographics of participants and use of funds. The Grantee will submit a FINAL report summarizing Outcome Measurements of the program during the identified period of the Grant by the 13th month after receipt of funds, or before, if the program has been completed.

6. The Grantee understands that **Friends** reserves proprietary rights to the name, materials, and any products of this grant and they may be used in advertisement and publication as Friends deems appropriate.

7. **Friends** reserves the right to withhold the distribution of funds due to (1) programmatic or financial impropriety or (2) failure to comply with the terms of this agreement until the issue(s) is resolved to the satisfaction of **Friends** or (3) to comply with any law or regulation applicable to the Grantee, to **Friends**, or this grant.

8. Grantee agrees to indemnify, defend, and hold harmless **Friends**, its staff, director, etc. from and against any and all claims, liens, demands, damages, liability, actions, cause of action, losses, judgments, costs, and expenses of every nature (including investigation costs, settlement costs, and attorneys' fees, and expenses incident thereto) sustained by or asserted against **Friends** arising out of, resulting from, or attributable to the negligence, error, or omission on the part of the Grantee, provided the Grantee shall not be liable hereunder to indemnify **Friends** against liability for damages arising out of bodily injury to persons or damage to property covered by or resulting from the sole negligence or willful misconduct of **Friends** or its employees.

9. The Grantee agrees that its employees and/or subcontractors **shall not** (during the term of this

Agreement or thereafter), disclose, make commercial or other use of, give, or sell to any person, firm or corporation, any proprietary and confidential information which is marked confidential received directly or indirectly from **Friends** or acquired or developed during the Grant Agreement.

10. Either party may terminate the Grant Agreement by providing 10 days written notice of their intent and rationale for doing so to the other party. Unexpended funds must be promptly returned if:

- a) **Friends** determines that the Grantee has not performed in accordance with the agreement or satisfied the specific contingencies of the approved program.
- b) Grantee is non-compliant with Federal, State and Local laws and regulations.
- c) Grantee ceases program operations or the Grantee closes.

11. All attachments to the Grant agreement are hereby incorporated as part of the Agreement.

- Attachment A – Application/Proposal
- Attachment B - Budget
- Attachment C – Invoice/Estimate (where applicable)

Signing this Agreement indicates acknowledgement and acceptance of the terms outlined above and in all attachments. Agreement will not be valid without all three signatures and dates below.

Authorized Signature for Grantee

Date

Authorized Signature for **Friends**

Date

Returned Signed Agreement Received & Reviewed by:

Friends Representative

Date