

## Allegany Franciscan Ministries

### SAMPLE GRANT AGREEMENT

**This draft document is provided as a service to grantseekers. It includes the items Allegany Franciscan Ministries expects to include in its Grant Agreement. Allegany Franciscan Ministries may modify this preliminary document at any time prior to entering into an agreement with a grantee organization. A form of this grant agreement is used for all types of grants.**

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This document, all the conditions and terms herein, and any attachments in the Allegany Franciscan Ministries online grants management system will once countersigned by you, serve as your consent to accept the funds and implement the approved program in accord with this grant agreement.

The grant agreement should be completed and signed by the Organization's chief executive officer or an authorized officer of the Organization. This is an electronic grant agreement that can be completed and signed through the Allegany Franciscan Ministries online grants management system. If you would like to print a copy for your records, please use the *follow up packet* button in the right corner after you have saved and/or submitted the grant agreement.

In this document, the term "Organization" shall be understood to mean the organization receiving the grant.

#### **I. Purpose of Grant and General Information.**

- A. The grant will be used exclusively for the purposes specified in the Organization's grant application and any related amendment documents as may be approved in writing by the parties. The Organization will directly administer the program specified.
- B. The grant awarded by this grant agreement is made with the understanding that Allegany Franciscan Ministries has no obligation, now or in the future, to provide financial or other support to the Organization.
- C. The grant is made, and must be used, in accordance with all applicable laws, regulations and rulings, and the terms of this grant agreement.
- D. In order to receive funds from Allegany Franciscan Ministries, the Organization must have received, and hereby represents and warrants that it has received, a ruling from the Internal Revenue Service confirming that the Organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. In the event there is any change in the organization's tax exempt status, the organization will immediately notify Allegany Franciscan Ministries in writing.
- E. The Organization must request approval in writing for any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable or budget submitted by the Organization. Budget variances of up to 10% are acceptable without requiring modification to the budget submitted by the Organization. For larger budget

variances, a written request for modification must be submitted. Approval, if given, will be indicated in writing by Allegany Franciscan Ministries. The Organization will notify Allegany Franciscan Ministries in writing if there is a change in key personnel essential to the ongoing administration of the Organization or programs funded by the grant. If there is any question as to the significance of a particular change, addition or deletion, contact Allegany Franciscan Ministries.

- F. In the event that any uncertainty develops as to the Organization's ability to fully implement any aspect of the program covered by the grant, either due to a lack of financial resources or otherwise, the Organization will promptly notify Allegany Franciscan Ministries.
- G. The Organization represents and warrants that it is in compliance with, and shall at all times from its date of application through the expiration of the grant period remain in compliance with the regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of Treasury and applicable anti-terrorist financing and asset control laws, rules, regulations and executive orders, including, but not limited to, Executive Order No. 13224 and the USA Patriot Act of 2001. Organization shall ensure that grant funds will not be used for any purpose prohibited by such laws, rules, regulations and executive orders. Organization shall notify Allegany Franciscan Ministries immediately in the event of any non-compliance with, or prohibited use under, such laws, regulations, rules and executive orders.

## **II. Accounting and Audit.**

- A. The Organization will maintain a separate line item for the grant on its books for accounting purposes. All expenditures must adhere to the specific line items in the approved program budget or in subsequent approved amendments. Expenses charged against this grant may not be incurred either prior to the date of this grant agreement or subsequent to the expiration or termination date of the grant and may be incurred only as necessary to carry out the purposes and activities of the approved program as set forth in this grant agreement and the grant application.
- B. The Organization will retain all records, receipts, invoices and canceled checks for a period of four (4) years following the completion of the grant. The Organization will make its books and records available to Allegany Franciscan Ministries and its designated agents upon request, both during the period of Allegany Franciscan Ministries funding of the grant and at all times thereafter.
- C. This requirement applies only to organizations with a \$1 million budget or higher: The Organization shall arrange for an annual independent audit of its financial statement. The organization agrees that it will provide a copy of the independent audit of its financial statement to Allegany Franciscan Ministries no later than one month after the Organization has received and completed the independent audited financial statement.

### **III. Payments and Reports.**

- A. Allegany Franciscan Ministries will make payments in one or multiple installments, according to a timeframe agreed upon with the Organization. When multiple payments are planned, a progress report is required prior to the release of subsequent payments. Reporting and payment schedule information can be found in the Grant Reporting and Payment Schedule document which is a separate merged document in Allegany Franciscan Ministries' online grants management system. Payment will be issued within 30 days of the time a progress report is received and approved.
- B. The Organization will provide a report to Allegany Franciscan Ministries by the dates set in the final Grant Reporting and Payment Schedule document. Reports will be submitted online and include a summary, as well as program and financial updates.
- C. (a) Agreements with multiple payment installments are based on a predetermined schedule negotiated between Allegany Franciscan Ministries and the Organization. Prior to subsequent payments being released, the Organization must expend 80% of its previous payments.  
  
(b) Progress reports, which include both a Project and Financial Report, must be submitted according to the schedule set in the Organization's Grant Reporting and Payment Schedule. If, at the time a progress report is due, the Organization reports that it has spent at least 80% of the payments made, Allegany Franciscan Ministries will release the next payment. If the Organization has not spent 80% of the payments made, the Organization must notify the appropriate staff person with an explanation within 30 days of the report due date and submit the completed report indicating the progress made. If it is anticipated that the money will be spent within 30 days, the Organization will be asked to update and resubmit the Financial Report Form. For requests longer than 30 days, a separate written request for an extension and an additional report will be required.  
  
(c) Allegany Franciscan Ministries will reimburse expenses incurred for the program prior to the organization receiving the grant check, as long as the expenditures are made within the agreement period.
- D. The "program report" section of the progress report will include information about demonstrated progress towards outcomes described in the Success Measures Form and agreed upon by representatives of Allegany Franciscan Ministries and the Organization. The program updates will also summarize challenges, obstacles and lessons learned in the implementation of the grant.
- E. Allegany Franciscan Ministries may, at its own expense, monitor and conduct evaluations of the program funded by the grant and its continued feasibility in addition to reviewing the reports. Allegany Franciscan Ministries' staff or designated volunteer may conduct onsite visits during the grant period. Allegany Franciscan Ministries will consider a mid-grant meeting with the Organization to review progress and, as necessary, revise/re-set outcomes and budget. Allegany Franciscan Ministries may request a meeting during the grant period or upon grant completion to review and share progress and challenges, lessons learned, and any other observations or recommendations regarding the grant or the program funded by the grant.

#### **IV. Copyright and Acknowledgement.**

- A. Allegany Franciscan Ministries hereby grants to the Organization all such copyright interests. The Organization grants Allegany Franciscan Ministries a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce, publish, alter or otherwise use any and all such materials, including any and all data collected in connection with the grant in any and all forms the data are fixed.
- B. Allegany Franciscan Ministries retains the right to publicize the grant and report on the grant's outcomes, as it deems appropriate. Allegany Franciscan Ministries will consult with the Organization prior to major announcements. In any acknowledgement or recognition of the grant, and in any publication or press releases, the Organization will refer to Allegany Franciscan Ministries as "Allegany Franciscan Ministries". The Organization will provide copies of all proposed printed materials, newspaper articles and other publicity to Allegany Franciscan Ministries. For use of logo for publications or other recognition, the Organization must contact Allegany Franciscan Ministries to request electronic copies of Allegany Franciscan Ministries' landmark and/or the Common Good Initiative logo.
- C. Allegany Franciscan Ministries desires that all resources of the Organization be dedicated to accomplishing its charitable purposes. Accordingly, Allegany Franciscan Ministries requests that the Organization not recognize Allegany Franciscan Ministries, its board members, grants committee members or staff with certificates, plaques or similar mementos. Allegany Franciscan Ministries welcomes learning about the funded work through photographs, lessons learned, or stories of success from those the grant has served in the community.

#### **V. Equipment.**

Equipment purchased with grant funds shall be the property of the Organization so long as the equipment is not diverted from the purposes for which the grant is made during the grant period. If the purposes are changed or if the Organization ceases to operate the program for which the grant was made, ownership of the equipment may, at Allegany Franciscan Ministries' option, be transferred from the Organization to Allegany Franciscan Ministries or Allegany Franciscan Ministries' designee.

#### **VI. Termination of Grant and Reversion of Grant Funds.**

- A. Allegany Franciscan Ministries retains the right to terminate the grant at any time for any reason and without further financial or other obligation of any kind whatsoever, regardless of funding status. While Allegany Franciscan Ministries need not have any specific reason to terminate the grant, the following may be among the considerations taken into account by Allegany Franciscan Ministries: the Organization's continued status as a recognized tax-exempt Organization under section 501(c)(3) of the Internal Revenue Code that is not a private foundation as defined in section 509(a) of the Internal Revenue Code; any determination made by Allegany Franciscan Ministries in its sole discretion that the Organization has made any misrepresentation or misappropriated grant funds, that the organization is incapable of carrying out the purposes of the grant or has ceased to be an

appropriate Organization to receive the grant, or that the Organization has failed to comply with any term or condition of the grant, including Organization's failure to comply with applicable laws, rules, regulations and executive orders; and any determination made by Allegheny Franciscan Ministries in its sole discretion as to availability of funds.

- B. The Organization acknowledges that Allegheny Franciscan Ministries shall retain the right to terminate the grant and cease funding at any time for any reason and the Organization hereby releases, discharges and waives any and all claims that the Organization may have now or in the future against Allegheny Franciscan Ministries or its agents, whether related to the grant, funding under this grant Agreement, or otherwise.
- C. Should termination of the grant occur for any reason, the Organization will, within thirty (30) days from the date of termination, provide Allegheny Franciscan Ministries with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant through the effective date of termination.
- D. The Organization will immediately repay any funds used for purposes other than those of the grant. Within thirty (30) days after the expiration of the grant period, the Organization will repay to Allegheny Franciscan Ministries any unused funds. In the event Allegheny Franciscan Ministries terminates the grant prior to its completion for any reason, the Organization will promptly repay to Allegheny Franciscan Ministries any unused funds or funds used for purposes other than those specified in the proposal.

**VII. Catholic Social Teaching**

The program funded with the grant will not operate contrary to official Church interpretations of the social and moral teachings of the Roman Catholic Church.

**VIII. Continuity of Operations Plan (COOP).**

The Organization will maintain an annually updated COOP plan identifying its preparation for and response to any natural or man-made disaster, including but not limited to, hurricanes. The plan will be made available to Allegheny Franciscan Ministries upon request.

**IX. Allegheny Franciscan Ministries Contact.**

All correspondence, reports and communication regarding this grant agreement and the grant should be directed to [staff name/contact info].

**X. Acceptance of Terms and Conditions.**

This grant is conditional upon the Organization's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, the Organization agrees to accept and comply with the stated terms and conditions of this grant.

Choices:

I Accept Grant Terms and Conditions

I Decline Grant Terms and Conditions

**XI. Electronic Signature.**

The electronic signature on this document of the person authorized to make legal contracts for the Organization will represent Organization's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement for the foregoing terms and conditions by typing your name, title, and date in the spaces below. You must be the chief executive of the Organization or an authorized officer of the Organization duly empowered to make legal contracts. By entering your signature and clicking "I Agree," you certify that you are an authorized representative of the Organization described herein and that you agree to the terms and conditions of this grant agreement.

Choices:

I Agree

I Disagree

Authorized Signature:

Title:

Date: