

**SAMPLE  
IMPACT100 PHILADELPHIA  
GRANT AGREEMENT**

This Grant Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_, 2009, by and between Impact100 Philadelphia, Inc., a Pennsylvania non-profit corporation ("Impact100"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Grantee").

WITNESSETH

WHEREAS, Impact100 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:

**I. Amount and Use of Grant Funds**

A. Grant Amount. Impact100 will provide Grantee with a grant in the amount of \$\_\_\_\_\_ to be used for the purposes described in the paragraph I(B) 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 and added to the balance of the account.

B. Grant Purposes. Grantee shall use all grant funds 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 Impact100 prior to using any portion of the grant funds for any purpose other than described in the Grant Application. The Grant Project's purposes are as follows:

- (1)
- (2)
- (3)

C. Budget. Grantee shall utilize the grant funds in accordance with the final budget attached hereto as Exhibit B and incorporated herein. Grantee represents that the final budget is substantially the same as the original budget submitted in the Grant Application. No substantial changes in the budget may be made without prior written approval of Impact100. A "substantial change" for purposes of this paragraph is a change that exceeds 30% of the amount specified in the budget line item or \$5,000, whichever is greater.

D. Grant Period. The grant period shall be for a term of \_\_\_\_\_month(s) ("Grant Period") but in no event greater than 15 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, Impact100 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 IA 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 funds 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. Impact100 shall have the right, upon reasonable notice, to conduct on-site visits during the Grant Period and at any time up to three (3) years after the end of the Grant Period to audit Grantee's records relating to the expenditure of the grant funds.

B. 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's purposes. Grantee shall submit to Impact100 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 funds, compliance with the terms of the grant and the progress made toward achieving the purposes of the Grant. Grantee shall use the interim report form found on Impact100's website at [www.impact100philly.org](http://www.impact100philly.org). If the interim reports are not received and/or approved by Impact100 on the dates specified herein, Impact100 may, in its sole discretion, withhold payment of further Grant funds until the outstanding report is received.

2. Final Report. On or before \_\_\_\_\_ (date), Grantee shall submit to Impact100 a final report detailing the use of the Grant funds and describing the progress made toward the purposes of the Grant. Grantee shall use the final report form found on Impact100's website at [www.impact100philly.org](http://www.impact100philly.org).

3. Other Reports. In addition to the above reports, the Grantee shall comply with reasonable requests of Impact100 for other reports. The Grantee shall also make its personnel available at the reasonable request of Impact100 to discuss expenditures, records and the progress of the Grant Project.

C. Notice Requirements. Grantee shall notify Impact100 immediately if there is a change in Grantee's tax-exempt status or if the Grant Project is cancelled or delayed. Grantee will advise Impact100 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.

### III. Return of Grant Funds to Impact100

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 with this Agreement. In the event Impact100 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 Impact100 of said Default, shall immediately return all unexpended Grant funds to Impact100 and Impact100 may terminate this Agreement.

### IV. Miscellaneous

A. Public Charity Status. Grantee represents to Impact100 that the receipt of the Grant funds will not cause Grantee to lose its status as a public charity described in the Internal Service 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 Communication. Both parties agree to announce the Grant in oral and written communications.

(1) Grantee consents to the announcement of the Grant by Impact100 through various communication vehicles.

(2) Grantee shall recognize the Grant in any public communications or other materials produced regarding the Grant and shall provide Impact100 with a copy of any such materials. Specifically, the Grantee shall provide oral or written acknowledgments in press releases, publications, films and audio and video recordings, and other public communications by including the following statement: *"Funding for this [program, project] was provided by Impact100 Philadelphia."*

(3) . Grantee shall include the following disclaimer in all publications, films, and audio and video recordings or announce such disclaimer at any public program funded by grant funds: *"The views expressed herein do not necessarily represent those of Impact100 Philadelphia."*

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

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 to be an 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 Impact100 for additional funding for at least 3 years after the end of the Grant Period.

H. Execution of Agreement. Grantee agrees to execute and return this Agreement to Impact100 within 7 business days from the date of this Agreement.

I. Laws of Governance. This Agreement is to be governed by and construed under the laws of the Commonwealth of Pennsylvania.

J. Insurance Coverage. 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 C and incorporated herein. Grantee shall notify Impact100 immediately of any change to such coverage.

IN WITNESS WHEREOF, Impact100 and Grantee have caused this Agreement to be executed, effective as of the day and year first written above.

**Impact100 Philadelphia, Inc.**

**Name of Grantee** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_