

Charitable Leadership Foundation

Grant Agreement

Charitable Leadership Foundation (“CLF”) is pleased to approve a grant to _____ (“XXX”) in the total amount of \$ _____, which is made under the terms and conditions set forth in this agreement. In accordance with the proposal and any relevant correspondence regarding the proposal (including the approved budget, all of which are incorporated by reference and made a part hereof) (collectively, the “Proposal”), XXX will use this grant in order to implement the following program:

_____.

As a condition of the grant, the parties agree as follows:

1. *Use of Funds.* The overall purpose of this grant is to address _____ CLF will fund the Program in order to determine its effectiveness towards this objective. XXX will use its best efforts to have all appropriate persons participate in and/or support the Program, as applicable and to the fullest extent possible. This will include taking such steps as are reasonable and necessary to maintain the integrity of the Program. Funds will be expended only in accordance with the Proposal. Any changes in the implementation of the Program will require the prior written approval of CLF.

Observation and inspection visits will be scheduled with the prior approval of XXX, which shall not be unreasonably withheld or delayed. XXX shall not be responsible for any expenses associated with such visits.

The grant shall be payable in _____ payments each in the amount of \$ _____, on the following dates: _____. All payments for the Program shall be expressly contingent on submission of approved reports, as well as continued compliance with the terms of this grant agreement, the Proposal and the approved budget and such compliance is a condition precedent to any payments under this grant agreement.

2. *Repayment of Unused or Improperly Used Funds.* XXX will repay any portion of the funds not used for the purposes identified in the Proposal and this agreement, including any unexpended funds.
3. *Principal Investigator.* The principal investigator for this grant is _____. The Principal Investigator shall direct the Program and control the manner of its performance. In the event that the Principal Investigator is no longer employed by XXX, or becomes unable or unwilling to complete the Program for any reason, XXX shall, within ten (10) days of the date of termination, notify CLF in writing of such event and propose a substitute Principal Investigator. CLF shall have the option of (i) accepting the substitute Principal Investigator; or (ii) terminating this agreement.
4. *Reports.* XXX will submit reports in accordance with the following: _____ Annual reports shall include financial reporting for the period covered, narrative description of grant activities and

detailed information on program objectives and milestones, consistent with the Proposal.

5. *Accounts and Recordkeeping.* XXX shall maintain books and records regarding the Program and the grant funds and make them available for inspection by CLF upon CLF's request, subject to any limitations imposed by applicable law. XXX shall maintain copies of any records and reports under the grant for a period of at least (4) years after the grant period ends.
5. *Warranties and Representations.* In order to induce CLF to make the grant, XXX represents and warrants to CLF that:
 - a. This grant agreement is the legal and binding obligation of XXX, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other applicable laws.
 - b. The Program and the use of funds will comply with the objectives set forth in the Proposal, as well as all applicable laws, rules and regulations to which the XXX is subject.
 - c. There is no fact known to XXX or its agents or employees which would materially affect CLF's decision to provide funding under this grant agreement which has not been disclosed to CLF.
 - d. XXX shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of XXX, and shall furnish CLF with evidence of compliance upon CLF's request. To the extent permitted by law, XXX hereby agrees to indemnify, defend and hold harmless CLF from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that CLF may incur as a result of any negligent or willful acts or omissions of XXX or any of its agents or employees.
6. *No Lobbying.* XXX agrees that no portion of the grants funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Proposal.
7. *CLF Compliance.* The foregoing conditions comply with CLF's obligations under applicable law to make reasonable efforts and establish adequate procedures to see that the funds are spent solely for the purposes for which they were provided, and to obtain full and complete records on how grant funds have been expended. Changes in applicable law, regulations or rules, may require CLF to request more detailed reports or additional measures and CLF will promptly inform you of any such changes.
8. *Miscellaneous.*
 - a. No failure to exercise, and no delay in exercising, on the part of CLF, any right under this grant agreement shall operate as a waiver thereof, nor shall any single

or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

- b. The grant agreement shall be construed in accordance with and governed by the laws of the State of New York.
- c. In the event that any provision or any part of a provision of the grant agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- d. This grant agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The grant agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. XXX acknowledges and represents that it completed and submitted to CLF the Proposal, and that all statements therein were true, accurate and complete, and remain true, accurate and complete, and that CLF has relied on such statements in deciding to enter into this grant agreement. The titles of any paragraph of this grant agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.
- e. No press releases or publicity will be issued/conducted regarding the Program without obtaining CLF's comments and prior written approval thereof.

In Witness Whereof, the parties have set their hands and seals as of the date(s) written below.

CHARITABLE LEADERSHIP FOUNDATION

Signature: _____ Date: _____
Name: Richard C. Liebich Title: Chief Executive Officer

XXX

Signature: _____ Date: _____
Name: _____ Title: _____