



## IMPACT 100 CHICAGO GRANT AGREEMENT

This Grant Agreement (this "Agreement") is made as of \_\_\_\_\_, 20\_\_ ("Agreement Date"), by and between Impact 100 Chicago NFP, an Illinois non-profit corporation ("Impact 100 Chicago"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Grantee").

WITNESSETH

WHEREAS, Impact 100 Chicago 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. Impact 100 Chicago will provide Grantee with a grant in the amount of \$\_\_\_\_\_ to be used for the purposes described in paragraph I (B) ("Grant"). The Grant may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the Grant shall be used by Grantee in furtherance of the purposes of the Grant.

B. Grant Purposes. Grantee shall use the Grant only for the purposes described in the Grant Application, as modified by the Update to Grant Application approved by Impact 100 Chicago ("Grant Purposes"). The Grant Application and Update are attached hereto as Exhibit A and incorporated herein. Grantee must obtain written approval from Impact 100 Chicago prior to using any portion of the Grant for any purpose other than the Grant Purposes.

C. Budget. Grantee shall utilize the Grant in accordance with the final budget attached hereto as Exhibit B and incorporated herein ("Final Budget"). No substantial changes in the Final Budget may be made without prior written approval of Impact 100 Chicago. A "substantial change" for purposes of this paragraph is any change to the amount specified in a budget line item that exceeds \$5,000.

D. Grant Period. The grant period shall begin on the Agreement Date and extend for a term of \_\_\_\_\_ month(s) thereafter ("Grant Period"). Grantee shall complete the Grant Purposes by the end of the Grant Period.

E. Grant Payment. Provided Grantee is in compliance with the terms of this Agreement, Impact 100 Chicago will pay the Grant in \_\_\_\_\_ installments as follows:

- First: \$ \_\_\_\_\_ on or before \_\_\_\_\_
- Second: \$ \_\_\_\_\_ on or before \_\_\_\_\_
- Third: \$ \_\_\_\_\_ on or before \_\_\_\_\_
- Fourth: \$ \_\_\_\_\_ on or before \_\_\_\_\_

Installment payments may be withheld or delayed in the event (i) a report required by paragraph IIB is not received or not approved by Impact 100 Chicago, (ii) there is a delay in completing the Grant Purposes or (iii) there is a breach of any of the terms of this Agreement by Grantee.

F. Prohibited Uses. No portion of the Grant 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).

## II. Reporting and Record Keeping Requirements

A. Record Keeping. Grantee shall maintain financial and other records that specifically show the use of the Grant exclusively for the Grant Purposes. Grantee shall maintain such records for at least five (5) years after the end of the Grant Period. Impact 100 Chicago shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to two (2) years after the end of the Grant Period, Grantee's records relating to the expenditure of the Grant.

B. Written Reports. Grantee shall submit to Impact 100 Chicago in writing the following reports:

1. Interim Reports. On or before the dates shown below, Grantee shall submit full and complete reports as indicated regarding the use of the Grant, compliance with the terms of this Agreement, and the progress made toward achieving the Grant Purposes. If the interim reports are not received by Impact 100 Chicago on the dates specified, or are not approved by Impact 100 Chicago as provided herein, Impact 100 Chicago may, in its sole discretion, withhold further Grant payments until the outstanding report is received and/or approved.

- [date] \_\_\_\_\_ report substantially in the form attached hereto as Exhibit C ("\_\_\_\_\_ Report")
- [date] \_\_\_\_\_ Report
- [date] \_\_\_\_\_ Report

2. Final Report. On or before \_\_\_\_\_ (date), Grantee shall submit to Impact 100 Chicago a final report detailing the use of the Grant and describing

the progress made toward the Grant Purposes.

3. Financial Reports. Grantee shall provide Impact 100 Chicago with a copy of the quarterly financial report provided to Grantee's Board of Directors promptly after submission to Grantee's Board, as well as a copy of the annual audited financial reports within 180 days after each fiscal year end occurring during the Grant Period.

4. Other Reports. In addition to the above reports, Grantee shall comply with reasonable requests of Impact 100 Chicago for other reports. Grantee shall also make its personnel available at the reasonable request of Impact 100 Chicago to discuss expenditures, records and the progress towards achieving the Grant Purposes.

C. Notice Requirements. Grantee shall notify Impact 100 Chicago immediately if there is a change in Grantee's tax-exempt status or if there are any significant problems, delays, or adverse conditions that may materially affect Grantee's ability to achieve the Grant Purposes, together with proposed Grantee actions to address such problems, delays or adverse conditions. Grantee will advise Impact 100 Chicago immediately of any significant change in Grantee's governance, programs or services affecting the Grant Purposes, or any changes in any professional or key personnel identified in the Grant Application or Update.

### **III. Return of Grant Funds to Impact 100 Chicago**

A. End of Grant Period. Grantee shall return all Grant funds that have not been expended for the Grant Purposes, within sixty (60) days after the end of the Grant Period.

B. Failure to Comply with this Agreement. In the event Impact 100 Chicago 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 Impact 100 Chicago of said Default, shall immediately return all unexpended Grant funds as of the date of the Default, to Impact 100 Chicago and Impact 100 Chicago may, among other legal remedies available, terminate this Agreement.

### **IV. Miscellaneous**

A. Public Charity Status. Grantee represents to Impact 100 Chicago that the receipt of the Grant will not cause Grantee to lose its status as a public charity described in the 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.

B. Publicity. Each of the parties agrees to announce the Grant award by posting a timely announcement on its website home page. Grantee will list Impact 100 Chicago as a funder on the appropriate page of Grantee's website throughout the Grant Period.

1. Impact 100 Chicago shall have the right to reference the Grant and the Grant Purposes on its website, and in press releases, publications, audio and video

recordings, advertisements, social media posts, and all other forms of internal and external communications (“Communications”).

2. Grantee shall recognize the Grant in any Communications produced regarding the Grant Purposes by including the following statement: *“Funding for this [program, project] was provided by Impact 100 Chicago,”* and shall provide Impact 100 Chicago with a copy of any such Communications.

3. Grantee shall include or announce, as appropriate, the following disclaimer in all Communications regarding the Grant Purposes: *“The views expressed herein do not necessarily represent those of Impact 100 Chicago.”*

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

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 Impact 100 Chicago for additional funding until the letter of inquiry solicitation following the third anniversary of the Grant award (Fall, 20\_\_).

H. Execution of Agreement. Grantee agrees to execute and return this Agreement to Impact 100 Chicago within 30 business days after receipt.

I. 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.

J. Notice. All notices required or permitted hereunder shall be in writing and sent postage prepaid to the party’s responsible officer at the following address:

Impact 100 Chicago  
\_\_\_\_\_ Chapter  
Attention: Financial Review Committee Chair  
P.O. Box 607  
Palatine, IL 60078

[Grantee]  
Attention: [Grantee Responsible Officer]  
[Grantee Address for Notices]

Any such notice will be effective upon receipt. Any party may change its responsible officer or its address by written notice to the other party.

K. 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.

L. 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 that 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.

M. Indemnification. Grantee agrees to indemnify and hold Impact 100 Chicago harmless from and against claims, damages, losses and expenses (including, but not limited to, reasonable attorney's 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 Impact 100 Chicago 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.

N. 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.

O. Jurisdiction and Governing Law. This Agreement is and will be deemed to have been made in the State of Illinois 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 City of Chicago, State of Illinois, 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.

P. 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.

Q. Attorney Fees and Costs: 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's 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.

R. 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.

S. Time is of the Essence. Time is of the essence in the performance of each obligation under this Agreement.

T. Relationship of the 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.

U. 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.

V. Trademarks. Neither party shall use the other Party's name, logo, trademark, nor any other intellectual property without the prior written consent to such specific use, except as otherwise specifically permitted or required by this Agreement. The Impact 100 Chicago logo is to be used for purposes of promoting the partnership between Impact 100 Chicago and the Grantee, and the Impact 100 Chicago logo cannot be altered in style, color or content from the attached Exhibit D. Each party agrees to indemnify and hold harmless the other party for any losses, damages, or costs due to a breach of this paragraph.

W. 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 of each party.

X. Insurance. Grantee shall retain a minimum of insurance coverage as outlined in the Certificate of Insurance attached hereto as Exhibit E and incorporated herein during the term of this Agreement and until all grant funds have been expended. Grantee shall notify Impact 100 Chicago immediately of any change to such coverage. In addition, Grantee shall name Impact 100 Chicago as an additional named insured during the entire Grant Period and as evidence thereof shall provide Impact 100 Chicago with an updated Certificate of Insurance upon renewal of the Grantee's insurance policy through the Grant Period.

IN WITNESS WHEREOF, Impact 100 Chicago and Grantee have caused this Agreement to be executed, effective as of the day and year first written above.

**Impact 100 Chicago NFP**

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

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

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

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

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

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

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

**Exhibit Index**

Exhibit A: Grantee's Grant Application and Update

Exhibit B: Final Budget for Grant Project

Exhibit C: Form of Report

Exhibit D: Impact 100 Chicago logo

Exhibit E: Certificate of Insurance from Grantee