

**SAMPLE IMPACT 100 NYC, INC.
GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between Impact 100 NYC, Inc., a New York not-for-profit corporation (“Impact 100 NYC”), and _____, a _____ corporation (“Grantee”).

WITNESSETH

WHEREAS, Impact 100 NYC has awarded a grant to Grantee pursuant to Grantee’s grant application dated _____ (the “Grant Application”); and

WHEREAS, Grantee agrees to comply with the terms and conditions of the Grant as defined and described in paragraph 1A herein;

NOW THEREFORE, in consideration of the grant and other good and valuable consideration, the parties agree as follows:

I. Amount and Use of the Grant Funds

A. Grant Amount. Impact 100 NYC will provide Grantee with a grant in the amount of \$_____, to be used solely for the Grant Project as defined and described in paragraph 1B herein (the “Grant”). The Grant funds may not be transferred, either partially or completely, to any other entity or person without the prior written consent of Impact 100 NYC. Any earnings derived from the Grant funds shall be used by Grantee to support the purposes of the Grant.

B. Grant Purposes. Grantee shall use the Grant only for the purposes described in the Grant Application attached hereto as Exhibit A and incorporated herein (the “Grant Project”). Grantee must obtain written approval from Impact 100 NYC prior to using any portion of the Grant funds for any purpose other than the Grant Project as described in the Grant Application.

C. Budget. Grantee shall utilize the Grant funds in accordance with the final budget for the Grant Project attached hereto as Exhibit B and incorporated herein. Grantee represents that the final budget for the Grant Project is substantially the same as the original budget submitted for the Grant Project in the Grant Application. No substantial changes in the budget may be made without prior written consent of Impact 100 NYC. 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, and hence the term of this Agreement, shall be for a term of _____ month(s) (“Grant Period”) but in no event greater than 24 months from the

date of Grantee's receipt of the first installment of the Grant. Other than with the prior written consent of Impact 100 NYC, Grantee shall complete the Grant Project by the end of the Grant Period.

E. Grant Payment. Provided Grantee is in compliance with the terms of this Agreement, Impact 100 NYC 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 Grant Project as defined and described in paragraph 1B 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 exclusively for the Grant Project. Grantee shall maintain such records for at least three (3) years after the end of the Grant Period. Impact 100 NYC shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to three (3) years after the end of the Grant Period, Grantee's records relating to the expenditure of the Grant.

B. Written Reports. The Grantee shall submit certain written reports concerning the manner in which the Grant funds are expended and detailing its progress in completing the Grant Project. Grantee shall submit to Impact 100 NYC 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, compliance with the terms of this Agreement, and the progress made toward achieving the purposes of the Grant and completing the Grant Project. If the interim reports are not received by Impact 100 NYC on the dates specified, or are not approved by Impact 100 NYC as provided herein, Impact 100 NYC may, in its sole discretion, withhold further Grant payments until the outstanding report is received and approved.

2. Final Report. Grantee shall submit to Impact 100 NYC a final report detailing the use of the Grant, describing the progress made toward achieving the purposes of the Grant and confirming its completion of the Grant Project within thirty (30) days after the expiration of the Grant Period.

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

C. Notice Requirements. Grantee shall notify Impact 100 NYC immediately if there is a change or they have reason to believe there may be a change in Grantee's status as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal

Revenue Code of 1986, as amended (the “Code”), and as an organization classified as a public charity and not a private foundation under Section 509(a) of the Code, or if the Grant Project is cancelled or delayed. Grantee will advise Impact 100 NYC immediately of any significant change in Grantee’s professional or key personnel identified in the Grant Application.

III. Return of Grant Funds to Impact 100 NYC

A. End of Grant Period. Grantee shall return all Grant funds that have not been expended for the Grant Project within thirty (30) days after the end of the Grant Period.

B. Failure to Comply to this Agreement. In the event Impact 100 NYC 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 (each, a “Default”), Grantee, upon receipt of written notice from Impact 100 NYC of said Default, shall immediately return all unexpended Grant funds as of the date of the Default, to Impact 100 NYC and Impact 100 NYC may, among other legal remedies available, terminate this Agreement.

IV. Miscellaneous

A. Public Charity Status. Grantee represents to Impact 100 NYC that the receipt of the Grant will not cause Grantee to lose its classification as a public charity and not a private foundation under Section 509(a) of 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. Oral and Written Communications. Both parties agree to announce the Grant in oral and written communications.

1. Grantee consents to the announcement of the Grant by Impact 100 NYC on its website, 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 Project by including the following statement: “*Funding for this [program, project] was provided by Impact 100 NYC, Inc.,*” and shall provide Impact 100 NYC with a copy of any such Communications.

3. Grantee shall include or announce, as appropriate, the following disclaimer in all Communications regarding the Grant Project: “*The views expressed herein are solely those of [Grantee] and are not intended to represent those of Impact 100 NYC, Inc.*”.

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

D. Entire Agreement and Exhibits. 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. 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 body of this Agreement shall prevail.

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. Execution of Agreement and Counterparts. Grantee agrees to execute and return this Agreement to Impact 100 NYC within 14 business days from the date of this Agreement. This Agreement may be executed in counterparts, with each counterpart deemed the original document and with all counterparts deemed to be one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or by electronic mail in portable document format (PDF) shall be effective as delivery of a manually-executed signature page of this Agreement.

G. Solicitation Waiting Period. Grantee shall not be permitted to apply to Impact 100 NYC for additional funding until the third anniversary of the date of the award of the Grant (May, 20__).

H. 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. Any purported assignment without such consent will be void.

I. Notice. All notices required or permitted hereunder shall be in writing and sent postage prepaid or via electronic mail to the party's responsible officer. Any such notice shall be effective upon receipt. Any party may change its responsible officer or its address by written notice to the other party.

J. 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 shall be construed as though such provision was not contained herein and the remainder shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

K. 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 for any breach or default by any other party of any or all of its obligations under this Agreement shall 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 waiver of any subsequent obligation of performance, default or right of the same or similar kind.

L. Indemnification. Grantee agrees to indemnify and hold Impact 100 NYC harmless from and against any claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees), including, without limitation, those attributable to bodily injury, sickness, disease and death, or destruction of tangible property arising out of: a) the provision of the Grant by Impact 100 NYC to Grantee or the failure of Impact 100 NYC to provide any Grant funds to Grantee due to a Default or a delay in Impact 100 NYC's timely receipt of Impact Reports, b) the negligent or willful acts or omissions of Grantee or Grantee's directors, officers, employees, or independent contractors in carrying out the Grant Project, or c) Grantee's breach of this Agreement.

M. Jurisdiction and Governing Law. This Agreement is and will be deemed to have been made in the State of New York 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 County of New York, State of New York, 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.

N. 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.

O. 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 or civil disasters), strikes, lockouts, civil disturbances, government or court ordered interruptions or delays, acts of war and riots, pandemics or outbreaks of disease, provided that either party to this Agreement may elect to terminate the same upon three months written notice to the other if the force majeure event cannot or is not remedied within three months of its occurrence.

P. Use of Intellectual Property. Neither party shall use the other party's name, logo, trademark, or 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 NYC logo is to be used for purposes of promoting the Agreement between Impact 100 NYC and Grantee, and the Impact 100 NYC logo cannot be altered in style, color or content from the sample logo attached hereto as Exhibit C. Each party agrees to indemnify and hold harmless the other party for any losses, damages, or costs due to a breach of this paragraph.

Q. 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 agent of each party.

X. Insurance. Grantee shall maintain the insurance coverage listed in its Grant Application during the Grant Period and until all Grant funds have been expended. Grantee shall notify Impact 100 NYC immediately of any change to such coverage.

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

Impact 100 NYC, Inc.

Grantee: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____