



Grant Contract

September 1, 2021

Grantee Org Owner.Full Name
Grantee Org Owner.User Title
Program Org Name
Program Organization.Street Address Program Organization.Street Address2
Program Organization.City, Program Organization.Geo State.Abbreviation Program
Organization.Postal Code

Status and Amount: **Approved for \$Amount Recommended**

Grant Description: **Project Title**

Grant ID: **Grant Or Request**

Episcopal Health Foundation ("EHF") has approved a grant in the amount of **\$Amount Recommended ("Grant")** to **Program Org Name ("Grantee")**. The terms and conditions of the Grant are set forth in this Grant Contract (the "Agreement") below.

1. Status of Grantee.

Grantee is a nonprofit corporation, duly organized and validly existing under the laws of the State of Program Organization.Geo State.Name, which is exempt from taxation under Section Program Organization.Tax Class of the Internal Revenue Code of 1986, as amended (the "Code"), and further classified as a public charity described in Code 509(a)(1) or (2) or (3). Grantee is not aware of any proposed or threatened challenge by the Internal Revenue Service ("IRS") to the foregoing status and classification. Grantee agrees to immediately notify EHF in writing of any potential change in such status or classification. In the event of a potential change in such status or classification, EHF may, in its sole discretion postpone payment of and/or cancel further payment of the Grant without any further obligation to Grantee. Grantee represents and warrants to EHF that the Grant shall not adversely affect Grantee's tax-exempt status and/or classification.

2. Purpose of Grant.

- 2.1 The Grant shall be used exclusively as described in the **Scope of Services attached as Exhibit "A."** No part of the Grant funds may be used to participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. In addition, Grantee agrees

that no part of the Grant funds will be used for any purpose prohibited by the laws of the United States or the State of Texas.

- 2.2 Grantee agrees to maintain its financial and other records in such manner to adequately demonstrate that the Grant funds were used exclusively for the purpose of the Grant as stated in this Agreement. The use of Grant funds is restricted solely to the purpose of the Grant as described herein and should be so designated on Grantee's accounting and financial records. Under no circumstances may Grant funds be expended, borrowed (inter-fund), pledged, or transferred for reasons unassociated with the stated purpose of this Grant. The receipts and disbursements related to this Grant shall be retained by Grantee for at least two years after final disbursement of the Grant. EHF may, at its expense and on reasonable notice to Grantee, inspect, audit, or copy the Grantee's records pertaining to this Grant. Grantee agrees to cooperate with respect to any such inspection or audit.
 - 2.3 Grantee agrees to report in writing to EHF any interest or other income earned on the Grant, and further agrees to reinvest and use any earned interest and income exclusively for the purpose of the Grant.
 - 2.4 Grantee shall provide to EHF a written evaluation report on the use of the Grant, including financial expenditures and outcomes as requested by EHF, no later than the end of the Grant period, or earlier from time to time if requested by EHF.
 - 2.5 In addition to receiving the written report required by Section 2.4, EHF retains the right to monitor and evaluate ongoing use of the Grant. This may include, without limitation, visits to Grantee by representatives of EHF, or by independent evaluators working with EHF.
3. Publicity.

If Grantee wishes to issue a news release concerning this Grant, the text of the proposed release must be submitted to EHF for prior review and approval, in EHF's sole discretion. Grantee agrees to provide EHF with copies of news releases, published materials, or media articles mentioning this Grant along with photos and appropriate photo release forms.

Any publicity concerning the subject matter of this Agreement shall be jointly planned and coordinated by and between EHF and Grantee.

4. Intellectual Property.

Notwithstanding any permission by EHF to publicity regarding EHF and the Grant pursuant to Section 3: (i) Grantee acknowledges and agrees that all intellectual property developed as a result of this Grant is, at the option of EHF exercisable at any time by written notice from EHF to Grantee and without any

further consideration, the exclusive property of EHF, in which case this Agreement shall constitute an irrevocable assignment by Grantee to EHF of all such intellectual property rights effective as of the date of delivery of such notice, and (ii) nothing herein shall serve to transfer or assign any intellectual property rights of EHF to Grantee or any other person. Grantee shall execute such assignments and documents, and take such other actions, as EHF reasonably requests to enable EHF to acquire title to, apply for, or perfect the intellectual property rights described above and to otherwise effect the purposes of this paragraph.

5. Return of Grant and Indemnity.

- 5.1 Any portion of the Grant not used for the purposes stated hereinabove within the designated Grant period and reported pursuant to Section 2.4 must be repaid to EHF within thirty (30) days of the end of the Grant period. Grantee may request in writing an extension of time to use such Grant funds; it is within the sole discretion of EHF to approve or deny any such extension.
- 5.2 If Grantee should ever breach any of the material representations, warranties or covenants contained in this Agreement or otherwise fail to perform any of the material specific undertakings set forth in this Agreement, and such breach or failure is not waived in writing by EHF or corrected by Grantee according to the satisfaction of EHF, then, in addition to any remedies available at law or equity, (a) EHF may, in its sole discretion, terminate any and all obligations with respect to further distributions, whether to be made as part of this Grant or any other approved Grants from EHF, and (b) EHF may require that Grantee return all previously disbursed funds to EHF, along with a reasonable rate of interest. All matters regarding compliance with this Agreement shall be decided unilaterally and conclusively by EHF.
- 5.3 In addition, Grantee shall immediately repay to EHF any unused portion of the Grant if Grantee's federal tax exemption is revoked by the IRS during the term of this Agreement.
- 5.4 Grantee has an obligation to notify EHF immediately and in writing upon (a) an anticipated or actual loss, termination or resignation of its Executive Director, Chief Executive Officer, or similarly situated officer, and/or (b) the resignation or removal of one-third (1/3) or more of its governing board members. Upon such notice, EHF will review Grantee's governance structure to ensure the Grantee's continued stability to protect EHF's interests in continuing payment of the Grant to Grantee. If EHF determines in its sole discretion that the Grantee is not stable, then EHF has the right in its sole discretion to postpone and/or cancel further payment of the Grant without any further obligation to Grantee.

5.5 Grantee agrees to indemnify, defend, and hold harmless, EHF and its directors and officers (past and present), and agents and representatives of EHF ("Indemnified Parties"), from and against any and all claims, demands, proceedings, suits and actions, and any and all losses, liabilities, damages, expenses and costs, including attorney's fees resulting from, arising out of or relating to (a) this Agreement; (b) Grantee's breach of this Agreement or the representations and warranties contained herein; and/or (c) any claims which have occurred or which will occur in the future resulting from EHF's Grant to Grantee and/or Grantee's use of the Grant funds (collectively "Claims"). In addition, the Indemnified Parties will not be liable for any such Claims. This provision will survive the termination of this Agreement.

6. General.

- 6.1 This Agreement constitutes the valid and binding obligation of Grantee, enforceable against Grantee in accordance with its terms.
- 6.2 This Agreement shall be construed in accordance with the laws of the state of Texas. The obligations of the parties are performable in Harris County, Texas, and Grantee agrees that the federal and state courts located in Harris County, Texas shall have exclusive jurisdiction with respect to any dispute or matters pertaining to this Agreement or the Grant.
- 6.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior and contemporaneous agreements of the parties pertaining to the subject matter hereof. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 6.4 Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and permitted assigns.
- 6.5 This Agreement shall be binding on, and shall inure to the benefit of, the parties to this Agreement and their respective successors and assigns; provided, however, neither party to the Agreement may assign its rights and undertakings under this Agreement without the express written consent of all other parties.

- 6.6 EHF makes this Grant in reliance that the directors, officers, and employees of Grantee will utilize the Grant funds in a manner that best serves the purposes for which they are intended as described herein. Therefore, other than providing the Grant itself, EHF has not been, nor will it be, directly or indirectly involved in any activities relating to the Grant project, or in any of Grantee's business operations in general, and nothing in this Agreement shall be construed as the parties entering into a joint venture, agency, or partnership of any kind. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.
- 6.7 The signatures to this Agreement need not all be on a single copy of this Agreement, and may be facsimiles or electronic rather than originals, and shall be fully as effective as though all signatures were originals on the same copy.

7. Revenue Stream

It is neither our intention nor practice to be the majority funder of an organization's operations and/or programmatic expansion for a prolonged period of time. We encourage and support vigorous and intentional diversification of revenue sources. To that end, it is our expectation that over the course of a grant contract, grantees demonstrate efforts to develop sustainable funding mechanisms and/or expand funding sources beyond a majority funder.

8. Reporting requirements

- 8.1 An Interim Report is due 30 days following each six months of grant-funded work. A Final or End of Grant Learning Report is due 30 days after the last contract date outlined in Section 10 below. These reports should include both narrative and financial information specifically relating to the **Grantee's Workplan** in the attached **Exhibit B: Grantee Results Framework and Reporting**. The Grantee must submit the electronic version of these reports at <https://ehf.fluxx.io>

9. Terms of Payment

- 9.1 EHF will provide payment to **Program Org Name** in the amount of **\$Amount Recommended** per the payment schedule below.
- 9.2 Within 30 days of receipt of the fully executed Grant Contract, the first of 1 annual payment will be paid. 2 annual payments will be paid. 3 annual payments will be paid. 4 annual payments will be paid. 5 annual payments will be paid. All payments will be made in accordance with this schedule:

Year	Estimated Payment Date	Amount
1	Request Transaction Ids.Due At	\$Request Transaction Ids.Amount Due

10. Contract Dates

10.1 The contract dates are Grant Begins At to Grant Ends At.

Assuming the terms and conditions of this Agreement are acceptable, an authorized officer of Grantee should execute this Agreement in the space set forth below and return the signed original to the EHF Grantmaking Office within **10 days after Grantee’s receipt**. If you have any questions, please contact Jo Carcedo at (832) 807-2571 or send an email to jcarcedo@episcopalhealth.org.

By: _____

Name: Jo Z. Carcedo

Title: Vice President for Grants
Episcopal Health Foundation

On _____, **Program Org Name** hereby accepts and agrees to the terms and conditions set forth in this Agreement. As an officer of **Program Org Name**, I certify that I am duly authorized to bind **Program Org Name** and execute this Agreement on behalf of **Program Org Name**.

Program Org Name

Signed _____

_____ Title

Name _____

Exhibit A: Scope of Services

Specific Purpose: EHF Grant Purpose

Aspired to deliverables as adapted from the milestones listed in the Grantee's Workplan:

1. Workplan Milestone
2. Workplan Milestone 2
3. Workplan Milestone 3
4. Workplan Milestone 4
5. Workplan Milestone 5

Exhibit B: Grantee Results Framework and Reporting

Grantee's Workplan to Achieve Stated Results:

Consists of activities or actions (Key Project Elements) that the **Program Org Name** will undertake to achieve the project's results. **Grantee must report the progress on each of these deliverables in their interim and final reports.** Section 8.1 of the Grant Contract under Reporting Requirements directs Grantee how to submit a report.

	Key Project Element (Action or Activity taken)	Deliverable (Achievement or Progress Point by Participant)	Timing (When to be accomplished)
1	Workplan Critical Step	Workplan Milestone	Workplan Timing
2	Workplan Critical Step 2	Workplan Milestone 2	Workplan Timing 2
3	Workplan Critical Step 3	Workplan Milestone 3	Workplan Timing 3
4	Workplan Critical Step 4	Workplan Milestone 4	Workplan Timing 4
5	Workplan Critical Step 5	Workplan Milestone 5	Workplan Timing 5