

[DATE]



SAMPLE Grant Agreement

| Grantee: |
|---|
| Employer Identification Number (EIN) |
| Contract No: |
| Funding Area: |
| Total Amount of Grant: |
| Grant Period: |

This grant is awarded by United Way of Greater Los Angeles ("UWGLA") on behalf of the Home For Good Funders Collaborative ("Funders Collaborative") to Grantee subject to the following terms and conditions:

- 1. Grant funds must be used exclusively for the Purpose of Grant as identified above and as further set forth in Appendix B ("Scope of Work") to this Agreement. Grant funds may not be expended for any other purposes without prior written approval of the UWGLA Authorized representative (as identified in the Appendix A).
- 2. Grantee will exercise full control over the grant and the expenditure of grant funds, in accordance to approved Appendix C ("Project Budget"). If appropriate, UWGLA may grant a no-cost extension to Grantee for any unexpended grant funds remaining at the end of the Grant Period. Grantee shall be required to return any grant funds used for any purpose other than the Purpose of the Grant or for any activity prohibited by this Grant Agreement or by applicable law.
- 3. Pursuant to the Report Schedule set forth in the Appendix A, Grantee will provide to UWGLA and any other coordinating Funders Collaborative members a statement specifying how and on what the grant funds were expended and the results achieved. In addition, Grantee will provide a copy of its Annual Report, financial compilation or certified audit, or other financial reports or information as requested.
- 4. Grantee will provide promptly such additional information, reports and documents as requested and will allow UWGLA and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by UWGLA.

- 5. If requested, Grantee may agree to assign staff representatives and, if possible and when appropriate, clients, to speak at events, rallies and to be interviewed for stories to further the Home For Good initiative to end homelessness. Also if requested, Grantee may host tours of its facilities and / or provide volunteer opportunities to support education and engagement of UWGLA and Funders Collaborative stakeholders.
- 6. All publicity, publications and notice produced or released by Grantee with regard to this grant shall acknowledge UWGLA and the Funders Collaborative. Grantee will allow UWGLA, on behalf of the Funders Collaborative, to review and approve the text of any proposed publicity concerning UWGLA and the Funders Collaborative and this grant prior to its release.
- 7. UWGLA reserves the right to discontinue, modify, withhold or suspend any payments to be made under this grant or to terminate the grant if, in UWGLA's and / or the Funders Collaborative' discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the Purpose of the Grant or any other charitable activities of UWGLA; or (3) to comply with any law or regulation applicable to the Grantee, to UWGLA or this grant.
- 8. This grant is made with the understanding that UWGLA and the Funders Collaborative have no obligation to provide other or additional support or grants to the Grantee. As applicable and available, the staff of UWGLA Home For Good Initiative may provide additional capacity building and technical assistance to the Grantee in support of a successfully completed project.
- 9. Grantee is solely responsible for all activities supported by the grant funds, the content of any services and products created and delivered with the grant funds, and the manner in which any such services and products may be disseminated. Grantee is an independent contractor and not an agent, employee or legal representative of UWGLA or the Funders Collaborative, and this Agreement shall not create any agency relationship, partnership, or joint venture between the parties.
- 10. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless UWGLA and members of the Funders Collaborative, and their officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of UWGLA or any Funders Collaborative member, or their officers, directors, employees, or agents. The failure of UWGLA or the members of the Funders Collaborative to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- 11. This Agreement, including the Appendices, constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the grant. This Agreement may not be amended or modified, except in a writing signed by both parties.
- 12. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

Grantee's agreement to these terms and conditions is required as a condition of the Grant. Please have this agreement reviewed and, if it agrees to these terms and conditions, electronically signed where indicated by an authorized officer of Grantee.

Deena Margolis Vice President, Community Impact United Way of Greater Los Angeles LiNing Recendez Vice President, Finance United Way of Greater Los Angeles

ACCEPTED AND AGREED BY GRANTEE:

| Signature: | |
|---------------|--|
| Printed Name: | |
| Title: | |
| Date: | |

Appendix A to Grant Agreement

| <u>Grantee</u> | |
|--------------------|--|
| Legal Name: | |
| Mailing Address: | |
| · · | |
| Principal Contact: | |
| Title: | |
| Email & Phone # | |

UWGLA Authorized Representative(s)

All correspondence from Grantee regarding the Grant Agreement shall be directed to the Authorized Representative(s) named below unless otherwise directed by said representative(s).

Name: Emily Bradley

Title: Program Officer, Strategic Grantmaking

Email: ebradley@unitedwayla.org

Report Dates

The reports required pursuant to Section 3 of the Grant Agreement shall be due as negotiated between the organization and United Way and outlined in the Scope of Work.

Payment Schedule

The grant will be dispersed two times per year as follows, subject to receipt of the report due prior to the next disbursement date:

| Payment Amount* | Disbursement Date |
|-----------------|-------------------|
| \$ xx,xxx (50%) | XXX |
| \$ xx,xxx (50%) | XXX |

^{*}Actual Payment Amount may be adjusted due to unspent funding from a previous grant cycle or the addition of an aligned funder.