

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made this ____ day of _____, 202_ between:

The Foundation for Pennsylvania Watersheds (“FPW”)

and _____ (Grantee)

Award Date: _____

Project Title: _____

Grant Amount: \$ _____

1. Representations and Warranties of Grantee.

The Grantee represents and warrants:

- a. that it is either a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and not a private foundation, or a governmental entity;
- b. that it is in good standing and generally in compliance with applicable laws;
- c. that it is not aware of any pending or threatened IRS action or other circumstance that would reasonably be expected to affect its tax-exempt or governmental status during the term of this Agreement;
- d. that no approvals or filings are required for it to enter into or perform under this Agreement;
- e. that no substantial goods or services have been or will be provided to FPW in exchange for the Grant Funds; and
- f. that its execution and performance of this Agreement do not violate its governing documents or applicable law.

2. Grant Amount; Purpose of Grant

FPW will provide a grant in the amount of \$_____ (“Grant Funds”). FPW is providing the Grant Funds to support the project described in the Grantee’s application and approved budget (“Project”), copies of which are attached hereto collectively as Exhibit A. The Grant Funds must be used solely for this Project and for no other purpose. Any significant changes to scope, timeline, budget, or partners of the Project must be communicated in writing to FPW.

Significant changes are defined as: any substantive change to the funded Project’s purpose or activities, any line item change to the budget amounting to more than 10% of the total Grant Funds, and/or an extension of the Project period beyond any agreed-upon project end date.

3. Payment of Grant Funds

FPW will disburse the Grant Funds via its fiscal administrator, the Community Foundation for the Alleghenies (CFA). Payments will be made following grant agreement acceptance in the online grant portal. Upfront payments for the full amount of the grant will be made either by ACH or mailed check. The Grantee must notify FPW of any changes to mailing address, fiscal sponsor or ACH information.

4. Use of Grant Funds

The Grantee agrees to use the Grant Funds only for the Project and shall return to FPW unspent Grant Funds if the Project is not completed or under budget. The Grantee shall maintain adequate financial records to demonstrate that the Grant Funds were used for the Project. The Grantee shall allow FPW access to the financial records to determine compliance with this Agreement. Grantee shall maintain the financial records for three (3) years after the Project completion date.

5. Reporting Requirements

The Grantee shall provide FPW with reports on the use of the Grant Funds in the manner described in the attached materials or as otherwise requested by FPW.

6. Publicity and Acknowledgment

Please use the following language when referring to your project grant:

Grant funding was made possible through the Foundation for Pennsylvania Watersheds (FPW). The FPW is a nonprofit, grant-making organization working to protect the best and restore the rest of Pennsylvania's streams.

All FPW logo use must be approved in writing by FPW's executive director.

7. Compliance

The Grantee confirms that they are compliant with federal employment and nondiscrimination laws and agrees not to use funds for lobbying or prohibited activities.

8. Indemnification.

The Grantee agrees to indemnify and hold FPW and its employees and agents harmless from any and all claims, losses, damages, judgments, costs, expenses, and deficiencies with respect to any third-party claims resulting from actions or failures of the Grantee

9. Termination

FPW, in its sole discretion, may terminate this Agreement:

- a. if the Grantee has breached any provisions of this Agreement or has failed to comply with any applicable federal, state or local law or regulation applicable to the Project and/or Grant Funds; or
- b. if any representation or warranty made by the Grantee in the application or this Agreement shall prove to have been incorrect in any material aspect at the time made.

FPW shall provide the Grantee with written notice of the termination of this Agreement, setting forth the reason for the termination. Within sixty (60) days of the termination of this Agreement, the Grantee shall reimburse FPW the amount of the Grant Funds disbursed

10.MISCELLANEOUS PROVISIONS

- a. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- b. This document and executed counterparts hereof contain the entire agreement between the parties and supersedes any and all other agreements relating to the subject matter discussed herein. No other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding on the parties, and this Agreement may only be amended in a writing signed by the parties.
- c. Controlling Law: The validity of this Agreement and any of its terms or provisions and the construction of such terms or provisions shall be governed by Pennsylvania law.
- d. The headings or subtitles of this Agreement are for the convenience of the reader only and shall not be utilized in the construction of any terms of this Agreement.
- e. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by overnight express courier. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement with the intent of being legally bound.

Signatures

For the Grantee

Name: _____

Title: _____

Organization: _____

Signature: _____

For the Foundation for Pennsylvania Watersheds

Name: _____

Title: _____

Signature: _____