



SUPPORTING COMMUNITY EDUCATION IN CAMDEN & PHILADELPHIA

children can shape the future

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GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made effective this _____ day of _____, 20__ by and between Children Can Shape the Future, Inc. ("CCSF") ("Grantor") and _____ ("Grantee").

WHEREAS, CCSF endeavors to make charitable grants consistent with and in furtherance of its charitable purposes,

WHEREAS, Grantee has requested a grant of charitable funds, and

WHEREAS, the Board of Directors of CCSF (the "Board") has approved a charitable grant (the "Grant") to the Grantee.

NOW THEREFORE, in consideration of the Grant to be provided hereunder, and of the mutual agreements contained herein, CCSF and the Grantee, intending to be legally bound, agree as follows:

1. Representations of Grantee.

The Grantee hereby represents that:

- a. It has been operated and will operate exclusively for charitable and educational purposes;
- b. The description of its activities provided to the Board in its Grant Application (the "Grant Application"), attached hereto as Exhibit A, is true and correct;
- c. The copies of its Exemption Determination Letter from the Internal Revenue Service evidencing its status as an organization exempt under Section 501(c)(3) of the Internal Revenue Code of the United States, articles, bylaws, other governing instruments (together, the "Organizational Documents"), and financial reports provided to the Board are true and correct;
- d. It is not permitted by law or its Organizational Documents to distribute its assets to benefit private parties;
- e. The dissolution provisions of its Organizational Documents provide that any of its remaining assets will be distributed for charitable and public purposes; and
- f. It is not permitted by law to engage in substantial lobbying or any political activity.

2. Duties and Responsibilities of Grantee.

The Grantee agrees that it shall:

- a. Use the Grant for the purposes specified in its Grant Application;
- b. Notify CCSF promptly in writing of any changes to its charitable activities or its Organizational Documents within thirty days of such changes;
- c. Provide CCSF with copies of its annual financial reports within thirty days of their release;
- d. Repay any portion of the Grant not used for the purposes specified in the Grant Application;
- e. Not use any of the Grant for political or legislative purposes;
- f. Maintain books and records regarding the use of the Grant, including receipts for any school supplies and materials, available for inspection by CCSF for a period of four years following use of the Grant;
- g. Permit a Director of CCSF or his or her designee to make field visits to Grantee's offices and/or facilities, upon reasonable notice;
- h. Prepare and submit a detailed annual report to CCSF regarding the use of the Grant;
- i. Respond to telephone and written inquiries regarding the use of the Grant and the Grantee's charitable status;
- j. Keep the Grant in a separate fund dedicated to charitable and/or educational purposes; and
- k. Notify CCSF immediately if it discovers any evidence of misconduct with respect to the Grant.

3. Term and Termination.

The term of this Agreement shall begin as of the date first above written and shall continue until the entire Grant has been expended. This Agreement may be extended only upon mutual consent in writing.

Except as otherwise provided in this Agreement, this Agreement may be terminated for cause in the event of a breach by the Grantee upon thirty days prior written notice (the "Notice Period"), provided, however, that the Grantee shall have the same Notice Period in which to cure said breach. Upon termination for cause, the Grantee shall return the Grant at the expiration of the Notice Period.

4. Licensure and Certification.

Throughout the term of this Agreement, the Grantee shall maintain all applicable licenses and registrations required by the laws and regulations of the United States for Grantee to use the Grant for the charitable purposes specified in its Grant Application.

5. Indemnification.

The Grantee will indemnify and hold CCSF harmless from any and all liability, loss, damages, costs and expenses, including reasonable counsel fees, resulting from Grantee's negligent performance of its obligations hereunder.

6. Independent Contractor.

In performing its obligations with respect to the Grant pursuant to this Agreement, the Grantee shall have the status of an independent contractor. Nothing herein shall be construed to create any partnership, agency, or joint venture relationship between Grantee and CCSF, and neither party to this Agreement shall make any representations to the contrary.

7. Entire Agreement.

This Agreement constitutes the sole agreement between the parties with respect to the subject matter hereof. CCSF specifically reserves the right to enter into similar or different grant agreements with others. The Agreement can only be changed by an instrument signed by an authorized representative of each party. A waiver by any party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof.

8. No Assignment.

The Grantee shall not assign or otherwise transfer this Agreement.

9. Notices.

Any notice herein required or permitted to be given by either party shall be deemed given if and when mailed in a sealed wrapper by U.S. certified or registered mail, postage prepaid, return receipt requested, to the following addresses or any other address designated by either party in writing:

If to the Grantee:

If to CCSF:

*Executive Director
Children Can Save the Future, Inc.
19 Ashford Drive
Plainsboro, NJ 08536*

10. Authority.

CCSF and Grantee each represents and warrants to the other that it has the full and unencumbered right to enter into this Agreement and to perform its obligations hereunder.

11. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute one and the same instrument.

continued.

12. Severability.

The various provisions of this Agreement are severable from each other and from the rest of the Agreement, and in the event that any non-material part of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be fully effective, operative, and enforceable.

13. Governing Law.

This Agreement shall be governed by, interpreted and enforced in accordance with the laws and in the Courts of the State of New Jersey, without reference to conflict of laws doctrine.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date written below.

GRANTEE

By _____

Title _____

Date _____

CHILDREN CAN SHAPE THE FUTURE, INC.

By _____

Title _____

Date _____