



Note: This is a draft, sample agreement. Each agreement governing the awards may vary depending on factors including, among others, the nature of the project, and the organization receiving the award.

Zero Electrocution Challenge Grant Agreement

This Grant Agreement (“Agreement”) is entered into as of {{Grant Agreement Date}} by and between The McElhattan Foundation (“Grantor”) and {{Awardee}} (“Grantee”).

1. Acceptance of Grant

The grant is awarded solely for the purpose(s) outlined below and in the Application, which is hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

Payment is conditioned on the Grantee’s acceptance of the terms of this Agreement.

Acceptance is indicated by the authorized signature in Section 13.

The parties intend these conditions to enable the Foundation to make reasonable efforts and establish adequate procedures to ensure that the Grant is spent solely for the purposes for which it was made, to obtain full and complete records and reports on how Grant funds are expended, and to satisfy the Foundation’s expenditure responsibility obligations.

Grant Summary:

- Awardee: {{Awardee}}
- Award Amount: {{Award Amount}}
- Award Date: {{Award Date}}
- Grant Duration: {{Grant Duration}}
- Use of Funds: {{Use of Funds}}
- Proposal Title: {{Proposal Title}}

- Start Date: {{Start Date}}
- End Date: {{End Date}}
- Overview: {{Overview}}
- Reporting Schedule: {{Report Due Date}}
- Payment Schedule: {{Payment Schedule Date}}
- Payment Amounts: {{Payment Amount}}
- Grant Agreement Due Date: Within 5 days of receiving the grant agreement.
- Payment Information Due Date: Within 5 days of signing the grant agreement.
- Grant Acknowledgement Due Date: Within 5 days of receiving payment.

2. Grant Term and Reporting

2.1 Grant Term

Start Date: {{StartDate}}

End Date: {{EndDate}}

2.2 Reporting Requirements

Grant reports are due according to the schedule outlined in this Agreement unless otherwise approved in writing by the Foundation. For multi-payment grants, each scheduled report must be submitted and deemed satisfactory before subsequent payments are released. Submission of the final report constitutes completion of the grant and is required to remain eligible for future funding.

The Grantee agrees to provide annual narrative and financial reports on the use of grant funds to the Foundation's representative for all fiscal years until the grant funds are fully expended for their designated purpose and a final report upon completion of the grant period. Each report must include a narrative account of what was accomplished by the expenditure of funds (including a description of progress made towards achieving the goals of the grant), a financial statement, and copies of any publications resulting from the grant. The financial statement should be attested by

the responsible owner or a certified public accountant and should reflect the categories stipulated in the approved budget.

If the Grantee expects any delay in submitting the final report, please contact the McElhattan Foundation at info@mcelhattan.org.

3. Payment Process

The Grant Agreement must be reviewed and electronically signed in the grant portal before payment is issued. Once signed, the Grantee will be prompted to provide payment information through the grant portal.

3.1 Payment Information

After the Grant Agreement is signed, the Foundation will notify the Grantee when payment information is required to initiate disbursement. The Grantee must then submit payment information through the grant portal when prompted.

3.2 Reentering Payment Information for Each Disbursement

For security purposes, the Foundation does not store or retain any payment information. As a result, the Grantee must resubmit payment information for each disbursement, including multi-year grants, after the corresponding grant report has been submitted, reviewed, accepted, and is ready for payment.

4. Grant Acknowledgement

Within 5 days of receiving payment, upload an acknowledgment letter on organizational letterhead including:

- Date of the acknowledgment letter
- Organization name of the grantee
- Payment amount received
- Date payment was received

5. Use of Funds

5.1 Affirmations & Permitted Use

By accepting this grant, Grantee represents and warrants that:

- Grantee is one of the following eligible entity types:
 - An entity based in the United States and/or U.S. territories under section 501(c)(3) and 509(a)(1) or (2) of the Internal Revenue Code (“IRC”) that has received a tax determination letter from the Internal Revenue Service (“IRS”);
 - A private foundation based in the United States and/or U.S. territories under section 501(c)(3) of the IRC that has received a tax determination letter from the IRS;
 - A fiscally-sponsored nonprofit organization;
 - A tribal government or tribal-owned enterprise;
 - An educational entity, public college, junior college, or university that is either (i) recognized by the IRS as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, or (ii) a governmental entity or instrumentality eligible to receive tax-deductible charitable contributions under Section 170(c)(1) of the Internal Revenue Code;
 - A PreK-12 public, private, or charter school;
 - A for-profit corporation organized under the laws of a State (or territory) in the United States;
 - A benefit corporation, flexible purpose entity, or similar “hybrid” entity organized under the laws of a State (or territory) in the United States; or
 - A limited liability company or partnership organized under the laws of a State (or territory) in the United States.
- Grantee will notify Grantor if corporate status changes.
- Funds will be used for the purposes in the accepted application and approved budget.
- No funds may be used for restricted activities and expenditures as defined in Section 5.2 of this Agreement

- Grantee will notify Grantor promptly if changes affect the intended use of funds.
- Grantee has full power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.
- Grantee is in compliance with all applicable federal, state, and local laws, rules, and regulations, and there are no pending or threatened actions, suits, or proceedings that would materially affect Grantee's ability to perform under this Agreement.
- Grantee is financially solvent and has the organizational capacity to carry out the activities contemplated by this Agreement.

5.2 Restrictions

5.2.1 Activities Inconsistent with the Approved Grant Purpose

- Using funds for purposes outside the approved scope.
- . Grantee shall conduct the Project on its own behalf and shall not transfer, regrant, loan, assign, or otherwise make available any portion of the Grant to any individual or organization without the Foundation's prior written approval and without written terms, reporting, records, charitable-use restrictions, and prohibited-use restrictions sufficient to satisfy Internal Revenue Code Section 4945(d)(3), Section 4945(d)(4), and, where applicable, Treasury Regulation Section 53.4945-5
- Making changes to timing, activities, or deliverables without prior written approval.

5.2.2 Activities Prohibited by Law or Regulation

- Carrying on propaganda, or otherwise attempting to influence legislation
- Influencing the outcome of any specific public election, or carrying on, directly or indirectly, any voter registration drive
- Not complying with the individual grant requirements of IRC §4945(d)(3) or the organizational grant requirements of IRC §4945(d)(4)
- Undertaking any activity for any noncharitable purpose.

5.2.3 Activities Outside Charitable Purposes

- No grant funds may be used in a manner that results in self-dealing under IRC §4941, private inurement, or more than incidental private benefit. Grantor will not receive goods, services, or other benefits from Grantee other than incidental recognition consistent with charitable purposes.
- All grant funds and any income or interest earned on them may be used only for the specific charitable, scientific, literary, or educational purposes approved by the Foundation

5.2.4 Ethical and Compliance Restrictions

- Grantee agrees that no funds will be used to offer, provide, or attempt to provide anything of value to improperly influence decisions, including any form of improper inducement or bribery
- Grantee represents, warrants, and covenants that neither it nor any of its directors, officers, employees, agents, or affiliates is, or is owned or controlled by, or acting on behalf of, any individual or entity that is (a) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), including but not limited to the Specially Designated Nationals and Blocked Persons List (SDN List), or any other list maintained by the U.S. government as a primary sanctions standard, or (b) located, organized, or resident in a country or territory that is the subject of comprehensive U.S. sanctions.
- Grantee further agrees that no grant funds will be used, directly or indirectly, to benefit or facilitate any transaction or activity with any person or entity identified on any U.S. sanctions list or in violation of any U.S. sanctions, embargoes, or export control laws and regulations. Grantee shall promptly notify Grantor in writing if it becomes aware of any breach of this provision or any change in its status with respect to U.S. sanctions laws. Grantee shall certify its continued compliance with this Section 5.2.4 as part of each required grant report. Grantor reserves the right to conduct OFAC screening of Grantee and its key personnel at any time during the grant period.

6. Reversion of Funds

6.1 Termination for Cause. Grantor may terminate this Agreement immediately upon written notice if: (a) Grantee commits a material breach of this Agreement; (b) Grantee loses or fails to maintain its tax-exempt status (if applicable); (c) Grantee engages in illegal activities or violates Section 5.2.4; (d) Grantee becomes insolvent, files for bankruptcy, or is unable to continue operations; or (e) Grantee makes a material misrepresentation in connection with the grant. Except for breaches involving misuse of funds, illegal activities, or violations of Section 5.2.4, Grantor shall provide Grantee with written notice of the breach and thirty (30) days to cure before termination becomes effective.

6.2 Termination for Convenience. Grantor may terminate this Agreement for any reason upon sixty (60) days' prior written notice to Grantee. In the event of termination for convenience, Grantee shall be entitled to retain grant funds properly expended prior to the effective date of termination in accordance with the approved budget and this Agreement.

- 6.3 Reversion of Funds. In addition to amounts returnable upon termination, grant funds must be returned if: There is a material breach of this Agreement by Grantee. For purposes of this Agreement, "material breach" includes, without limitation: (i) failure to submit required reports within thirty (30) days of the due date; (ii) misuse of grant funds; (iii) violation of any restriction set forth in Section 5.2; (iv) loss or change of tax-exempt status (if applicable); (v) violation of applicable law; or (vi) any material misrepresentation in the Application or under this Agreement. For any breach other than misuse of funds, illegal activities, or violation of Section 5.2.4, Grantor will provide reasonable notice and an opportunity to cure within thirty (30) days.
- Funds are not used to carry out the approved project
- Funds are used improperly
- The project becomes unfeasible or is discontinued.

7. Maintaining Records for Review

7.1 Grantee Responsibility for Records and Expenditures

Grantee must maintain financial records consistent with generally accepted accounting practices for at least seven (7) years

7.2 Review of Grant Activity

Grantor may conduct reviews through reports, meetings, site visits, or other reasonable means.

7.3 Audit Rights

Grantor may request reasonable access to records for compliance verification.

8. Communications

8.1 Communication of Challenges

Grantee is encouraged to communicate promptly about challenges or changes impacting grant performance. The Foundation values transparency, trust, and continuous learning. The Grantor team is committed to supporting the Grantee throughout the project.

8.2 Public Communications & Recognition

8.2.1 Grantor Recognition

Any public announcement or recognition, whether through press releases, print or digital publications, social media, or use of the Foundation's name or logo, requires prior approval from the Foundation.

8.2.2 Grantee Recognition

Grantor may reference the award and project details in its own public materials.

9. Intellectual Property & Deliverables

9.1 IP Ownership

Except as otherwise expressly provided in this Agreement, the Grantee shall retain all right, title, and interest in and to any intellectual property, materials, or deliverables developed, created, or produced with grant funds under this Agreement ("Grant-Funded Materials"). Notwithstanding the foregoing, the Grantee hereby grants to the Grantor a nonexclusive, royalty-free, perpetual, and irrevocable license to use, reproduce, display, distribute, and otherwise utilize the Grant-Funded Materials for the Grantor's charitable, reporting, and archival purposes, in any medium now known or hereafter developed. This license shall not limit the Grantee's own use or disposition of the Grant-Funded Materials.

9.2 Access to Grant-Funded Materials

Grant-funded materials will be made available to Grantor upon request.

9.3 Data Sharing and Privacy

Data sharing must comply with all applicable privacy, ethical, and security obligations.

10. Limit of Commitment

The Grantor's support is limited to the terms of this Agreement, and the Grantor is not obligated to provide any additional or future funding beyond the terms set forth herein. The relationship of the parties is that of independent, nonexclusive contracting parties. Nothing in this Agreement creates any partnership, joint venture, fiduciary, employment, or agency relationship between the parties. Neither party has authority to bind or obligate the other in any manner. There are no third-party beneficiaries of this Agreement, and no person other than the parties may enforce any provision of this Agreement.

11. Indemnification

Grantee shall defend, indemnify, and hold harmless Grantor, its officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and the cost of Grantor personnel time) brought against, paid, or incurred by Grantor at any time and in any way arising out of or relating to: (a) Grantee's activities under this Agreement; (b) any breach of this Agreement by Grantee; (c) any negligent or wrongful act or omission of Grantee or its agents, employees, or subcontractors; or (d) any misrepresentation by Grantee, except to the extent finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Grantor. Upon notice of any claim, Grantor shall promptly notify Grantee, and Grantee shall assume the defense of such claim at Grantee's sole expense, provided that Grantor may participate in the defense with counsel of its own choosing at Grantee's expense if Grantor reasonably determines that a conflict of interest exists. Grantee shall not settle any claim without Grantor's prior written consent, which shall not be unreasonably withheld. IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF LIABILITY. GRANTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED TO GRANTEE.

Grantee shall maintain, at its own expense, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Grantee shall provide Grantor with a certificate of insurance evidencing such coverage upon request and prior to disbursement of any grant funds. Grantee shall provide Grantor with at least thirty (30) days' prior written notice of any cancellation or material modification of such insurance.

12. Amendments

This Agreement, including, the Grantee's approved proposal and budget referenced herein, and any addenda expressly incorporated by reference constitutes the entire agreement between the parties with respect to the grant described in this Agreement and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications, whether oral or written, relating to its subject matter. Any amendment must be approved by the Grantor in writing.

13. Signatures

Grantor

Name:

Title:

Signature:

Date:

Grantee

Name:

Title:

Signature:

Date: