**DELTA SIGMA PHI FOUNDATION GRANT AWARD AGREEMENT**

THIS GRANT AWARD AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 201\_, by and between The Delta Sigma Phi Foundation (“Foundation”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”).

**WHEREAS**, Grantee has submitted a proposal to Foundation received on \_\_\_\_\_ \_\_\_, 201\_ (the “Proposal”) to fund the project described therein (the “Project”); and **WHEREAS**, Foundation agrees to make a grant to Grantee for $\_\_\_\_\_\_\_\_ to fund the Project, subject to the terms and conditions set forth herein (the “Grant”).

**NOW, THEREFORE,** the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Proposal, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited therein. Any variations in the Project or the use of Grant funds described in the Proposal requires the advance written approval of the Foundation.
2. Project Period. The Project has been approved for a period of ­­\_\_\_\_ months beginning \_\_\_\_\_\_\_\_\_\_ \_\_, 201\_ and ending on \_\_\_\_\_\_\_\_\_\_ \_\_, 201\_ (the “Project Period”).

Should the Grantee desire to extend the duration of the Project Period, the Grantee shall submit a written request to the Foundation no later than 60 days prior to the Project Period end date. If the Foundation approves the extension, both parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase of funding.

1. Expenditures. All expenditures of Grant funds by the Grantee must be spent within the Project Period and must be consistent with the project budget (if required) as set forth in the Proposal (the “Project Budget”) and as approved by the Foundation, a copy of which is attached hereto as Attachment B.

Any deviation from the Project Budget, such as under-spending or over-spending Grant funds requires prior written approval of the Foundation and may require an amendment to this Agreement, at the discretion of the Foundation. Deviations from the Project Budget are not authorized retroactively.

1. Distribution Schedule. The Foundation will disburse Grant funds according to the following schedule, contingent on receipt and approval of the Grant.

Amount On or about

The Disbursement Schedule provides for a disbursement of \_\_\_% of Grant funds upon receipt and acceptance of the Foundation.

The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

1. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately by the Grantee for ease of reference and verification.
2. Foundation Right to Review and Evaluate. The Foundation may review and conduct an evaluation of the Project funded by this grant, which may include one or more visits from Foundation personnel and review financial or other records and materials connected with activities funded by this Grant. All financial and records relating to the Project shall be made available at the Grantee’s regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. The grantee will receive notice of the Foundation’s review findings and shall, at the discretion of the Foundation, be given an opportunity to correct any non-compliance issues.
3. Maintaining tax status. If applicable, the Grantee shall maintain the Internal Revenue Service (IRS) tax code status it represented to the Foundation that it had when submitting the Proposal throughout the duration of the Project Period unless otherwise stated by the Foundation. The Grantee, if applicable, shall remain in good standing with the state in which it is registered.
4. Foundation’s Right to Return of Funds or Property. If applicable, any Foundation funds not used by the Grantee for the purposes of the Project as approved in the Project Budget remain the property of the Foundation and shall be promptly returned to the Foundation at the conclusion of the Project Period. Nothing contained in this paragraph shall limit or prevent the Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.
5. Publicity. All publicity associated with the Project must clearly identify The Delta Sigma Phi Foundation as a funding source using the following statement:

“Funding for this project was provided [“in whole” or “in part”] by The Delta Sigma Phi Foundation. The Delta Sigma Phi Foundation is a 501(c)(3) organization whose mission is to raise, invest and manage money for leadership and educational programs that support Delta Sigma Phi undergraduate chapters and individual members.”

1. Termination of Grant by the Foundation. The Foundation, in its sole discretion, may terminate this agreement and permanently withhold the payment of all or a portion of the Grants funds if: (a) the Foundation is not satisfied with the quality of the Grantee’s work of the progress toward achieving the objectives of the Project.; (b) the Foundation determines that the Grantee is incapable of completing the Project; (c) the Grantee fails to meet the conditions set forth in this Agreement and the Proposal; (d) the Grantee’s federal income tax status changes (if applicable); or (e) the Grantee dissolves.

The Foundation may have based its decision to fund this Project on the qualifications of specific individuals named by the Grantee as responsible for carrying out the Project work outlined herein. In the event these named individuals are no longer involved in completing the work for any reason, the Foundation reserves the sole right to terminate the Project if it believes replacement staff proposed by the Grantee cannot complete the Project in a timely fashion or in an acceptable manner.

If the Grant is terminated prior to the end of the Project Period, the Grantee shall: (a) provide the Foundation with a full accounting of the receipt and disbursement of the Grant funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination, and (c) repay to the Foundation an amount equal to the value of any Grant Funded Property less the value of that portion of the Grant Funded Property’s useful life during which it was used for the purposes of the

Grant.

1. Relationship of Parties. The Foundation and the Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that the Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.
2. Indemnification. The Foundation is a funding source only and does not participate in or direct any of the activities or services of the Grantee. Accordingly, the Grantee understands and agrees that the Foundation, its directors, officers, employees, and agents will not be liable for any of the Grantee’s contracts, torts, or other acts or omissions, or those by the Grantee’s directors, officers, members, employees, of funded-activity participants. The grantee understands and agrees that the Foundation’s insurance policies do not extend to or protect the Grantee nor the Grantee’s directors, officers, members, staff, or funded-activity partners. The grantee understands and agrees that the Foundation will not provide any legal defense for the Grantee or any such person(s) in the event of any claim against any or all of them. Unless prohibited by law, the Grantee shall indemnify and hold the Foundation, its directors, officers, employees, and agents harmless from all liability, including but not limited to the costs of defense from the contracts, torts, or other acts or omissions of the Grantee, its employees, directors, officers, employees, or other funded activity partners in any way connected with any activity of the Grantee including, but not limited to, the funded activity.
3. Authority and Validity. Each individual executing this agreement, where applicable, on behalf of the Grantee warrants that he has full power and authority to execute this agreement on behalf of such organization. Further, the Grantee warrants that the board of directors (or similar entity) has taken all action required by the law, the Grantee’s Articles of Incorporation, Bylaws, or other governing documents in order to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. The grantee further warrants that this agreement constitutes the valid and binding obligation of the Grantee, enforceable in accordance with its terms.
4. Nondiscrimination. The grantee agrees that in providing services under the Project, the Grantee will not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services, except in instances when the criteria is a stated condition of admission to the Project and is so disclosed in the Proposal.
5. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.
6. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes described in Section 501(c)(3) and will not be used to carry on propaganda, or otherwise attempting to influence legislation (except as permitted under Section 501), or to participate in any political campaign on behalf of any candidate for office.
7. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supersede all previous related understandings, written, or oral agreements between the parties.
8. Amendment. Unless otherwise permitted herein, any alteration(s) in the terms of this agreement must be in written form and must be signed by both the Foundation and the Grantee.
9. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Indiana. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, will be settled by binding arbitration in accordance with the rules of the American Arbitration Association, to the extent the rules do not conflict with any provision of this paragraph. Any arbitration will be held in Indianapolis, Indiana before a single arbitrator selected in accordance with the rules. Each party will bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of any arbitration under this paragraph. Any award, order or judgment pursuant to arbitration under this paragraph will be deemed final and binding and may be entered and enforced in any state or federal court of competent jurisdiction. Grantee and Foundation submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order or judgment.
10. Gender and Number. Masculine pronouns include the feminine as well as neutral genders, and all singular shall include the plural, unless otherwise indicated by context.
11. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

<<Grantee Organization Name>>

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<<Name>>

<<Title>>

The Delta Sigma Phi Foundation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patrick Jessee

Executive Director

Attachments to Agreement:

1. Grant Proposal
2. Grant Budget