**RAPID RESPONSE GRANT AGREEMENT TEMPLATE & SUGGESTED PROCESS**

Upon applicant review and approval, intermediary will generate and distribute to awardee a single documentation package. The proposed documents contained in that package should alleviate some process points, please be sure that the cover letter to the document provides clear information and instructions regarding the contained documents – what they are and why they are important. Let awardees know that funds cannot be released until these documents have been received.

Award Documentation Package:

* Cover letter – State grant approval and award amount. Detail what documentation follows and why it is important. Provide clear instructions for how to fill out the documents and the method to return them. Be aware, people may not have access to a printer or scanner, so offer advice on additional options (Docusign is a free online service). Set clear expectations on when you expect the documentation back.
* Grant agreement – Advise people to read the legal document thoroughly, it outlines requirements and expectations. They need to sign and return for the intermediary to also execute, there are no funding obligations until this document is signed by both parties.
* W9 & ACH information – These documents are typically required to set up organizations as vendors in order to receive payments, check with your billing department to ensure these are the appropriate and only documents you require – make sure you handle this information securely as it contains social security and banking details. Let the awardee know what you need the information for and how you will keep it secure.

**DISCLOSURE STATEMENT: This legal and contractual document is provided as a sample only for use between intermediary agency and approved HBCC. This document is streamlined in order to meet the current circumstances of the COVID-19 crisis and should be further modified to meet the needs of the intermediary and funder organizations. This document will need to be reviewed and approved by your own legal counsel and modified to fit your specific situation and state and local law as may be applicable.**

**We give no assurances and make no representations as to the sufficiency (legal or otherwise) of any form documents.**

GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”), and INTERMEDIARY, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (together with its successors and assigns, “Grantor”).

RECITALS

1. Grantee operates a \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Facility”) located at \_\_\_\_\_\_\_\_\_\_\_ (the “Property”).
2. Grantor is the administrator of certain philanthropic funds that are to be used to help alleviate negative economic impacts on businesses like that operated by Grantee and caused by COVID-19.
3. Grantee has submitted an application and supporting information and documents (collectively, the “Grant Application”) to Grantor, and based on the Grant Application, Grantor has agreed to award funds to Grantee in the form of a grant, to be used to support operations of the Facility, as further set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Grantor hereby awards to Grantee a grant in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_ (the “Grant”). Grant proceeds shall be used by Grantee solely for the following uses in connection with the Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Required Use”). Grantee covenants and agrees to use the Grant for the Required Use and for no other purpose.
2. The Grant proceeds will be disbursed to Grantee in a single disbursement upon Grantor’s receipt of the following, unless otherwise waived by Grantor:
	1. Grantor shall have received a copy of this Agreement signed by Grantee;
	2. Grantor shall have received a completed IRS Form W-9 signed by Grantee;
	3. Grantor shall have received a completed ACH Agreement or such other or additional documentation and information as Grantor may require to allow for electronic transmission of Grant funds to Grantee;
	4. The representations, warranties and certifications set forth in this Agreement shall be true, correct and complete in all material respects.
3. Grantee hereby represents and warrants that:
	1. If Grantee is an entity, it has been duly formed and is in good standing in the state of its formation.
	2. Grantee has complied, and will comply, with any and all laws and regulations concerning the operation of the Facility, and Grantee has the right and power to own or lease the Property, as applicable, and is properly licensed to operate the Facility.
	3. Grantee has filed all necessary tax returns and reports and has either paid all taxes and governmental charges thereby shown to be owing or has entered into a payment plan that has been disclosed to Grantor.
	4. All of the information contained in the Application and all supporting documents and information provided in connection with the Application are true, correct and complete in all material respects.
	5. Grantee is current on its payroll, or states in application that grant funds will be used to meet payroll needs.
4. Grantee shall keep and maintain accurate books of record and account in which full and correct entries will be made relating to the business and affairs of the Facility and the Property, and Grantee will permit such books to be inspected and copied by Grantor upon request from time to time. Promptly following Grantor’s request from time to time, Grantee shall provide Grantor with federal tax returns filed by Grantee and such other information as Grantor may reasonably request. In addition, upon request by Grantor, Grantee shall promptly provide copies of invoices, receipts, cancelled checks, or other evidence satisfactory to Grantor verifying that the Grant funds were used for the Required Use.
5. Grantee shall carry and maintain insurance with companies satisfactory to Grantor, in such amounts and against such risks as are usually carried by similar businesses and by owners of similar property in the same general area, as determined by Grantor in its reasonable discretion. Grantee shall provide evidence of insurance promptly following Grantor’s request therefor from time to time.
6. Grantee agrees to share relevant operational, programmatic and outcome data with Grantor, in compliance with all relevant laws and regulations, and Grantee acknowledges and agrees that Grantor may be required, or may elect, to share such data with its funders.
7. Grantee agrees to indemnify and hold Grantor harmless from and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations and costs or expenses, including litigation costs and reasonable attorneys’ fees, arising from or in any way connected with this Agreement, the making of the Grant and the operation of the Facility.
8. This Agreement, and its validity, enforcement and interpretation, shall be governed by the laws of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (without regard to any conflict of laws principles) and applicable United States federal law.
9. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax, PDF, or other electronic means acceptable to Grantor and that the parties may rely on a signature so delivered as an original.
10. [ANY OTHER REQUIREMENTS DEEMED NECESSARY BY FUNDING ENTITY SUCH AS EQUAL OPPORTUNITY LANGUAGE, ETC.]

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement under seal as of the day and year first above written.

GRANTEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name:

Title:

GRANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name:

Title: