



AGREEMENT FOR PARTICIPATION IN THE KELLOGG TWENTY-FIVE YEAR EMPLOYEES FUND GRANT PROGRAM

This **Agreement** effective as of the date of submission of the grant application ("Effective Date") contains the Terms and Conditions agreed to and accepted by the undersigned Senior Nutrition Program ("Grantee") for participation in the Kellogg Twenty-Five Year Employees Fund Grant Program ("Program") administered by Meals on Wheels America ("Association").

PROGRAM PURPOSES

A Program Grant Award will be made to selected Members for an amount to be determined by the Association for the purposes outlined in more detail in the Kellogg Twenty-Five Year Employees Fund Grant Program Request for Proposals sent to Grantee ("RFP") and in Grantee's application in response to the RFP, as approved by Association.

PROGRAM GRANT AWARD TERMS AND CONDITIONS

Grantee hereby accepts and agrees to the Program Grant Award in the amount specified by the Association and for the specific purposes approved by the Association ("Project"), and further, accepts and agrees to, and where applicable, certifies that it meets, the following terms and conditions:

- A. Grantee understands and accepts that Grant funds awarded from the Program shall be distributed in two disbursements. Half (50%) of the Grant Award will be disbursed following Grantee's acceptance and approval of this Agreement on the Association's online grant system (or as otherwise required to be submitted to Association), and half (50%) will be disbursed when the Grantee completes the Project for which the Grant Award has been made (including any other requirements imposed by the Association) and submits to the Association, and the Association approves, a Final Report outlining the expenditure of Program Grant Funds. Documentation supporting all expenditures will be required with the submission of all reports. The Final Report will be due:
 - 1) when Grantee has enough data to report on the actual impact of the Grant compared to the Grant proposal;
 - 2) within ninety (90) days of completing expenditures; and,
 - 3) no later than September 30, 2015 (unless extended by Association).
- B. Grant funds will only be disbursed to Grantees that have expended funds in a manner consistent with, and only for the purposes described, in Grantee's response to the RFP as submitted to and approved by the Association. Funds may not be used for any other purpose other than as approved by the Association.

- C. Grantee shall at all times during the term of this Agreement be a General Member of the Association in good standing.
- D. Grantee agrees to submit this executed Agreement and the Final Report required hereunder to Keith Greene, Chief Membership Officer, by filing on Association's online grants management system or by such other means as approved by Mr. Greene. All questions regarding this Grant Program shall be submitted to Mr. Greene at grants@mealsonwheelsamerica.org. All reports and documentation submitted to the Association shall become the property of the Association, and because information relating to Grantee's Project may be made public, the Association requires that the narrative portions of Grantee's Final Report be drafted without confidential information. The Association reserves the right to seek supplemental information for any Report.
- E. Grantee agrees to participate in conference calls of Grantees to update progress on the Program as may be called by the Association.
- F. Grantee shall meet deadlines as provided for herein.
- G. If the purchase of any equipment or services is anticipated, Grantee shall make an assessment of whether the use of the Association's group purchasing service would offer favorable pricing for such equipment or services being purchased with Program Grant funds (Grantee may be required to register to participate in the Association's group purchasing program; please contact grants@mealsonwheelsamerica.org for more information). Grantee is not required to use the Association's group purchasing services); however, Grantee acknowledges that if it chooses to pay a higher price for its purchase(s) from a vendor other than through a group purchasing vendor, the Association may elect to only provide Grant funds in an amount equal to the lowest price for such purchase. Any savings accrue to the Grantee.

SATISFACTORY PERFORMANCE AND VIOLATION OF TERMS OR CONDITIONS

The Association reserves the right to withhold a future disbursement (and to seek recovery of previously disbursed funds) and/or terminate the participation of a Grantee in the Program if, in the Association's sole discretion, Grantee fails to:

- A. Satisfactorily or consistently perform its obligations under this Agreement, Grant Award or the RFP, including but not limited to failing to meet deadlines or failing to provide sufficient reports when due;
- B. Adhere to the terms and conditions contained in this Agreement;
- C. Use funds in a manner consistent with this Agreement, the Project or Program or for the purposes approved by the Association;

- D. Uphold the ethical standards applicable to Meals on Wheels Member programs generally; or,
- E. Cure a breach of such terms or conditions in a reasonable time following notice by the Association.

If any of these circumstances arise or come to the attention of the Association following the disbursement of Grant funds, Grantee agrees to refund to the Association upon request any and all Program Grant funds provided to it by the Association. If Grantee fails to refund such funds to the Association as may be requested by the Association, the Association shall seek to recover such funds through all means available to it. This Section shall survive the termination of this Agreement.

GRANT PERIOD TERM AND TERMINATION

The term of this Agreement and the Grant Award hereunder shall begin on the Effective Date specified above and end when the activities associated with Grantee's Project are completed, but no later than October 31, 2014 (subject to final approval by Association) unless extended by the Association or sooner terminated for reasons as provided for in Section 3. If Grantee terminates its participation in the Grant Program prematurely, then all funds provided by Association to Grantee shall be returned to the Association.

USE OF FUNDS; PROGRAM GRANT AWARD MODIFICATIONS

Grantee shall use the full amount of the Grant funding only for the purposes set forth in this Agreement, Grant Award or the RFP. The Grantee agrees not to use any portion of the Grant or any income derived from the Grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, as amended ("Code");
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- D. To provide a grant to any other organization without prior written approval of the Association; or
- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin,

religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

If a Program Grant Award amount is different from the amount requested by Grantee in its proposal, Grantee may be required to submit to the Association a revised budget using the same format as the previously submitted budget and to make such other changes to the proposal as requested by the Association.

IDENTIFICATION OF GRANT MANAGER; MONITORING AND NOTIFICATIONS OF CHANGES

Grantee shall identify a Grant Manager for the Project and submit all contact information for that Grant Manager to Keith Greene at grants@mealsonwheelsamerica.org. Activities and results will be monitored through regular contacts between the Grant Manager and the Association. Grantee shall notify the Association of any changes that may affect the status of the Project, including changes in Grant Manager, other staffing or Project plan changes, through email at grants@mealsonwheelsamerica.org.

FINANCIAL RECORDS

Grantee agrees to maintain financial records of expenditures of Grant Award funds for a period not less than three years and respond to inquiries and/or provide an accounting of the use of such funds if requested by the Association. This Section shall survive the term of this Agreement.

SAVINGS CLAUSE, INDEPENDENT ACTIONS AND INTELLECTUAL PROPERTY

Any other requirements imposed on Grantee specified in the RFP or in communications from the Association are hereby incorporated by reference in this Agreement. Any Project activities undertaken by the Grantee shall be considered to be done on an independent basis and the Association shall assume no responsibility and liability whatsoever for such activities. Any intellectual property, including new processes, data, publications or findings created or derived as a result of this Grant Award shall be the property of the Association, and cannot be sold or otherwise used for pecuniary gain by Grantee without the advance written consent of the Association.

The individual executing this Agreement shall be the Executive Director, President or CEO of Grantee Senior Nutrition Program identified below. Such individual represents and warrants that the Grantee is a Member of Meals on Wheels America in good standing and that he/she has authority to execute this Agreement on behalf of the Grantee. By signing below, the Grantee organization agrees to be bound to this Agreement and all of the terms and conditions for the Program and the Grant Award as contained herein as of the Effective Date.