



AGREEMENT FOR PARTICIPATION IN THE MEALS ON WHEELS LOVES PETS GRANT PROGRAM

This Agreement (the “**Agreement**”) between Meals on Wheels America (“**Association**”) and the undersigned Senior Nutrition Program (“**Organization**” or “**Grantee**”), with the **Effective Date** of April 26, 2021, contains the Terms and Conditions agreed to and accepted by the undersigned Organization for participation in the Meals on Wheels Loves Pets Grant program (“**Program**” or “**Fund**”) administered by the Association, and to receive a grant from the Fund. The purpose of the Agreement is to provide terms and conditions for eligibility for, and requirements of receiving and use of, a grant from the Fund (“**Grant**”).

PROGRAM PURPOSES

A Program Grant Award ("Grant" or "Grant Award") is being made to Grantee in an amount determined by the Association for the purposes outlined in more detail in this Agreement, in the 2021 Meals on Wheels Loves Pets Grant Application ("Application") and in Grantee's response to the application. The Meals on Wheels Loves Pets Grant Program is underwritten by PetSmart Charities.

TERMS AND CONDITIONS OF PARTICIPATION

Submitting the Application for Assistance Form for a Meals on Wheels Loves Pets Grant indicates that the Organization identified on the Application for Assistance Form agrees to and will abide by the following Terms and Conditions:

- A. The Organization shall meet all of the following eligibility requirements, have completed an Application for Assistance Form and have submitted it to the Association no later than **Monday, May 24, 2021**, before a Meals on Wheels Loves Pets Grant may be made:
 - a. The Organization shall be a Member of Meals on Wheels America in good standing and remain in good standing through at least December 31, 2022.
 - b. It shall have an active nonprofit or government tax status.
 - c. It shall demonstrate a clear plan for utilizing funds to expand the organization's services, and the proposed project budget for the requested grant, as stated in the Application.
 - d. It shall provide evidence of the current [Meals on Wheels America Member Badge](#) (or [licensed local version of the national brand](#)) displayed on your organization's website.
 - e. The Organization shall comply with the terms and conditions stated herein, and any other terms that may be contained in the application.
- B. Grantee must expend all Program Grant funds by Friday, July 1, 2022 in order to meet the reporting deadlines provided for in Section C; Program Grant funds may be expended only for such purposes as outlined below.



- C. Grantee shall submit a written report to Association including a narrative description of how the grant funds were spent (“**Report**”). Documentation supporting all completed expenditures will be required with the submission of all reports. The Final Report will be due:
- a. when Grantee has enough data to report on the actual impact of the Grant as outlined in the Grant application; or
 - b. within fourteen (14) days of completing expenditures.

In no event shall the Final Report be submitted later than 5:00 p.m. Eastern Time, Friday, July 15, 2022 (unless extended by Association).

- D. The participating Organization understands, acknowledges and agrees, that: a) assistance from the Meals on Wheels Loves Pets Grant is designed to be short-term and is subject to underwriting and approvals by the Meals on Wheels Loves Pets Grant Review Committee, b) the Meals on Wheels Loves Pets Grant Review Committee may impose additional or different terms and conditions; and, c) there is no guarantee that a grant will be distributed to Organization.
- E. If a Grant is awarded to Organization, it may be distributed in one or more disbursement(s).
- F. Organization’s acceptance of this Agreement is a prerequisite to receiving a Grant. Grant funds may be used for legitimate programmatic purposes not inconsistent with this Agreement or the Application to support the Organization’s maintenance of existing pet programs, launching of new pet programs, capacity building, or expansion of pet program services offered including access to veterinary care.
- G. Grant funds may be used for basic pet food & supplies (e.g., cat litter, carriers, leashes, crates, storage), capacity building (e.g., volunteer recruitment and retention), veterinary care (e.g., preventative, emergency, and sick care), transportation support and development (e.g., delivery and transport for pet care), other pet services (e.g., pet grooming, boarding, walking).
- H. Grant funds may not be used for pet adoptions or for as-needed emergency funds (i.e., a pool of funds set aside for urgent needs, but without a specific plan for use).
- I. Up to ten percent (10%) of funds may be used for general administrative costs and/or operating expenses, which may include: fundraising, marketing, office expenditures (supplies, rent, utilities), salaries, taxes, travel expenditures, and/or volunteer background checks.



- J. Grant funds will only be disbursed to Grantees who agree to expend the funds in a manner consistent with, and only for the purposes described, in this Agreement and in Grantee's response to the Application as submitted to and approved by the Association. Funds may not be used for any other purpose other than as approved by the Association.
- K. The decision to award a Grant to Organization, and the amount of such Grant, is that of the Fund Review Committee and is final and uncontestable.
- L. Organization agrees to submit and file this executed Agreement, the Report and all other applicable documents on Association's online grants management system or by such other means as approved by the Association. All questions regarding this Meals on Wheels Loves Pets Grant shall be submitted to grants@mealsonwheelsamerica.org. The Association grants a license to Organization for the use of the Association's online grant management system solely for the purposes of compliance with this Agreement. By using the online grant system, Organization certifies its compliance with the terms and conditions applicable to its use.
- M. All reports and documentation submitted to the Association shall become the property of the Association to be used as it deems appropriate without further approvals from Grantee, and because information relating to Grantee's Project may be made public, the Association requires that the narrative portions of Grantee's Final Reports be drafted without confidential information. The Association reserves the right to seek supplemental information for any Report.
- N. Grantee agrees to participate in conference calls of Grantees to update progress on the Program as may be called by the Association.
- O. Grantee shall meet deadlines as provided for herein
- P. 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 an Association 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 seek recovery of a previously disbursed Meals on Wheels Loves Pets Grant and/or terminate the participation of an Organization in the Meals on Wheels Loves Pets program if, in the Association's sole discretion, Organization fails to:

- A. Adhere to the terms and conditions contained in this Agreement;
- B. Satisfactorily or consistently perform its obligations under this Agreement, Grant Award or the Application, including but not limited to failing to meet deadlines or failing to provide sufficient reports when due;
- C. Uphold the ethical standards applicable to Association Member programs generally; or,
- D. Use funds in a manner consistent with this Agreement, the Application, the Project or Program or for the purposes approved by the Association;
- 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 and the Association decides to terminate the Agreement, Organization agrees to refund to the Association upon request any and all Grant funds provided to it by the Association. If Organization 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.

TERM

The Term of the Meals on Wheels Loves Pets Grant Program and these terms and conditions shall be from the Effective Date first stated above through and including December 31, 2022, unless otherwise stated herein. The Term may be extended unilaterally by the Association.

USE OF GRANT FUNDS

Organization shall use the full amount of the Grant funding only for the purposes set forth in this Agreement. The Organization agrees not to use any portion of the funds or any income derived from the funds 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 Organization 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

If required by Association, Grantee shall identify a Grant Manager for the Project and submit all contact information for that Grant Manager to the Association through its online grants management system or to 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.

PUBLIC DISCLOSURE, PUBLIC PRESENTATION AND MATERIALS

Organization hereby permits the Association to disclose Organization’s name, Grant amount, and Grant information or other materials contained in the Report in public communications without advance notification to Organization. Organization agrees that any public announcement regarding the Grant award, or any use of the Association’s name in a press release or related disclosure by Organization shall be approved by the Association in advance. Grantee agrees that it shall make no public announcement regarding the Grant Award or use the Association's or PetSmart Charities' name in a press release or



related disclosure without the advance approval of the Association and PetSmart Charities. Association may ask selected Organization to make a public presentation about their outreach and engagement activities, and the use of their Grant. Because information relating to Organization's project may be made public, the Association requires that the narrative portions of Organization's Reports be drafted without confidential information. Further, if applicable, Organization, for itself and for the Association, shall obtain valid photography/videography releases from any individuals appearing in any photographs or videos submitted to the Association. This Section shall survive the term of this Agreement.

INDEMNIFICATION

To the extent provided by law, Organization agrees to indemnify, defend and hold harmless the Association and PetSmart Charities from and against any and all loss, claims, costs, liability, actions, duties, obligations, or expenses (including, without limitation, attorneys', consultants', and expert witness fees) arising out of or related to Organization's participation in the Fund Grant program, the default or breach of this Agreement, or the negligence or misconduct of Organization relating to or resulting from the use of the Grant. This Section survive the term of this Agreement.

MODIFICATIONS TO THIS AGREEMENT

The Association reserves the right to modify and amend this Agreement and terms and conditions at any time. The Association will seek, but is not required, to notify Organization of any amendments to this Agreement; it is the Organization's obligation to access and review the terms and conditions contained in this Agreement that may be in affect at any given time.

SAVINGS CLAUSE, INDEPENDENT ACTIONS AND INTELLECTUAL PROPERTY

Any other requirements imposed on Organization specified in communications from the Association are hereby incorporated by reference in this Agreement. Any portion of this Agreement that is held invalid does not invalidate any other sections of it. Any Grant fund activities undertaken by Organization shall be considered to be done on an independent basis and the Association shall assume no responsibility and liability whatsoever for such activities. All intellectual property, including but not limited to this Agreement, the Report(s), and the grants management system, as well as any new processes, data, publications or findings created or derived as a result of this Grant, is or shall become the property of the Association, and cannot be sold or otherwise used for pecuniary gain by Organization without the advance written consent of the Association. All uses of the Association's name and logo shall be subject to prior approval of the Association, shall be undertaken in a manner consistent with the guidelines or directions of the Association as the granting party, and shall inure to the benefit of the Association.

ELECTRONIC AGREEMENT AND SIGNATURE

Organization acknowledges and agrees that it consents to the use of electronic communications in connection with this transaction, that such consent has not been withdrawn, that such use is subject to the Federal Electronic Signature in Global and National Commerce Act, and that the Parties intend that



the Act applies to the fullest extent possible to validate the agreement contemplated herein and the Parties' ability to enter into this agreement by electronic means. Organization specifically acknowledges and agrees that any electronic signatures that Organization provides through this online process are valid and enforceable as its legal signature, and that Organization's electronic signature will legally bind it to the terms and conditions contained in this document just as if it had been physically signed with a pen. Association reserves the right, in its sole discretion, to terminate or change the terms and conditions by which it provides electronic communications and will provide Organization with notice of any termination or change as required by law. Organization may request at no charge a paper copy of these terms and conditions and the name of the signatory, and the date signed, and further, may withdraw its consent to this electronically-signed Agreement and the electronic signature at any time by notifying Association at 703-548-5558. Association will provide Organization with notice of any termination or change as required by law. Withdrawal of Organization's electronic signature terminates this Agreement immediately and the provisions of the Agreement Term and Termination Section above shall go into effect.

The individual executing this Agreement shall be, or shall act on behalf of, the Executive Director, President or CEO of Organization Senior Nutrition Program identified below. Such individual represents and warrants that his/her Senior Nutrition Program 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 Organization. The Organization shall be bound to this Agreement and all of the terms and conditions for the Meals on Wheels Loves Pets Grant program as contained herein or in other communications from the Association.