



THE DANIEL RUDD FUND 2018 GRANT AGREEMENT

This Daniel Rudd Fund Grant Agreement (this “Agreement”) is entered into between the Daniel Rudd Fund (“Grantor”) and **Applicant Name** (“Grantee”) at **Organization Name, Street Address, City, State, Zip Code**.

RECITALS

A. Grantee submitted an application to receive a Daniel Rudd Fund (DRF) grant sponsored by The National Black Catholic Congress (NBCC). Grantee will use the DRF Grant of **\$##,###.00** in support of **Program Name**.

B. Grantor is a private foundation within the meaning of Internal Revenue Code Section 501(c)(3) and Grantor has selected Grantee as a recipient of a DRF grant on (**Date Grants Awarded**).

AGREEMENT

1. PURPOSE. Grantee agrees to use the Grant funds only for the purpose of developing and implementing the program, in accordance with Grantee’s application for the Grant, attached hereto as Exhibit A. Grantee further agrees to use the funds only for charitable purposes as described in Section 170(c)(2)(B) of the Internal Revenue Code of 1986 (the “Code”), or any successor provision thereto, and equivalent provisions of applicable state law, and not to use the funds in violation of the provisions of the Code governing grantees of private foundations.

2. FUND RAISING. No funds awarded through this Grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms.

3. EVALUATION. Grantor may, at its expense, conduct an evaluation of operations under this Grant, which may include visits by representatives of Grantor to observe Grantee’s program procedures and operations and to discuss the Grant with Grantee.

4. ACCOUNTING AND FINANCIAL REVIEW. A complete and accurate record of the funds received and expenses incurred under this Grant must be maintained by Grantee and submitted to Grantor in accordance with the Report Schedule described in Paragraph 8 below.

5. REQUIREMENTS ON USE OF FUNDS. Notwithstanding any other provision of this Agreement, Grantee will comply with the following requirements:

- a. To repay any portion of the amount granted to Grantor that is not used for the purposes described in this Agreement;

- b. To submit full and complete reports to Grantor as described herein;
- c. To maintain records of receipts and expenditures and to make its records available to Grantor at reasonable times; and
- d. Not to use any of the funds:
 - i. To carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Code Section 4945(d)(1));
 - ii. To influence the outcome of any specific public election, or to carry on directly or indirectly, any voter registration drive (within the meaning of Code Section 4945(d)(2)); or
 - iii. To undertake any activity for any purpose other than one specified in Code Section 170(c)(2)(B).
- e. Grantee shall immediately contact the Grantor if the following should occur:
 - i. Grantee is no longer overseeing the program; or
 - ii. Program will not take place.

Grantee's compliance with the foregoing requirements shall be a condition precedent to the disbursement of any funds under this Agreement.

6. ADDITIONAL SUPPORT. By making this Grant, Grantor assumes no obligation to provide other or additional support for Grantee. This Grant is not to be construed as establishing a precedent for further support of Grantee.

7. REPORTING. Grantor shall furnish to Grantee a Report Template (available in a digital format on the grant application website: <https://www.grantinterface.com/Home/Logon?urlkey=nbccongress>, or as a hard copy enclosed with this Agreement). The grant reporting schedule is listed on the last page of this Agreement. **Some grants will be disbursed in two parts**, with the initial disbursement made when this Agreement is signed and returned to the NBCC. The second disbursement will be made upon receipt of the Mid-Point Progress Report and Budget. If your organization is to receive two disbursements, it will be noted on the grant reporting schedule on the last page of this Agreement. If your organization is receiving one disbursement, you will receive all funds upon receipt of the signed Agreement by the NBCC. All grantees, upon completion of the program, are required to submit a final Grant Report to the NBCC. The final report should describe Grantee's accomplishments with respect to the Grant and a complete financial accounting of the Grant. Materials created for the program and photos of the event should be submitted via email (nbcc@nbccongress.org) or mail (NBCC, 320 Cathedral St., Baltimore, MD 21201). All materials and photos become the property of the NBCC, and may be used for development purposes.

8. FAILURE TO PERFORM. Grantee recognizes and agrees that in the event that any of the terms of this Agreement were not performed in accordance with their specific terms or were otherwise breached, immediate irreparable injury would be caused. It is accordingly agreed that in the event of a failure by Grantee to perform its obligations hereunder, at its sole election, Grantor will be entitled to a return of up to the entire Grant amount. Any failure by Grantee to perform its obligations hereunder may also cause Grantee to lose eligibility to apply for any further funding from Grantor under the Daniel Rudd Fund.

9. REVERSION OF GRANT. All or any portion of the Grant shall be returned to Grantor in the event such portion of the Grant is not expended or committed for the purposes authorized by Grantor. By written instrument only, Grantor may, upon written request from Grantee, authorize a modification in the disbursement of funds.

10. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire agreement between Grantor and Grantee. This Agreement may be modified only by written agreement of Grantor and Grantee.

11. APPLICABLE LAW. The Agreement will be construed and governed by the laws of the State of Maryland.

12. TAXES. Grant funds are taxable income and Grantor will report the disbursement of the Grant to the Internal Revenue Service. Grantees will be required to provide Social Security Numbers (in the case of individuals) or Employer Identification Numbers (in the case of entities). In the case of teams, Grantor will require Social Security Numbers from all team members, each to whom an equal portion of the Grant amount will be reported. Grantee is advised to consult with a tax advisor regarding the reporting and taxes related to receipt of the Grant.

13. BINDING AGREEMENT. This Agreement shall be binding and conclusive on the parties and their respective successors in interest and assigns.

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR:

THE DANIEL RUDD FUND

By: Valerie E. Washington
Valerie E. Washington, Executive Director

Date: _____

GRANTEE:

(Grantee Organization)

By: _____
(Grantee Name)

Date: _____

Reporting Schedule:

Grantee: Organization Name

Primary Contact: Applicant's Name

Program: Program Name

Program beginning date:

Program ending date:

Amount of disbursement: \$##,###.00

Disbursement date: Upon receipt of signed Grant Agreement

Mid-Point Progress Report and Budget due date: (Complete only if award amount is greater than \$2,000.00)

Second disbursement date: Upon receipt of the Mid-Point Progress Report and Budget

Final report and budget due date:

Failure to meet these reporting dates will result in forfeiture of the second disbursement of funds, disqualification from further DRF Application Cycles, legal action to recover disbursed funds, or a combination of any or all of these remedies.