

COVID-19 Grant Response Agreement

PURPOSE OF GRANT AND GENERAL INFORMATION:

A. The grant will be used exclusively for the purposes specified in the Organization's grant application and any related amendment documents and approved in writing by the parties. The Organization will directly administer the program specified.

B. The grant awarded by this grant agreement is made with the understanding that Allegany Franciscan Ministries has no obligation, now or in the future, to provide financial or other support to the Organization.

C. The grant is made, and must be used, in accordance with all applicable laws, regulations and rulings. No goods or services were provided to the Organization by Allegany Franciscan Ministries.

D. In order to receive funds from Allegany Franciscan Ministries, the Organization must have received, and hereby represents and warrants that it has received, a ruling from the Internal Revenue Service confirming that the Organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. In the event there is any change in the Organization's tax exempt status, the Organization will immediately notify Allegany Franciscan Ministries in writing.

E. The Organization must request approval in writing for any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable or budget submitted by the Organization. Approval, if given, will be indicated in writing by Allegany Franciscan Ministries. The Organization will notify Allegany Franciscan Ministries in writing if there is a change in key personnel essential to the ongoing administration of the Organization or programs funded by the grant. If there is any question as to the significance of a particular change, additional or deletion, the Organization will contact Allegany Franciscan Ministries.

F. In the event that any uncertainty develops as to the Organization's ability to fully implement any aspect of the program covered by the grant, either due to a lack of financial resources or otherwise, the Organization will promptly notify Allegany Franciscan Ministries.

G. The Organization represents and warrants that it is in compliance with, and shall at all times from its date of application through the expiration of the grant period remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury and applicable anti-terrorist financing and asset control laws, rules, regulations and executive orders, including, but not limited to, Executive Order No. 13224 and the USA Patriot Act of 2001. Organization shall ensure that grant funds will not be used for any purpose prohibited by such laws, rules, regulations and executive orders. Organization shall notify Allegany Franciscan Ministries immediately in the event of any non-compliance with, or prohibited use under, such laws, regulations, rules and executive orders.

ACCOUNTING

A. All expenditures must adhere to the specific line items in the approved project budget or in subsequent approved amendments. Expenses charged against this grant may not be incurred either

prior to the date of this grant agreement or subsequent to the expiration or termination date of the grant and may be incurred only as necessary to carry out the purposes and activities of the approved program as set forth in this grant agreement and the grant application.

B. All expenditures must align with the expressed purpose of this COVID-19 response, as described in the application. The Organization may use their judgment in determining specific expenses; in pooled funding programs where a decision-making structure has been agreed upon by the funding partners, that structure must be followed.

REQUIRED REPORTS

A. Allegany Franciscan Ministries will make one grant payment within 14 days of receipt of the signed agreement.

B. The Organization will provide a final report to Allegany Franciscan Ministries at the end of the grant period or when all funds have been spent, whichever comes first. The report may be in any format as long as it includes information sufficient to describe the general activities of the project and details about use and disbursement of funds.

COPYRIGHT AND ACKNOWLEDGEMENT

A. Allegany Franciscan Ministries hereby grants all such copyright interests in materials produced as a result of the grant to the Organization. The Organization grants Allegany Franciscan Ministries a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce, publish, alter or otherwise use any and all such materials, including any and all data collected in connection with the grant in any and all forms the data are fixed.

B. Allegany Franciscan Ministries retains the right to publicize the grant and report on the grant's outcomes, as it deems appropriate. Allegany Franciscan Ministries will consult with the Organization prior to major announcements. In any acknowledgement or recognition of the grant, and in any publication or press releases, the Organization will refer to Allegany Franciscan Ministries as "Allegany Franciscan Ministries". The Organization will provide copies of all printed materials, newspaper articles and other publicity to Allegany Franciscan Ministries.

C. Allegany Franciscan Ministries desires that all resources of the Organization be dedicated to accomplishing its charitable purposes. Accordingly, Allegany Franciscan Ministries requests that the Organization not recognize Allegany Franciscan Ministries, its board members, volunteers or staff with certificates, plaques or similar mementos. Allegany Franciscan Ministries welcomes learning about the funded work through photographs, lessons learned, or stories of success from those the grant has served in the community.

TERMINATION OF GRANT AND REVERSION OF GRANT FUNDS

A. Allegany Franciscan Ministries retains the right to terminate the grant at any time for any reason and without further financial or other obligation of any kind whatsoever, regardless of funding status. While Allegany Franciscan Ministries need not have any specific reason to terminate the grant, the following may be among the considerations taken into account by Allegany Franciscan Ministries: the Organization's continued status as a recognized tax-exempt Organization under section

501(c)(3) of the Internal Revenue Code; any determination made by Allegany Franciscan Ministries in its sole discretion that the Organization has made any misrepresentation or misappropriated grant funds, that the Organization is incapable of carrying out the purposes of the grant or has ceased to be an appropriate Organization to receive the grant,

or that the Organization has failed to comply with any term or condition of the grant; and any determination made by Allegany Franciscan Ministries in its sole discretion as to availability of funds.

B. The Organization acknowledges that Allegany Franciscan Ministries shall retain the right to terminate the grant and cease funding at any time for any reason and the Organization hereby releases, discharges and waives any and all claims that the Organization may have now or in the future against Allegany Franciscan Ministries or its agents, whether related to the grant, funding under this grant agreement, or otherwise.

C. Should termination of the grant occur for any reason the Organization will, within thirty (30) days from the date of termination, provide Allegany Franciscan Ministries with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant through the effective date of termination.

D. The Organization will immediately repay any funds used for purposes other than those of the grant. Within thirty (30) days after the scheduled termination of the grant period, the Organization will repay to Allegany Franciscan Ministries any unused funds. In the event Allegany Franciscan Ministries terminates the grant prior to completion for any reason, the Organization will promptly repay to Allegany Franciscan Ministries any unused funds or funds used for purposes other than those specified in the proposal.

VI. Catholic Social Teaching

The program funded with the grant will not operate contrary to official Church interpretations of the social and moral teachings of the Roman Catholic Church.

ALLEGHANEY-FRANCISCAN FOUNDATION CONTACTS:

All correspondence, reports and communication regarding this grant agreement and the grant should be directed to:

Tampa Bay:

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