

# Penn Treaty Special Services District GRANT AGREEMENT

— PLEASE READ CAREFULLY, INITIAL EACH PAGE, AND SIGN —

Upon application of Grantee and Co-Sponsor (identified below) to the Penn Treaty Special Services District, a Pennsylvania nonprofit corporation (“Grantor”), Grantor agrees to make the following Grant and Grantee and Co-Sponsor agree to accept such Grant, in accordance with the terms below and subject to the additional conditions, if any, set forth in the Special Conditions section of this Agreement and the attached Addendum which is also a part of this Agreement. Grantee's and Co-Sponsor's application and any supporting materials are a part of this Agreement. If any terms of this Agreement conflict with Grantee's and Co-Sponsor's application, this Agreement shall control. Grantee and Co-Sponsor represent that the Grant application is true and correct and the Grant will further tax-exempt purposes. Grantor's Grant Policy can be seen at [www.penntreatyssid.org/grant-policy-statement](http://www.penntreatyssid.org/grant-policy-statement).

## DESCRIPTION OF GRANT

Grantee: **NAME**

Co-Sponsor: **NAME**

Date Authorized:

Date Awarded:

Amount of Grant: \$

**REQUIRED** Reporting Schedule: Interim Report Due: 6months

**Final Report Due: 1year**

**Duration Of Grant:** The term of the Grant is one year from the date of receipt of the Grant funds. Grantee shall spend all funds for the specific purpose of the Grant within one year of receipt. Grantee shall repay Grantor any unspent Grant funds at the end of the term unless Grantor agrees in writing to an extension of the term.

**Payments Schedule:** one payment

## SPECIFIC PURPOSES OF THE GRANT

**Use of Granted Funds** — Grantor authorizes Grantee to use the Grant only for tax-exempt charitable or educational purposes approved by Grantor's Board of Directors and specifically to benefit the Penn Treaty Special Services District area as defined by Exhibit 1 in the Grantor's Bylaws. More specifically, Grantee may use this Grant only for the purpose (the “Project”) stated in application as approved by the Board and in accordance with the budget submitted with the Grant application.

## THE PROJECT:

**Special Conditions** — The Grantee accepts and agrees to comply with the following Special Conditions specified by the Grantor: **Grantee will name Penn Treaty SSD as a supporter to the event. The PTSSD logo will be used in promotional online and print material.**

## 501(c)(3) CO-SPONSOR REPRESENTATIONS AND AGREEMENT (if applicable):

Co-Sponsor provided Grantor a copy of a letter from the Internal Revenue Service stating that Co-Sponsor is described in section 501(c)(3) of the Internal Revenue Code. Grantor is making this grant in reliance on Co-Sponsor's IRS letter. Co-Sponsor represents to Grantor that Grantee's IRS letter has not been revoked,

Co-Sponsor's Initials \_\_\_\_\_

Grantee's Initials \_\_\_\_\_

modified, or suspended, and Co-Sponsor is not aware of any threatened or pending revocation, modification, or suspension.

If the Internal Revenue Service revokes, modifies, or suspends Co-Sponsor's status under section 501(c)(3) or section 509(a) of the Internal Revenue Code, Co-Sponsor must notify Grantor within ten (10) calendar days of the change. In such case, Grantor may terminate the Grant in its sole discretion and Co-Sponsor shall repay the Grant to Grantor.

**Continuing Support** — By making this Grant, Grantor assumes no obligation to provide future or continuing support for Grantee. Additionally, during the period in which Grantee may be receiving multi-year payments on a previously awarded grant, Grantee agrees not to submit a new grant request until the multi-year payment is completed. Furthermore, if Grantor's or Grantee's financial status changes during the term of a multi-year grant, Grantor reserves the right to cancel future grant pay-outs on any multi-year commitments it has made.

**Reporting** — In accordance with the schedule above, Grantee shall furnish to Grantor a detailed written six-month Interim Progress Report and a twelve-month Final Report on the use of the Grant. Grantee shall submit all reports according to the format contained in the PTSSD Progress Report Form provided by Grantor. Each report should include a narrative account of what was accomplished by the expenditure of Grant funds (including a description of progress made towards achieving the goals of the Grant), a financial statement (including any earnings on invested Grant funds), and copies of any publications resulting from the Grant. The financial statement should be attested by Grantee's chief financial officer or a certified public accountant and should reflect the categories in the approved budget. Additionally, Grantor reserves the right not to award any further grants to the Grantee until all reporting requirements for all previous grant awards have been satisfied.

**Unused Funds** — Grantee will notify Grantor if it is unable to expend any portion of the Grant on the Project. Grantee will promptly return to Grantor any Grant funds not spent or committed for the Project within the period described in the approved Grant application and budget.

**SIGNATURES**

Grantor, Grantee, and Co-Sponsor intended to be legally bound by this Grant Agreement which shall be effective when signed by all parties.

GRANTOR: **Penn Treaty SSD**

GRANTEE: **Name**

BY NAME: Rick Angeli

BY NAME: \_\_\_\_\_

TITLE: Chairman

TITLE: \_\_\_\_\_

DATE: DATE

DATE: \_\_\_\_\_

ADDRESS:

ADDRESS:

702 N. 3rd Street, PMB 38

Philadelphia, PA

Philadelphia, PA 19123

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

CO-SPONSOR: **Name**

BY NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS:

Philadelphia, PA

SIGNED: \_\_\_\_\_

**PENN TREATY SPECIAL SERVICES DISTRICT  
GRANT AGREEMENT AND SPONSORSHIP AGREEMENT ADDENDUM**

The following terms apply to all grants and sponsorship awards made by Penn Treaty Special Services District (“Grantor”) and are an integral part of the Grantor’s Grant Agreements and Sponsorship Agreements.

Grantee’s Additional Representations:

Grantee does not and will not knowingly provide financial support or other resources to any individual or entity to further unlawful acts including acts of violence or terrorism; and

Grantee is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, groups, or countries subject to Office of Foreign Assets Control sanctions.

If Grantee’s representations are not true, Grantor may revoke this Grant and Grantee shall repay all Grant funds to Grantor.

Additional Terms of Grant:

1. Grantee will use the Grant funds and any interest earned on the Grant funds solely to achieve the tax-exempt purposes of the Project in accordance with the Project budget as set forth in the Grant application as approved by Grantor’s Board of Directors. Grantee will not use any part of the Grant to attempt to influence legislation or the outcome of any specific public election, or to support any voter registration drive.
2. Grantee will conduct the Project on its behalf and will not transfer the Grant to another recipient. Grantee acknowledges that Grantor has not earmarked this Grant to be used by any individual or organization other than Grantee. Grantee further acknowledges that Grantor has no responsibility for the conduct of the Project, which will be conducted under the supervision of Grantee.
3. Grantee will notify Grantor if it is unable to expend any portion of the Grant on the Project. Grantee will promptly return to Grantor any Grant funds not spent or committed for the Project within the period described in the approved Grant application and budget.
4. Grantee will seek the written consent of Grantor prior to changing the Project or the approved budget in any material respect. Grantor has the right to approve or deny changes in its sole discretion.
5. This Grant is a charitable contribution from Grantor to Grantee. Grantee has not provided, and will not provide, any goods or services to Grantor or any other person (other than the intended charitable or educational beneficiaries) in exchange for this Grant.
6. The Grant is made on behalf of Grantor and not by or on behalf of any other entity or person. The Grant is not being made in satisfaction of any pledge made by any person or entity other than Grantor.

**PENN TREATY SPECIAL SERVICES DISTRICT  
GRANT AGREEMENT AND SPONSORSHIP AGREEMENT ADDENDUM**

(continued)

7. If the Grantee is a 501(c)(3) tax-exempt organization, the Grant funds need not be physically segregated, but Grantee will list the Grant funds separately on its books for ease of reference and verification. If the Grantee is not a 501(c)(3) tax-exempt organization, the Grant funds shall be kept in a separate account until spent by Grantee.
8. Grantee will keep records of receipts and expenditures under the Grant, as well as copies of reports submitted to Grantor, for at least five years after completion of the Project. Grantor has the right to monitor and conduct an evaluation of the use of the Grant funds (by site visit or otherwise), discuss the Grant with Grantee's personnel, and review financial records and other documentation of Grantee relating to the Project funded by this Grant. The Grantor may, at its own expense and on reasonable notice to the Grantee, audit or have audited the records of the Grantee insofar as they relate to the Project.
9. Grantor may include information on this Grant in its periodic public reports and may use photographs, logos, printed information, and any other materials Grantee supplies, without further notice, in press releases or publications. Grantee will acknowledge the support of Grantor in all publications relating to the Project as follows: "THIS PROJECT WAS SUPPORTED BY A GRANT FROM PENN TREATY SPECIAL SERVICES DISTRICT."
10. Grantor may terminate the Grant and withhold payment of future installments if: (a) Grantor has reason to believe that Grantee is violating the terms of the Grant Agreement or Sponsorship Agreement; (b) termination is appropriate to permit Grantee or Grantor to comply with any applicable law or regulation; (c) Grantee ceases to exist; or (d) Grantee discontinues the Project before any portion or all of the Grant is expended.

**RECEIPT OF THIS AWARD DOES NOT GUARRENTEE APPROVAL OF FUTURE AWARDS**