



THE HALLE FOUNDATION

c/o W. Marshall Sanders
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www.thehallefoundation.org

Dr. Eike Jordan
Chairman

W. Marshall Sanders
Executive Director

[DATE]

Via Email

[ADDRESS]

XXXX

XXXX

Dear [ADDRESSEE]:

The Halle Foundation (“Foundation”) is pleased to award [GRANTEE] (“Grantee”) a grant in the amount of XXXX Dollars (\$XXXX) for the Grant Period of [DATE] – [DATE] for [PURPOSE OF GRANT].

1. Expenditures: Grant funds shall be used solely as specified in the proposal submitted by the Grantee via email dated [DATE] (“Project”), and in accordance with the terms of this Grant Agreement (“Agreement”).
2. Payment: Upon receipt of Grantee’s signed acceptance of this Agreement, payment of [AMOUNT] of the grant amount shall become available to the Grantee immediately; and [AMOUNT] shall become available on or after [DATE], and in each case shall be disbursed upon written notification to the Foundation that the Grantee is prepared to accept payment.
3. Accounting and Audit: Grantee shall maintain a separate accounting for this Project. During this time, Grantee shall make such records relating to the use of grant funds available to the Foundation for inspection on reasonable notice to Grantee.
4. Reporting: The Grantee shall furnish to the Foundation an interim report and a final report which shall be due, respectively, by no later than [DATE] and [DATE]. The reports shall contain (i) a narrative report of what was accomplished by expenditure of the grant funds, and (ii) a financial statement

reporting expenditures. Any unexpended funds remaining at the end of the Project shall be immediately returned to the Foundation.

5. Legal and Tax Requirements: Grantee represents and warrants to the Foundation that:

A. Grantee is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”) (or, if Grantee is a foreign organization, it is the equivalent of an organization described in such section of the Code). Grantee will notify the Foundation immediately of any change in its tax status.

B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon (i) to carry on propaganda or otherwise to attempt to influence legislation, or to undertake political activity, or (ii) to conduct any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.

6. Termination/Repayment of Grant Funds: The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee in an effective and efficient manner to further the grant’s purpose, or (iii) Grantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such a determination, the Foundation shall have the right to (i) discontinue any further payments that may be due to Grantee under this agreement and (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this Agreement.

7. Relationship of Parties: The relationship of the parties to this Agreement is solely one of grantor and grantee. The nature of this Agreement is a grant funding agreement, and no employment, partnership, joint venture, or agency relationship is created between the parties.

8. Release and Indemnity: Grantee agrees to assume the sole responsibility for the Project including taking any necessary precautions for the protection of persons and property. The Foundation and its officers, trustees, employees, and agents shall not be responsible for any claims, damages, or liability arising out of the Grantee’s activities using funds under this Agreement. To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney’s fees, arising out of (directly or

indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, contractor or agent in connection with this Project.

9. Assignment Clause: This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent.

10. Governing Law and Compliance: This Agreement will be governed by and construed in accordance with the laws of the state of Georgia, with jurisdiction in the state and federal courts of Georgia. Grantee will comply with all applicable local, state and federal laws and regulations in the administration of all grants made under this Agreement.

11. Entire Agreement, Severability and Amendment: This Agreement contains the entire agreement between the Foundation and the Grantee and supersedes all prior and contemporaneous understandings and agreements between the parties. This Agreement may be modified or amended only by mutual written consent of the parties. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

If you have any questions about the terms or conditions of this Agreement, please contact Marshall Sanders at msanders@thehallefoundation.org.

On behalf of the Foundation, I extend you every good wish for the success of this effort.

Sincerely,

W. Marshall Sanders, Executive Director

As an authorized representative of [GRANTEE], the undersigned agrees to the terms and conditions of this Agreement.

Signature of Authorized Representative of Grantee: _____

Print Name of Authorized Representative: _____

Dated this _____ day of _____, 20__.

cc: Dr. Eike Jordan
/ms