

Edina Community Foundation
Community Impact Program Agreement

On _____, 20____, the Edina Community Foundation (Grantor) decided that financial support of the project described in the accompanying Application will further Grantor's tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to _____ (Grantee), subject to the following terms and conditions:

1. Grantee shall provide Grantor with a Minnesota Certificate of Organization and an IRS SS-4 confirmation showing Grantee's EIN and Legal Name, demonstrating Grantee's separate existence as an organization.
2. Grantor maintains full discretion and control over the funds in the restricted fund.
3. Grantee shall use grants solely for the project described in the accompanying Application, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within Grantor's sole judgment.
4. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
5. Grantee may solicit gifts, contributions and grants to Grantor, earmarked for Grantor's restricted fund for this project.
6. Deposits to the restricted fund and grant requests from the restricted fund will be processed twice monthly according to a process defined by Grantor.
7. An administrative charge of six percent (6%) of all amounts deposited to the restricted fund will be deducted by Grantor twice annually to defray Grantor's costs of administering the restricted fund. Grantor will deduct a Membership Fee of \$60 (prorated) each year. Grantee will receive six (prorated) free grant disbursements each year; each grant disbursement thereafter will result in a deduction of a \$20 processing fee. Deposits and grant requests that require expedited processing will result in a deduction of a \$20 rush fee.
8. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make

no such representation to anyone. Grantee is not permitted to use the Grantor's Federal EIN or Minnesota Sales Tax Exemption for any reason.

9. Grantee shall submit an Annual Report, using a template provided by Grantor, by January 31 of each year to describe the activities of the Grantee during the previous calendar year. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
10. Grants are not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.
11. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
12. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive or key staff responsible for achieving the grant purposes.
13. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or agents.
14. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration, litigation, or some other dispute resolution procedure.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed entirely within such State.
16. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
17. This agreement shall be effective on the Effective Date and shall, unless otherwise terminated, continue in effect for an indefinite term of years.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the _____ day of _____, 20__.

Signature _____ **Grantor**
Name _____ Dated: _____

Signature _____ **Grantee**
Name _____ Dated: _____

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