**SAMPLE**

GRANT AGREEMENT *(Between Intermediary and FCC)*

THIS GRANT AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by and between (*FCC)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Family Child Care Provider (“Grantee”), and (*INTERMEDIARY)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (together with its successors and assigns, “Grantor”).

RECITALS

1. Grantee operates a \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Facility”) located at \_\_\_\_\_\_\_\_\_\_\_ (the “Property”).
2. Grantor is the administrator of certain philanthropic funds that are to be used to help alleviate negative economic impacts on businesses like that operated by Grantee and caused by COVID-19.
3. Grantee has submitted an application and supporting information and documents (collectively, the “Grant Application”) to Grantor, and based on the Grant Application, Grantor has agreed to award funds to Grantee in the form of a grant, to be used to support operations of the Facility, as further set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Grantor hereby awards to Grantee a grant in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_ (the “Grant”). Grant proceeds shall be used by Grantee solely for the following uses in connection with the Facility: Pay bills and/or cover business operating expenses (the “Required Use”). Grantee covenants and agrees to use the Grant for the Required Use and for no other purpose.
2. The Grant proceeds will be disbursed to Grantee in a single disbursement upon Grantor’s receipt of the following, unless otherwise waived by Grantor:
   1. Grantor shall have received a copy of this Agreement signed by Grantee;
   2. Grantor shall have received a completed IRS Form W-9 signed by Grantee;
   3. Grantor shall have received a completed ACH Agreement or such other or additional documentation and information as Grantor may require to enable electronic transmission of Grant funds to Grantee;
   4. The representations, warranties and certifications set forth in this Agreement shall be true, correct and complete in all material respects.
3. Grantee hereby represents and warrants that:
   1. If Grantee is an entity, it has been duly formed and is in good standing in the state of its formation.
   2. Grantee has complied, and will comply, with any and all laws and regulations concerning the operation of the Facility, and Grantee has the right and power to own or lease the Property, as applicable, and is properly licensed to operate the Facility.
   3. Grantee has filed all necessary tax returns and reports and has either paid all taxes and governmental charges thereby shown to be owing or has entered into a payment plan that has been disclosed to Grantor.
   4. All of the information contained in the Application and all supporting documents and information provided in connection with the Application are true, correct and complete in all material respects.
4. Grantee shall carry and maintain insurance.
5. Grantee agrees to share relevant operational and programmatic data (as outlined in the “MAFCEF Family Child Care Provider Post-Grant Report”) with Grantor, in compliance with all relevant laws and regulations, and Grantee acknowledges and agrees that Grantor may be required, or may elect, to share such data with its funders.
6. Grantee agrees to indemnify and hold Grantor harmless from and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations and costs or expenses, including litigation costs and reasonable attorneys’ fees, arising from or in any way connected with this Agreement, the making of the Grant and the operation of the Facility.
7. This Agreement, and its validity, enforcement and interpretation, shall be governed by the laws of the Commonwealth of Massachusetts (without regard to any conflict of laws principles) and applicable United States federal law.
8. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax, PDF, or other electronic means acceptable to Grantor and that the parties may rely on a signature so delivered as an original.

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement under seal as of the day and year first above written.

GRANTEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

GRANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: