

**GRANT AGREEMENT BETWEEN
HELIOS EDUCATION FOUNDATION
AND SAMPLE ORGANIZATION**

This Grant Agreement (the Agreement) is made this XX day of [month], [year], between **Helios Education Foundation** (the Foundation) and **Sample Organization**, a [Arizona/Florida] [nonprofit corporation/public entity] (Grantee). This Agreement sets forth the entire understanding between Foundation and Grantee with respect to the purpose, conditions, recognition and administration of Foundation's grant to the Grantee as specifically described in Exhibit "A" attached hereto and incorporated herein (the Fund).

1. **Purpose of the Fund.** Grantee agrees to use the Fund to establish an expendable fund as further described in Exhibit "A." No portion of the funds shall be used to influence legislation, to influence the outcome of any election, or to carry on any voter registration drive.
2. **Amount and Source of the Fund.** The Fund is established through a grant, donated by Foundation to Grantee in the amount of \$[amount] (Grant). The Foundation may make additional grants to the Fund at any time and have such assets administered and distributed in accordance with this Agreement.
3. **Conditions of the Fund.** The Fund shall be expended as set forth in Exhibit "A."
4. **Use of Fund.** The Fund will be used exclusively as described in Exhibit "A."
5. **Investment Authority.** The Fund will be invested in accordance with the investment policies of Grantee as established from time to time by Grantee. For purposes of investment only, Grantee may hold, invest and reinvest the Fund as one or more common funds and make joint investments of funds belonging to it. At all times the Fund will be separately accounted for in Grantee's books and records.
6. **Administration of the Fund.** The Fund will be administered by Grantee, acting in accordance with this Agreement. Any distributions to be made from the Fund will be made so long as they do not violate this Agreement, any rules, policies, or procedures promulgated by Grantee from time to time, nor any of the rules and regulations of the Internal Revenue Service as they may exist from time to time and which are applicable to Grantee. In the event that any payment required of Grantee hereunder would violate the same, Grantee may refrain from said action and may take other action to accomplish the intent of Foundation as expressed herein.
7. **Recognition.** Recognition of Foundation's Grant shall be made as set forth in Exhibit "A."
8. **Announcement of the Fund.** Foundation and Grantee shall work together on an initial announcement of the Fund. Announcement of the Fund, including amount and descriptions of contributions, may be made in any Foundation or Grantee publication. Each party will have the opportunity to review and modify, prior to publication, formal press releases, feature articles or other widely distributed recognition mechanisms proposed by another party.
9. **Property Rights in Project Materials.** All right, title, and interest in and to any tangible or intangible discovery or invention, whether patentable or not, or any other intellectual property (including any research results, data, copyrights, processes, or formulae) conceived, developed, or reduced to a written or electronic record or practice by Grantee during the term of this Agreement as a result of the performance of Project ("Inventions") and the results of any

--Item #9 is excluded when not applicable to the grant. In rare case-by-case circumstances, language may be negotiated.--

research conducted under the aegis of the Project or using materials collected pursuant to the Project ("Research Results") shall belong to the Foundation and Grantee. The parties agree that any initial publication of Inventions or Research Results will be made by the Foundation and Grantee jointly and any use of the Inventions or Research Results by any person not a party to this Agreement prior to initial publication must be approved by the Foundation and Grantee. Grantor shall make such Inventions and Research Results available to the public on a nondiscriminatory basis or otherwise ensure that such Inventions or Research Results are disclosed or handled in a manner that would qualify such Inventions and/or Research Results as "scientific research in the public interest" in compliance with Treasury Regulation § 1.501(c)(3)-1(d)(5).

10. **Change in Use.** If the Fund's purpose ever becomes impracticable or the Grant cannot be used in the manner set forth in this Agreement, the funds, and income earned thereon, not expended or committed for the purposes of the Grant must be repaid to the Foundation or its legal successor or successors in interest unless the Foundation authorizes an alternate use in writing. If at such time the Foundation is not in existence and has no legal successor, then the Grantee's Board of Directors has authority to direct the Fund to be used for such purposes as it deems consistent with the original intent of the Foundation.
11. **Representatives and Successors Bound.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors.
12. **Terminating Events.** Upon the occurrence of one of the following events, this Agreement and any outstanding obligations of Foundation hereunder terminate and all amounts held in the Fund shall be returned to Foundation:
 - a. Grantee is no longer recognized by the Internal Revenue Service as a [tax-exempt organization described in Section 501 (c)(3) of the Internal Revenue Code (the "Code"), and as a public charity described in Section 509(a)(1) or 509(a)(2) of the Code and not a private foundation within the meaning of Section 509(a) of the Code] -OR- [Public Entity].
 - b. Grantee ceases to exist; or
 - c. Foundation determines that the Fund has been expended other than in accordance with the terms of this Agreement without its prior written consent.
13. **Entire Agreement; No Amendment.** This Agreement constitutes the full and complete agreement by and between the parties and supersedes all prior written or oral agreements and/or discussions related to its subject matter. This Agreement may not be amended, altered or modified unless in writing signed by all parties; provided, however, that no amendment, modification or alteration will (i) result in the Fund being treated as a separate trust, and (ii) affect the tax-exempt status of Foundation or Grantee as organizations described in Section 501 (c)(3) of the Code.
14. **Governing Law.** The Agreement is governed by and interpreted in accordance with the laws of the State of Arizona. Grantee hereby irrevocably consents to personal jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona with respect to any actions, claims or proceedings arising out of or in connection with this Agreement.

NON-NEGOTIABLE LANGUAGE

--Item #14 is not negotiable; all grants, including those in Florida, will be under Arizona jurisdiction.--

15. **Public Charity Status.** Grantee confirms that it has been determined by the Internal Revenue Service to be an organization described in Section 501 (c)(3) of the code and is classified as a public charity under Section 509(a)(1) of the Code, and that this status has not been revoked or modified and continues in full force and effect. Grantee represents and warrants that the receipt of the Grant from Foundation described herein will not adversely impact its 509(a)(1) status.

--Item #15 is removed if the Grantee is a public entity (e.g., school district, public university)--

HELIOS EDUCATION FOUNDATION

[Electronic signature]

--Helios and grantee will sign electronically through Helios' online grants management system, SmartSimple.--

SAMPLE ORGANIZATION

[Electronic signature]

SAMPLE

EXHIBIT “A”

GRANT AGREEMENT BETWEEN HELIOS EDUCATION FOUNDATION AND SAMPLE ORGANIZATION [DATE]

GRANT DETAILS

This portion of Item #2 will be agreed upon by Helios and the grantee.

- Purpose of the Grant.** The purpose of the Grant is to establish an expendable fund to support implementation of the [project name], [project description]. Elements of the [project name] are included in detail in the Community Investment Proposal (the Proposal) submitted to the Foundation on [date], incorporated herein as a component of this Agreement.
- Conditions of the Fund.** The total amount of the Foundation's Grant shall not exceed \$[amount] and shall be paid to Grantee in installments over a XX month period (the “Grant Term”), subject to the satisfactory completion of established deliverables, as set forth in Attachment "A," Deliverables and Timeline.

The initial installment of shall be paid upon receipt of a countersigned copy of this agreement and the following additional requirements:
[requirements, as needed]

Subsequent payment shall occur according to the following schedule:
[dates, amounts] --Generally, payments are made annually, subject to reporting requirements and expended funds.--

The Foundation reserves the right to delay disbursements when Grantee has significant unexpended funds on hand.
- Program Budget.** Utilization of the funds shall occur over the Grant Term as determined by the program budget submitted to the Foundation in the Proposal. Material modifications to the budget of over 10% require pre-approval from the Foundation. Changes to budget line items or categories of less than 10% may be made, but must be documented in annual interim reports.
- Recognition.** Any use of the Foundation logo and or name, preparation and distribution of news releases, or promotional materials, development of a public relations strategy, including special events, news conferences or other public announcement regarding the Grant shall be coordinated with the Foundation's marketing and communications department.
- Reporting Requirements.** As a component of the oversight process, the Foundation shall have the option to conduct site visits and observe grant activities. The grantee shall provide annual interim reports and a final report, as itemized in Attachment A. The Foundation requires that reports be completed in the Foundation's web-based form. In addition, the Foundation will schedule six-month check-in calls with the Grantee as needed in between the annual reports, as itemized in Attachment A.

ATTACHMENT "A"

GRANT AGREEMENT BETWEEN HELIOS EDUCATION FOUNDATION AND SAMPLE ORGANIZATION [DATE]

DELIVERABLES AND TIMELINE

Interim reports are due on the following dates: [dates]

Reports are to be completed in the Foundation's web-based form. Access to the form will be provided in advance of the due date. The report is to include:

- Direct student and educator participant numbers
- Race/ ethnicity and low-income status for direct student participants
- Geographic site data
- Data related to agreed-upon Helios Impact Metrics
- Status of project implementation plan, incorporated in the reporting version of the proposal's Implementation Plan: Milestones, Activities, & Timeline Table, including report of interim measurements and indicators as well as sustainability and evaluation progress
- Response to Foundation-provided guiding questions aligned to the overall intent of the Grant
- Description of implementation challenges and resulting modifications
- Financial reporting following the format of the proposal budget, to include amount expended against project budget and additional funding or other resources leveraged
- Optional success story(s)

A final, aggregate report will be due [date]. The Report is to be completed in the Foundation's web-based report form. Access to the form will be provided in advance of the due date. The report is to include:

- Direct student and educator participation numbers
- Race/ ethnicity and low-income status for direct student participants
- Summary of geographic site(s) impacted across the full term of the Grant
- Data related to agreed-upon Helios Impact Metrics
- Final status of project implementation, incorporated in the reporting version of the proposal's Implementation Plan: Milestones, Activities, & Timeline Table, including any evaluation and sustainability efforts
- Description of the degree to which the Grant objectives were met
- Final, comprehensive, financial accounting for all Grant funds

Six-month check-in calls will be schedule on or around the following dates: [dates]

A Helios staff member will contact you to schedule the call(s). The standard questions to be covered on the call(s) are listed below for Grantee's reference; the **Grantee is not required to submit a written response.**

- What updates are you most excited to share? What wins or highlights can Helios celebrate with you?
- We will review the project's implementation table together. Are any items delayed or off-track? If so, please describe.
- Do you anticipate any budgetary adjustments? (Budget changes greater than 10% of the total project budget require Helios approval.)
- Do you anticipate needing any technical assistance or a report due date extension?
- Have there been any leadership or major staffing changes either at your organization or on the program/ grant team?
- We will review the project's evaluation goal together. Is there an opportunity for Helios to provide support?
- Are there any policy implications or developments that you think Helios should be aware of?
- How can Helios staff be helpful to your work?
- Do you have any questions for Helios?