GRANT AGREEMENT for \_\_\_\_\_\_\_\_\_ GRANT

1. **Parties to this Agreement:**

This Grant Agreement (“Grant”) is hereby entered into by and between the **(Legal Name of Grantor)** (“Grantor”), and the **(Legal Name of Grantee)** (“Grantee”) (referred to collectively as the “Parties”).

1. **Effective Period:**

This Grant Agreement shall be effective on \_\_\_\_\_\_\_\_\_\_ and shall terminate on **\_\_\_\_\_\_\_\_\_\_**.

1. **Amount of Payment:**

The total payment under this Grant shall not exceed $ **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**.In no event will payments under this Grant be made after June 30, 20**XX**. The Grantor has the authority to withhold payment or require repayment if Grantee fails to comply with the terms of this Grant.

1. **Payment Provisions:**

{This Section must accurately reflect your policy for the payment of grant funds.}

**{Monthly/bimonthly/quarterly/one-time}** payment(s) shall be made as follows: **{specify how payments are calculated and conditions for payment}**.

1. **Reversion of Unexpended Funds:**

Any unexpended funds held by the Grantee upon termination or completion of this Grant shall be reported and reverted to the Grantor.

1. **Availability of Funds:**

The payment of the sums specified in this Grant Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Grantor.

1. **Amendment:**

Any amendment to this Grant Agreement must be in written form and executed by duly authorized representatives of the Grantee and Grantor.

1. **Precedence Among Grant Agreements:**

This Grant Agreement and any documents attached or incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

1. **Compliance with Smart Start Cost Principles:**

**{Ensure that the most recent version is provided as Attachment I}**

**{Choose one of the two paragraphs below.}**

**{All expenditures of funds under this Grant Agreement must comply with the Smart Start Cost Principles incorporated herein as Attachment I. The Grantee will be required to repay the Grantor for any funds not spent in accordance with these Cost Principles.}**

**OR**

**{All expenditures of funds under this Grant Agreement must comply with the Schedule of Allowable and Unallowable Costs incorporated herein as Attachment I. The Grantee will be required to repay the Grantor for any funds not spent in accordance with the Schedule of Allowable and Unallowable Costs.}**

1. **Disbursements:**

As a condition of this Grant Agreement, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements. The Grantee will:

1. Implement adequate internal controls over disbursements;
2. Pre-audit all vouchers presented for payment to determine:
3. Validity and accuracy of payment
4. Payment due date
5. Adequacy of documentation supporting payment
6. Legality of disbursement;
	1. Assure adequate control of signature stamps/plates; and,
	2. Implement accounting procedures to ensure that expenditures incurred under this Grant Agreement may be readily identified.
7. **No Overdue Tax Debts:**

The Grantee certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State or local level. The Grantee understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

1. **Compliance with Laws:**

The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

1. **Grantee Requirements:**

The Grantee agrees to comply with the following Grant requirements:

# Eligibility Requirements:

**{Section A should specify the Grantee’s eligibility requirements under this Grant.}**

# Programmatic and Financial Grant Requirements:

**{Section B should specify the Grantee’s specific programmatic and financial responsibilities under this Grant.}**

# Additional Terms and Conditions:

**{Section C should specify the Grantee’s general responsibilities under this Grant. Terms 1-5 must be included. Additional terms and conditions (see examples 6 and 7 below) may be added.}**

## Meet the requirements specified in the Grantee’s grant application.

## Maintain program and financial records for this Grant for five years after final payment under this Grant Agreement. These records must be available for inspection or audit by the Grantor, The North Carolina Partnership for Children, Inc., the North Carolina Office of the State Auditor, and the North Carolina Division of Child Development and Early Education. If the Grantee becomes unable to maintain these records for the period above, the Grantee must provide the records to the Grantor.

## Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. § 7B-101. With this exception, client information obtained in the performance of this Grant Agreement is confidential, and information that identifies specific children or families may not be released by the Grantee for any reason unless prior written approval has been obtained from the parent or guardian or as directed by the Grantor.

## Provide the Grantor with all other requested information related to this Grant.

## Publicize the activities and/or goods provided under this Grant Agreement as being funded by the Grantor and Smart Start.

## **Attend scheduled meetings with the Grantor as requested.**

## **Receive unannounced visits by the Grantor or its agents.**

1. **Notice of Certain Reporting and Requirements:**

The Grantee shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, “Uniform Administration of State Grants,” establishes reporting thresholds and requirements for nongovernmental grantees and subgrantees of State funds. The three reporting thresholds are:

1. A grantee that receives, uses, or expends State funds in an amount less than $25,000 within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
	* 1. A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
		2. An accounting of the State funds received, used, or expended.
2. A grantee that receives, uses, or expends State funds in an amount of at least $25,000 and up to and including $500,000 within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
3. A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
4. An accounting of the State funds received, used, or expended; and
5. A description of activities and accomplishments undertaken by the grantee with the State funds.
6. A grantee that receives, uses, or expends State funds in the amount greater than $500,000 within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
7. A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
8. An audit prepared and completed by a licensed Certified Public Accountant; and,
9. A description of activities and accomplishments undertaken by the grantee with the State funds.

The Grantee shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Grantee’s fiscal year runs from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_.

1. **Care of Materials and Equipment:**

The Grantee shall use any materials, supplies, furniture, and/or equipment purchased under this Grant Agreement for the purposes for which they were granted. When the materials, supplies, furniture, and/or equipment are no longer needed for the purpose of this Grant or if operations are discontinued, the Grantee shall contact the Grantor for instructions related to any materials, supplies, furniture, and/or equipment purchased under this Grant Agreement. The Grantee may be required to (a) return the materials, supplies, furniture, and/or equipment, or (b) make repayment for the value of the materials, supplies, furniture, and/or equipment to the Grantor.

1. **Indemnification:**

The Grantee agrees to hold harmless and indemnify the Grantor, and its respective grantors, agents, employees, trustees, officers and directors against all claims, demands, damages, judgments, or costs, as permitted by law, from any claims of third parties arising out of any act or omission of the Grantee related to this Grant Agreement.

1. **Default, Suspension, and Termination:**

Failure to comply with any of the terms of this Grant Agreement is considered a material breach and may result in the immediate termination or suspension of this Grant Agreement and the return of monies and materials received under the Grant by the Grantee. Waiver by the Grantor of any default or breach of the terms of this Grant Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Grant Agreement.

1. **Survival of Promises:**

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive this Grant Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

1. **Choice of Law:**

The validity of this Grant Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Grant Agreement, are governed by the laws of the State of North Carolina. The Grantee, by signing this Grant Agreement, agrees and submits, solely for matters concerning this Grant Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the only venue for any legal proceeding shall be **\_\_\_\_\_\_\_\_\_** County, North Carolina.

The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Grant Agreement.

**In Witness Whereof,** the Grantor and the Grantee have executed this Grant Agreement in duplicate originals, with one original being retained by each Party.

|  |  |  |
| --- | --- | --- |
| **LEGAL NAME OF GRANTOR: {ABC PFC / DSP}** |  |  |
| BY: |  |  |  |
|  | Name of Authorized Official & Title |  | Date |
|  |  |  |  |
| **LEGAL NAME OF GRANTEE: {ABC Child Care Center / Jane C. Doe}** |  |
| BY: |  |  |  |
|  | Name of Authorized Official & Title |  | Date |
|  |  |  |  |
|  | TIN/SSN: |  |  |  |  |
|  | Address: |  |  |  |  |
|  |  |  |  |  |  |
|  | Telephone: |  |  |  |  |
|  | Email: |  |  |  |  |