



BOSCH

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GRANT AGREEMENT

June 30, 2020

ORGANIZATION: Horizon Community Funds of Northern Kentucky

PROJECT: **Bosch Educational Engineering**

AMOUNT: \$190,000.00

DESCRIPTION: This grant will support Boone County, Grant County and Kenton County schools districts through the Bosch Educational Engineering program and its associated costs, per the budget submitted on June 29, 2020.

GRANT PERIOD:

I. GRANT PURPOSES

This grant is earmarked for the project and associated costs described in the Horizon Community Funds of Northern Kentucky ["Recipient"] June 29, 2020 ["proposal"] to Bosch Community Fund ("Foundation"), or as otherwise amended and accepted in writing by both parties to this agreement. Grant funds will be appropriately accounted for and used exclusively for approved costs and activities.

This grant is not earmarked for transmittal to any entity or person designated by the Foundation. The Recipient accepts and will discharge full control of the grant and its disposition and responsibility for complying with the terms and conditions of this agreement.

II. GRANT PERIOD

This grant is for a period of 12 months beginning on June 30, 2020.

III. GENERAL CONDITIONS

This commitment is contingent upon the Recipient's ability to complete the proposed activities in reasonable accordance with the financial and non-financial parameters established in its proposal, as may be amended through correspondence accepted by both parties to this agreement.

Significant changes in budget line items (greater than 20 percent of the total grant), activities, participants, personnel, or timing require the advance review and approval of the Foundation. Significant changes that have not been reviewed and accepted in advance may reduce, postpone or cancel planned future grant payments, or may require the return of grant funds previously paid.

IV. PAYMENT TERMS

The full payment of \$190,000.00 will be made upon the Foundation's receipt of this signed grant agreement.

V. FINAL REPORT

On or before August 15, 2021 the Recipient will access the Foundation report template in the Fluxx portal https://bosch.fluxx.io/user_sessions/new and provide the Foundation with report survey responses and any financial reports accounting for activities during the entire grant period as described in Section II.

VI. CALENDAR OF SUBMITTAL DATES

Signed Grant Agreement: Immediately
Final Report: August 15, 2021

Recipient's failure to submit complete and timely reports will result in the delay, reduction, or cancellation of future grant payments.

VII. INDEMNIFICATION

The parties agree and acknowledge that the only duty that Grantor has under the terms of this Agreement is to pay over the Grant Funds in accordance with, and subject to the terms and conditions of, this Agreement. Further, 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, volunteers and agents (including contractors), from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), including but not limited to claims for bodily injury or death and property damage, directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its officers, directors, trustees, employees, volunteers or agents (including contractors) resulting from or related to this Agreement. The provisions of this Section [VII] and Grantee's obligations hereunder shall survive any expiration, termination, or rescission of this Agreement.

VIII. GENERAL REQUIREMENTS

A. INTERNAL REVENUE SERVICE REQUIREMENTS

Recipient is a tax-exempt organization described in Section 501(c) (3) of the Internal Revenue Code (IRC) and a public charity described in IRC §509(a) (1), (2), or (3). Recipient's tax exempt status has been duly confirmed by IRS rulings or determination letters, copies of which grantee has submitted to the Foundation.

Grant funds will be used only for charitable and educational activities consistent with Recipient's tax-exempt status and in accordance with IRC §170(c)(1) or (2).

Recipient will notify the Foundation immediately of any actual or anticipated change in its tax status for any year affected by this agreement.

B. NON DISCRIMINATION

Recipient will not discriminate in its employment practices, volunteer opportunities, or program activities on the basis of race, gender, sex, national origin or ancestry, religion, gender identity, sexual orientation, age, disability, veteran status, genetic information or any characteristic protected by law.

C. OPTION TO AUDIT

The Foundation reserves the right to audit records associated with this project at reasonable times during normal business hours during the grant period or subsequent two years. Recipient agrees to maintain its books and records in such a manner that the receipts and expenditures of grant funds will be shown separately from other funds in a form which can easily be checked and understood. Recipient will keep records of receipts and expenditures made with grant funds as well as copies of reports submitted to the Foundation and supporting documentation during the grant period and for the subsequent two years.

D. RIGHT TO TERMINATE

The Foundation reserves the right in its absolute discretion to terminate the grant and/or withhold additional funds in the case of any actual or expected violation of the terms and conditions of this agreement, if the Foundation is not satisfied with the quality of the work performed or activities undertaken, if the Foundation is not satisfied with the progress being made with respect to the project, if the Foundation determines the grantee is unable to complete the project, to meet campaign targets or matching gift requirements, if applicable, or if the Foundation determines the project is not in the interest of the public.

E. SITE VISIT

If requested by the Foundation, the Recipient will arrange opportunities for Foundation representatives to observe program activity or interview consenting project beneficiaries.

F. PUBLICITY

The Foundation strongly supports the work of its grantees and wishes to encourage the public's knowledge of the grantee's program. For potential media release language that can be used to describe the Foundation, please contact the Foundation. Any releases or other information that references the Foundation shall have the Foundation's prior approval.

G. ADDITIONAL FUNDING

The Recipient acknowledges that neither the Foundation nor its representatives have made any actual or implied promise of funding other than the amounts specified in this agreement.

H. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

I. MODIFICATION AND GOVERNING LAW

This agreement sets forth the terms of the grant. Any modification of this agreement may only be made in writing as signed by an authorized agent of Recipient and the Foundation.

J. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement will be construed under the laws of the State of Michigan. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Oakland County, Michigan.

IX. ACCEPTANCE OF TERMS AND AUTHORIZATION TO PROCEED

The grant terms and conditions described above are accepted by the following parties:

BOSCH COMMUNITY FUND



Kathleen Bushnell Owsley
President

June 30, 2020

Horizon Community Funds of Northern Kentucky

Nancy Grayson
President

Date


