

OK AS TO FORM
AMH 02-19-2024

AWARD CONTRACT United States of America Chess Federation P.O. Box 775308 St. Louis, MO 63177	CONTRACT NUMBER 2024-T1-07
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PART I GENERAL INFORMATION

1 ADMINISTRATION DATA

A United States of America Chess Federation Title 1 School National Event Grant

2 RECIPIENT ORGANIZATION

A NAME/ADDRESS/COUNTY Jefferson County Public Schools on behalf of - Grace James Academy of Excellence 1615 West Broadway LOUISVILLE, KY 40203	B RECIPIENT CONTACT (Name & Title) RoseMarie McCandless Academic Coordinator
C AMOUNT = \$4,000 USD	D TELEPHONE NUMBER/EMAIL rosemarie.mccandless@jefferson.kyschools.us

PART II PROJECT SCOPE OF WORK

PART III OFFER AND ACCEPTANCE

I, the undersigned, having the authority to take such action, certify that all information in this document is true and correct; that the funds awarded will be used solely for the purposes described in this Award Contract, and that the award of funds is conditioned upon this certification. Further, I, the undersigned, hereby accept this offer and agree to all terms and conditions contained herein, whether directly stated or incorporated herein by reference.

SIGNATURE OF RECIPIENT REPRESENTATIVE DATE

NAME AND TITLE OF AUTHORIZED RECIPIENT REPRESENTATIVE (Type or Print)

FOR THE UNITED STATES OF AMERICA CHESS FEDERATION

The Executive Director of the United States of America Chess Federation, having to take such the authority action, agrees to the terms and conditions of this Award Contract.

Printed Name of Executive Director

SIGNATURE

Date

**UNITED STATES OF AMERICA CHESS
FEDERATION**

Award Contract Conditions

1. **Parties.** This Award Contract (hereinafter “Award”) is entered into on the date first set forth above, by and between the United States of America Chess Federation (hereinafter the “US Chess”), an Illinois not-for-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S. Code § 501(c)(3)) and Jefferson County Public Schools on behalf of Grace James Academy of Excellence (hereinafter “RECIPIENT”), a(n) Title 1 organization having an address of 1615 West Broadway Louisville, KY 40203.
2. **Period of Performance.** The period of performance of this Award shall start on Nov. 20, 2023 (the “Commencement Date”) and end upon the earlier of (i) the date that that Project Scope of Work is completed or (ii) May 31, 2024 (the “Period of Performance”). The RECIPIENT must complete the Project Scope of Work within the Period of Performance. US CHESS, at its sole discretion, has the right to provide an extension of the Period of Performance.
3. **Project Scope of Work.** The RECIPIENT agrees to perform the scope of work tasks identified in Part II, page 1, of this Award (the “Project Scope of Work”). In fulfilling the terms of the Project Scope of Work, RECIPIENT shall list the United States of America Chess Federation as sponsors on advertisements promoting the Project Scope of Work, including, without limitation, fliers, promotional materials, posters, electronic mail, and social media.
4. **Payment/Return of Funds.** US Chess may request that RECIPIENT return any unexpended Grant funds remaining at the end of the Period of Performance. US CHESS reserves the right to discontinue, modify or withhold any payments to be made under this Award or to require a total or partial refund of any Grant funds, if, in US CHESS’ sole discretion, such action is necessary: (1) because RECIPIENT has not fully complied with the terms and conditions of this Award; (2) to protect the purpose and objectives of the Grant or any other charitable or educational purposes of US CHESS; or (3) to comply with any law or regulation applicable to the RECIPIENT, to US CHESS, or this Award.
5. **Deviation & Waiver.** The RECIPIENT shall not deviate from this Award. Further, the failure of US CHESS in any instance to insist upon a strict performance of the terms of this Award shall not be construed as a waiver or relinquishment for the future of the Period of Performance. No provision of this Award may be waived or amended, except that US CHESS may by written instrument and reasonable notice to recipient, waive, amend, or modify this Award consistent with applicable Federal, State, and local law.
6. **Reporting Requirements.** RECIPIENT whose Period of Performance extends for more than fourteen (14) calendar days must inform US CHESS of their progress on the Project Scope of Work at least each 21 (21) days from the commencement of the Period of Performance. RECIPIENT shall submit a written report to US Chess within forty-five (45) days after the end of the Period of Performance (the “Report”). The Report shall include testimonials, stories, and photos of those individuals who participated in the Project Scope of Work and those individuals who benefitted from the Project Scope of Work. RECIPIENT shall use its commercially reasonable efforts to obtain the written consent of those individuals who had their photos taken in conjunction with the Project Scope of Work so that US Chess may lawfully use the photos on its the website, social media sites, e-newsletters, and other public media. RECIPIENT shall provide a copy of the written consents to US Chess in the Report. The photos must identify the names of those individuals who consented to the use of their images for US Chess purposes, which such use shall be considered commercial use. The Report shall also include the number of individuals served by the Project Scope of Work and the number of those individuals who were female. The Report shall also include a summary of the activities completed in connection with the Project Scope of Work along with a summary of the lessons learned by the participants from the activities. The Report shall include a section pertaining to RECIPIENT’s future plans to further engage the individuals who participated in the Project Scope of Work, in chess. Finally, the Report shall include an accounting of the Grant funds expended in RECIPIENT’s performance of the Project Scope of Work. RECIPIENT shall provide such additional information, reports, and documents as US CHESS may reasonably request pertaining to the Project Scope of Work.

7. **RECIPIENT Representation and Warranties.**

- a. **Parties.** This Award Contract (hereinafter "Award") is entered into on the date first set forth above, by and between the United States of America Chess Federation (hereinafter the "US Chess"), an Illinois not-for-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S. Code § 501(c)(3)) and Jefferson County Public Schools on behalf of Grace James Academy of Excellence (hereinafter "RECIPIENT"), a(n) Title 1 organization having an address of 1615 West Broadway Louisville, KY 40203.
- b. The Grant shall be used for the Project Scope of Work, and not for any other purpose.
- c. It shall not use the Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.
- d. It accepts responsibility for complying with this Award's terms and conditions and shall exercise full control over the Grant and the expenditure of Grant.
- e. RECIPIENT shall, at its own expense, carry and maintain in force beginning on the Commencement Date, and at all times thereafter, commercial general liability insurance with limits of \$1,000,000.00, combined single limit bodily injury and property damage, per occurrence and in the aggregate. RECIPIENT agrees to provide US Chess with certificates of insurance evidencing coverage by the Commencement Date and, thereafter, within ten (10) days of US Chess' written request. A RECIPIENT using umbrella insurance will provide evidence of that coverage by the Commencement Date. Any new policy of insurance obtained under Section 7(e) of this Subaward shall name US Chess as additional insureds. No party named as an additional insured shall incur any liability for the payment of premiums for any such policy. Each policy shall have a notice of cancellation endorsement that provides that a policy may be cancelled by the company by giving to the insured and the additional insureds indicated on the certificates of insurance issued during the term of the policy, at least thirty (30) days written notice of cancellation, or in the case of non-payment of premium, at least ten (10) days' written notice of cancellation.
- f. RECIPIENT shall, at its own expense, conduct background checks on all staff affiliated with this Award. If a current background check is on file with RECIPIENT or with US CHESS, this requirement is considered waived.
- g. RECIPIENT agrees to adhere to all US Chess rules and policies, including the Safe Play policies.

8. **Indemnification.** To the extent permitted by law, RECIPIENT shall indemnify US CHESS and shall hold US CHESS harmless from all debts, claims, actions, losses, damages, and reasonable attorneys' fees and costs, to the extent caused by or arising out of RECIPIENT's breach of the terms and conditions of this Award or RECIPIENT'S performance of the Project Scope of Work; provided, however, that RECIPIENT shall not be liable for special, indirect, or consequential damages that may arise from or be related to its breach of this Award. Further, any award for damages against US CHESS shall not include special, indirect, or consequential damages that may arise from or be related to its breach of this Award.

9. **Miscellaneous.**

- a. The headings contained in this Award have been inserted for convenience only and in no way define or limit the scope of interpretation of this Award.
- b. This Award represents the full agreement of the parties, and supersedes all prior and contemporaneous agreements and understandings, if any, relating to the substance hereof between or among them. This is a fully integrated document. This Award may be amended only by a signed written agreement of all parties hereto.
- c. In the event any of the provisions of this Award are deemed to be invalid, illegal or unenforceable, those provisions shall be severable from the remainder of this Award, which shall continue, in full force and effect.
- d. It agrees to allow US CHESS to publicly announce the award of the Grant to RECIPIENT, including the name of the RECIPIENT, any partnering organizations, the Award Amount, the project location, and a general description of the project and its benefits.

- e. This Award shall be construed in accordance with and governed by the laws of the State of Missouri. It may be executed in any number of counterparts which together shall constitute but one and the same, instrument, and will bind and benefit US Chess and RECIPIENT and their respective successors. This Award may not otherwise be assigned by RECIPIENT without US Chess' prior written consent.