

CREATING OPPORTUNITY & INDEPENDENCE COMMUNITY SUPPORT GRANT AGREEMENT



Grant Application ID Number: 1640483
Grant Recipient Organization (the "Grantee"): Jefferson County Public Schools
Grantee Representative: Stephen Leach, PhD
Grant Title: Louisville Lightning Adapted Sports

Grant Amount Approved	(Year 1): \$ 99,500	("First Year Payment")
	(Year 2): \$ 19,500	("Second Year Payment")
	<u>\$119,000</u>	("Total Grant Amount")

Grant Term: October 31, 2026–October 30, 2028

Report Deadlines:

Progress Update: August 31, 2027

Final Narrative and Final Expenditure Report: November 30, 2028

FOUNDATION:

Craig H. Nielsen Foundation
18653 Ventura Boulevard #753
Tarzana, CA 91356

By: _____
Gordon R. Kanofsky, Co-Trustee, Craig H. Nielsen Foundation _____
Date _____

GRANTEE:

Signing Official Signature _____
Date _____

Print Name: _____ Title: _____

Street Address: _____

City, State Zip: _____

Office Number: _____ Email: _____

Images Opt-Out: By signing below, Grantee agrees that Grantee shall not provide any images for the Foundation's use, as provided for in Paragraph 11, and Paragraph 11 shall not apply to Grantee.

Signing Official Signature _____
Date _____

The Craig H. Neilsen Foundation (the "Foundation") agrees to make the following grant, and the Grantee agrees to accept such grant, in accordance with the terms in this Creating Opportunity & Independence Community Support Grant Agreement (this "Grant Agreement") effective as of the date of the last signature hereon. Each of the Grantee and the Foundation are hereinafter referred to as a "party" or together, the "parties."

1. Use of Grant Funds The Grantee agrees that the funds granted by the Foundation will be used only for the purpose described in the grant application identified above (the "Application"), and the sections of the Application entitled "Goals," "Abstract," and "Budget" (the "Incorporated Terms") are hereby incorporated by reference into this Grant Agreement. Except as otherwise provided in the Incorporated Terms, neither the Grantee nor the Foundation has designated these grant funds or any portion thereof for any institution/organization or individual other than the Grantee. Any deviation from the Incorporated Terms with respect to the use of these grant funds must be approved in advance by the Foundation in writing.
2. Payment of Grant Funds The Total Grant Amount will be paid in installments as follows:
 - a. The First Year Payment will be made following receipt of this signed Grant Agreement and the required deliverables in the Award Management System of ProposalCentral. The Grantee will be notified separately of the deadlines for returning these materials.
 - b. The Second Year Payment, if applicable, will be made following timely submission of the Progress Update by the Grantee (see Report Deadlines above) and acceptance of the report by the Foundation.
 - c. Notwithstanding any other provision of this Grant Agreement, if the Grantee does not provide the required deliverables and/or the Progress Update, Final Narrative and Final Expenditure Report by the deadlines mandated by the Foundation, this Grant Agreement may be cancelled by the Foundation, in the Foundation's sole discretion, at which time the Foundation's obligations under this Grant Agreement shall terminate.
3. Reversion of Grant If any portion of the grant funds is not used or committed for the purposes or within the Grant Term authorized by the Foundation, the Grantee shall either: (a) request the Foundation's written authorization for a modification to the requirements of this Grant Agreement or an extension of time for the disbursement of funds, the approval of which will be in the Foundation's sole discretion, or (b) promptly return the amount not used or committed to the Foundation. Notwithstanding the foregoing, if the Grantee requests the Foundation's written authorization for a modification to the requirements of this Grant Agreement or an extension of time for the use of such funds, as applicable, and the Foundation approves such modification, the Grantee may retain such grant funds to be used in accordance with this Grant Agreement, as so modified. The Grantee acknowledges that the Foundation has sole discretion to accept or reject the Grantee's request for a modification to this Grant Agreement in accordance with this Paragraph 3.
4. Disclosure of Other Funding Sources The Grantee represents that it has not received funding for the purpose described in the Application (or a substantially similar purpose) from any other third party. If, during the period of time between the submission of the Application and the receipt of the Grant Amount Approved, the Grantee receives any funding for the purpose described in the Application (or a substantially similar purpose) from any individual or entity other than the Foundation, the Grantee shall disclose the source and amount of such funding within fourteen (14) days of receipt of such funding. The Foundation reserves the right to reduce the Grant Amount Approved by the amount the Grantee receives from any other source.
5. Certification and Maintenance of Exempt Organization Status The Grantee represents that it has received and continues to hold its qualifications as one of the following: (a) a tax-exempt organization under Internal Revenue Code Section 501(c)(3) and a public charity as defined by Internal Revenue Code Section 509(a); or (b) a political subdivision of the United States or any state as defined in Internal Revenue Code 170(c)(1); or (c) the Canadian equivalent thereof. The Grantee hereby agrees it will immediately give written notice to the Foundation of any change in, or challenge to, its tax-exempt status or becomes a private foundation under Internal Revenue Code Section 509(a).

6. Reporting The Grantee shall submit a completed Progress Update form, if applicable, and a written Final Narrative and Final Expenditure Report to the Foundation no later than the date set forth on Page 1 of this Grant Agreement. Such reports shall be completed on the forms provided in the Award Management System of ProposalCentral and shall be submitted via ProposalCentral by the Grantee. Failure to provide any of these reports will result in the Grantee's inability to secure future grants for the organization and/or the individual submitting the grant.
7. Financial Review and Records The Foundation may, at its expense and on reasonable notice to the Grantee, inspect or audit, or have inspected or have audited by a third party selected by the Foundation, the records of the Grantee insofar as they relate to the activities funded by this grant. The Grantee hereby agrees it will maintain its books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records. In addition, the Grantee hereby agrees it will maintain records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation available to the Foundation for inspection at reasonable times from the time of acceptance of this grant until one (1) year after the Final Narrative and Final Expenditure Report has been submitted to the Foundation.
8. Evaluation The Foundation may, at its expense and on reasonable notice to the Grantee, conduct an evaluation of operations under this Grant Agreement, which may include visits by representatives of the Foundation to observe the Grantee's program procedures and operations and to discuss the program with the Grantee's personnel.
9. Inclusion and Accessibility The Neilsen Foundation values inclusion and accessibility, particularly with respect to the spinal cord injury communities. To the extent allowed by the law, both federal and in the Grantee's state, and/or the policies of the Grantee institution/system, Grantees are encouraged to promote inclusion and accessibility within their organization and to apply these practices across all programs to address the needs of the communities they serve. Implementation or expansion of inclusion and accessibility practices as part of the funded work or within the organization should be noted in progress and/or final reports.
10. Acknowledgement of Support and Grant Publicity All means of communications (e.g., scientific papers, articles, posters, press releases) referencing the grant shall acknowledge the Foundation's support. The parties may each publish, whether on their respective websites or otherwise, each party's name, the amount of the grant, and a description of the purpose and use of the grant without the prior approval of the other party. In addition, the Grantee need not obtain the Foundation's prior approval prior to publishing a scientific or medical journal submission or publication (a "Scientific Publication"). Neither party may use the other party's name for any commercial advertising or other commercial purpose.
11. Release and License of Grantee Images for Foundation's Use Grantee shall provide the Foundation three (3) to five (5) high quality images (preferably .jpg or .png files) which shall be mutually agreed upon by the parties ("Grantee Images"). Examples of allowable images are members of the PI/Grantee Representative's team, students in a classroom or lab, rehabilitation in action, recreational activities, or cells in a dish, etc. These images must be transmitted to the Foundation via the Deliverables tab in ProposalCentral. Grantee shall be solely responsible for securing any necessary permissions, releases, or rights to allow the Foundation to use the Grantee Images as contemplated herein.

Grantee hereby grants the Foundation, and anyone authorized by the Foundation, a non-exclusive, royalty-free, license to use the Grantee Images in any and all media now known or hereinafter invented without territorial limitation in perpetuity for any and all advertising/promotional purposes in connection with the Foundation's mission, services, and activities ("Marketing"). Grantee understands that the Foundation has no obligation to use the Grantee Images in any manner and Grantee waives all right to approve the final version of any Marketing. Grantee agrees to release the Foundation and its directors, agents, employees, officers, representatives, administrators, successors, and assigns from and against any costs, claims, damages, liabilities of any kind that Grantee may have which may arise from the use of the Grantee Images as provided herein. Grantee represents and warrants that Grantee has the legal

authority to grant all rights granted herein without violating the legal or equitable rights of any third party, including without limitation copyright, patent, trademark, right of privacy, and right of publicity. Grantee further agrees to indemnify, defend, and hold harmless the Foundation and its directors, agents, employees, officers, representatives, administrators, successors, and assigns, against and from any and all claims, actions, demands, damages, liabilities, costs, and penalties, including reasonable attorney's fees, arising directly or indirectly from the use of the Grantee Images including but not limited to any claim of actual or alleged infringement of third party rights, including trademark, copyright, right of privacy, patent, and right of publicity. If the Grantee cannot provide permission or prefers to not provide any images, the Grantee can sign the Images Opt-Out section on the signature page of this Grant Agreement.

12. Pre-Spending Authority The Grantee may, at its own risk and without the Foundation's prior approval, incur obligations and expenditures with respect to the grant purpose no more than thirty (30) days prior to the start date of the Grant Term if such costs are necessary to conduct the project and would be allowable under the grant, if awarded. If the grant is awarded, such obligations and expenditures incurred within such 30-day period may be paid or reimbursed, as applicable, with grant funds. If the grant is not awarded, the Foundation shall have no obligation to pay or reimburse said obligations and expenditures. In no event may such obligations and expenditures include any salary or fringe benefits for personnel working on or affiliated with the grant.
13. Intellectual Property The Foundation shall have no right, title, or interest to any form of intellectual property arising from the use of funds supplied by the Foundation under this Grant Agreement.
14. Substitute Grantee Representative If, at any time, the Grantee Representative is no longer employed by (or if the Grantee Representative is a volunteer or independent contractor, is no longer affiliated with) the Grantee, the Grantee must immediately update the Grantee's ProposalCentral account and must notify the Foundation of such termination. The Grantee must provide the Foundation with the identity and contact information for a substitute Grantee Representative.
15. Grant Term Modification In the event that the anticipated start date of the Grant Term is delayed by no fault of the Grantee or the Foundation during the Foundation's due diligence process and prior to the submission of all required deliverables in the Award Management System of ProposalCentral, the Foundation may propose a modification ("proposed Modification") to this Grant Agreement to change the Grant Term and the Report Deadlines, which proposed Modification shall be deemed approved unless the Grantee objects within thirty (30) days of the transmission of the proposed Modification to the Grantee. Any such proposed Modification shall be transmitted by the Foundation to the Grantee via the Correspondence tab in ProposalCentral and any such objection shall be transmitted by the Grantee to the Foundation via the Correspondence tab in ProposalCentral.
16. Unused Grant Funds Upon completion of the grant (i.e., Goals have been met) and following the Foundation's acceptance of the Grantee's Final Narrative and Final Expenditure Report, if unused grant funds equal or are less than \$1,000 (one thousand U.S. dollars), the Grantee may retain the unused grant funds.
17. Future Funding By funding this grant, the Foundation assumes no obligation to provide other or additional support for the Grantee for any purpose. This Grant Agreement is not to be construed as an obligation to provide annual or other periodic donations to the Grantee.
18. Liability None of the Foundation, its trustees, directors, employees, or agents shall incur any liability or bear any responsibility relating to or arising out of the Grantee's use, application, or expenditure of the grant funds.
19. Modification This Grant Agreement may be modified only by written agreement of the Foundation and the Grantee.

20. Entire Agreement This Grant Agreement constitutes the entire agreement among the parties and supersedes all prior written or oral statements or agreements.
21. Notices Unless specifically provided to the contrary, any notice required under this Grant Agreement will be in writing and sent by (i) registered or certified mail or (ii) a nationally recognized courier or delivery service, which notice shall be addressed to the parties at the addresses set forth on Page 1 of this Grant Agreement. Such addresses may be changed by notice to the other party given in the same manner as provided above. Any notice shall be deemed received upon the actual delivery thereof.
22. Authority Each signatory on Page 1 represents that they have requisite authority to bind the respective party to this Grant Agreement.
23. Signatures A copy of this Grant Agreement, or any signature page hereto, transmitted via ProposalCentral or other means of electronic transmission shall have the same force and effect as though it were an original.

*****End of Grant Agreement*****