

GRANT AGREEMENT

THIS GRANT AGREEMENT, (the Contract) entered into on _____ by and between New Bedford Day Nursery Inc., a non-profit corporation and private foundation duly organized and existing under the laws of the Commonwealth of Massachusetts and and the:

Grant Recipient:
Address:

GRANT RECIPIENT'S OBLIGATIONS

During the Term of this Agreement (as defined in Section III, below), the Grant recipient agrees to provide the following services to:

(Insert population/community)

(Define services specifically and include quantities)

PAYMENT

In full consideration for the Grant Recipient's promise to provide the services described in Section I, above, New Bedford Day Nursery shall award the grant recipient (upon the execution of this Agreement).

TERM

The term of this Agreement (the "Term") shall commence on the date hereof and continue until the one year anniversary hereof.

USE OF PAYMENTS

The Grant Recipient may only use the award it receives under this Agreement to provide those services defined in Section I, above. If the Grant Recipient fails to provide the service set forth in Section I, above, in accordance with the terms of this Agreement, it will be required to return the Award, as defined in Section II, above, to the New Bedford Day Nursery. If the Grant Recipient provides some, but not all, of the services it agrees to provide it shall be responsible for returning to New Bedford Day Nursery a pro-rated portion of the Award it received under Section II Agreement. In the event Grant Recipient is required to return a portion of the Award to New Bedford Day Nursery, the Grant Recipient agrees to return said monies immediately.

The Grant Recipient may not use the Award it receives for any purpose other than to provide those service described in Section I, above.

ASSIGNMENT

The Grant Recipient may not assign or delegate, in whole or in part, or otherwise transfer, any liability, responsibility, obligation, duty or interest under this Agreement.

RECORD KEEPING, RETENTION & INSPECTION OF RECORDS

The Grant Recipient shall maintain records, books, files and other data properly document its performance of the services set forth in Section I, above, and to substantiate its entitlement to Award, pursuant to Section II, above. The Grant Recipient shall retain said records for a period of three years after the termination of this Agreement, or for such additional period as is necessary for the resolution of any dispute, claim or audit.

The Board of Managers requires a specific, written accounting of how your agency expends the grant money awarded, as well as some form of published acknowledgement of New Bedford Day Nursery sponsorship by your organization. Compliance is necessary to create future funding eligibility. The "End of Project" report is listed below the application on the web site (New Bedford Day Nursery Fund.org). The deadline for the report is one month after completion of you project.

INDEMNIFICATION

The Grant Recipient shall indemnify and hold harmless New Bedford Day Nursery, its officers, agents and employees against any and all claims, liabilities and cost for any personal injury, property damages, or other damages alleged against the New Bedford Day Nursery which arise out of or in connection with the Grant Recipient's performance of its obligations under this Agreement, including, but not limited to, liability arising from the negligence, recklessness or intentional conduct of the Grant Recipient, its agents, employees or officers.

The Grant Recipient is not an agent of the New Bedford Day Nursery and shall at no time be considered an agent of the New Bedford Day Nursery.

IN WITNESS WHEREOF, the unsigned have executed this Agreement on the date and year first written above.

NEW BEDFORD DAY NURSERY

GRANT RECIPIENT

By: _____

By: _____

Title: Grants Committee Chair

Title: _____