

**LEHIGH VALLEY COMMUNITY FOUNDATION  
PENNSYLVANIA PARTNERS IN THE ARTS  
GRANT AWARD AGREEMENT**

THIS PENNSYLVANIA PARTNERS IN THE ARTS ("PPA") GRANT AWARD AGREEMENT (this "Agreement") is entered into on the Effective Date (as defined by signature date of this agreement) by and between Lehigh Valley Community Foundation having its principal office at 840 West Hamilton Street, Suite 310, Allentown, PA 18101-2422 ("PPA Partner") and the grantee, having its principal office at the address provided at the time of the Agreement signature ("Grantee"). The PPA Partner and Grantee shall collectively be referred to herein as the "Parties."

**RECITALS**

**WHEREAS**, PPA is a partnership between regional organizations, supported by the Pennsylvania Council on the Arts, created to support a wide variety of local and community arts activities; and

**WHEREAS**, based on the PPA Creative Entrepreneur Accelerator Application and any attachments, revisions and amendments thereto (collectively, the "Application") submitted by or on behalf of the Grantee, PPA Partner has determined that the Application is eligible for funding under the PPA guidelines and has been selected for funding.

**NOW, THEREFORE**, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Notices**. All notices given hereunder shall be made by United States mail, courier or commercial delivery services to the following respective addresses:

If to PPA Partner:                    840 West Hamilton Street, Suite 310 Allentown, PA 18101-2422

If to Grantee:                         Address provided at time of Agreement signature

2. **Grantee's Warranties**. The Grantee hereby represents and warrants to the PPA Partner that:

- a) the Grantee has the power to engage in all transactions contemplated by this Agreement;
- b) the Grantee has full power, authority, and legal right to execute and deliver, and to comply with the provisions of the Agreement;
- c) there is no suit, action or proceeding pending or, to the knowledge of the Grantee, threatened against or affecting the transactions contemplated hereby before or by any court, administrative agency, or other governmental authority, or which brings into question the validity of the transactions contemplated hereby;
- d) The Grantee is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Grantee further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions;
- e) The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this

Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site; and

- f) The Grantee, its subcontractors, and assignees, on behalf of employees and/ or agents, represent that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their activities hereunder. The Grantee, its subcontractors, and assignees further covenant that in the performance of this Agreement they will not knowingly employ any person having such interest.

3. **Specific Tasks.** The Grantee shall perform tasks in accordance with its Application.

4. **Grantee Responsibility.** The Grantee acknowledges that the duties outlined herein are and remain the sole responsibility of the Grantee and shall not be the responsibility of the PPA Partner.

5. **Agreement Term.** The Term of this Agreement shall commence as of the date PPA Partner executes this Agreement (such date, the "Effective Date") and shall terminate one year after the effective date, unless sooner terminated as provided hereinafter (the "Term"). This Agreement is not binding in any way until this Agreement has been fully executed and delivered to the Grantee. The Parties may extend the Term through a written agreement prior to the end of the Term.

6. **Payment Provisions.**

a) The PPA Partner has awarded the Grantee the aggregate amount listed in the Grant Award Notification subject to the terms and conditions of this Agreement (the "Grant"). The PPA Partner shall disburse the Grant once this Agreement is fully executed. The Grantee shall use the Grant to carry out the activities described in the Application. The PPA Partner will not be liable for any expenditure by the Grantee that is not for project activities or that is for costs exceeding the Grant. The Grantee must submit a final report to the PPA Partner detailing the completion of the project and an accounting of the use of the Grant proceeds. This report is due no later than thirty (30) calendar days after the end of the Term.

b) Grant funds cannot be used for any of the following:

- i. Activities outside the Term.
- ii. Activities that have a religious purpose.
- iii. Payments to lobbyists.
- iv. Activities for which academic credit is given.
- v. Offsets to regular business operating costs, including regular salary or wages.
- vi. Hospitality, food, or beverages.

c) All payments under this Agreement by the PPA Partner are conditioned upon the appropriation of funding from the Commonwealth of Pennsylvania (the "Commonwealth"). All expenses must be incurred during the Term. The Grantee must return all unspent Grant funds to the PPA Partner within thirty (30) calendar days after the Term.

d) The Grantee shall refund to the PPA Partner any overpayment of Grant funds. Occurrences that could result in an overpayment include, but are not limited to, the following:

- i. the Grantee has unused Grant funds after completing the project activities contemplated by this Agreement;
- ii. the Grantee fails to carryout project activities; and
- iii. the Grantee uses the Grant funds for ineligible costs.

7. **Acknowledgement.** The Grantee agrees to acknowledge the support of the Pennsylvania Council on the Arts and the PPA Partner as appropriate and applicable in media interactions concerning the sources of financial support of the Grantee, and further by displaying the Pennsylvania Council on the Arts' and the PPA Partner's logos, which the PPA Partner shall share with the Grantee upon request, on the Grantee's website and social media content.

8. **Termination.** In the event of termination of the Agreement, the Grantee shall return all unspent Grant funds to the PPA Partner on or before the effective date of termination or within five (5) calendar days of receipt of notice of termination for cause. Upon termination, all project records shall be made available if requested by the PPA Partner. The Grantee shall refund any overpayment of Grant funds to the PPA Partner as

required under this Agreement.

- a) Termination for Cause: The PPA Partner may terminate this Agreement by giving written notice to the Grantee if, in the opinion of the PPA Partner, any of the following has occurred: (1) for any reason the Grantee fails to fulfill in a timely and proper manner its obligations under this Agreement; or (2) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this Agreement. The notice of termination shall be effective upon Grantee's receipt.
- b) Termination for Convenience: The PPA Partner may terminate this Agreement at any time by giving written notice to the Grantee. The PPA Partner shall send the notice at least fifteen (15) calendar days prior to the effective date of termination specified in the notice.

**9. Audit Requirements.**

- a) The PPA Partner and the Commonwealth and their authorized representatives and agents reserve the right to perform financial and/or performance audits if deemed necessary. The Grantee shall maintain complete and accurate books, records, and documents that support the use of the Grant funds. The Grantee agrees to make available, upon reasonable notice, at the office of the Grantee, during normal business hours, for the Term of this Agreement and the retention period set forth in this section, any of the books, records, and documents for inspection, audit, or reproduction by the PPA Partner or the Commonwealth.
- b) The Grantee shall preserve all books, records, and documents related to this Agreement for a period of time that is the greater of three years from the end of the Term, until all questioned costs or activities have been resolved to the satisfaction of the PPA Partner, Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.
- c) The PPA Partner and Commonwealth reserve the right to audit, inspect, and review the Grantee's and any subcontractor's records subject to the provisions of this Section 9.
- d) The Grantee shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions. The Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. The Grantee, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to the Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this Agreement.

**10. Amendments.** Prior to the end of the Term, the parties may amend the terms of this Agreement through a written amendment executed by both of the Parties. The Grantee understands that submitting a request for an amendment to the PPA Partner less than sixty (60) days prior to the end of the Term may result in the PPA Partner denying such request. Any costs incurred by the Grantee prior to the complete execution of the amendment are incurred at the Grantee's risk.

**11. Assignment.** The Grantee shall not assign or otherwise transfer its rights, interest or obligation under this Agreement, whether by operation of law or otherwise without the prior written consent of the PPA Partner. The Grantee may not assign any claim for funds due or to become due under this Agreement as collateral. Consent of an assignment does not establish any legal relationship between the PPA Partner and the assignee, or any other third party. The PPA Partner assumes no liability for any act or omission committed pursuant to such an assignment.

**12. Independent Contractor.** The rights and duties granted to and assumed by the Grantee under this Agreement are those of an independent contractor only. Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the PPA Partner and the Grantee, or between the Commonwealth and Grantee.

**13. Indemnification.** The Grantee shall indemnify and hold the PPA Partner and the Commonwealth (collectively, the "Indemnitees") harmless against any and all claims, demands, and actions based or arising out of any

activities performed by the Grantee and its employees and agents under this Agreement and shall, at the request of the Indemnitees, defend any and all actions brought against the Indemnitees based upon any such claims or demands.

The Grantee assumes sole legal responsibility for any claims for damages asserted against the Indemnitees, or any employees thereof, resulting from the negligence or willful actions of the Grantee involving copyright infringements, violation of personal privacy, misappropriation of ideas or rights and literary piracy or plagiarism. The assumption of legal responsibility by the Grantee shall include but not be limited to the assertion of defenses on the part of the Indemnitees and employees thereof, and the costs of such assertion. The Indemnitees will give the Grantee prompt notice of such claims brought to its attention and the Grantee may control the defense or settlement thereof. The Grantee's responsibilities under this article with respect to the proposed activities conducted under this Agreement continue beyond the end of the Term.

**14. Right to Know Law.** Grantee understands that this Agreement and records related to or arising out of the Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). The Grantee is required to adhere to the following requirements:

- a) The Grantee shall notify the PPA Partner in writing of any change in the name or the contact information within a reasonable time prior to the change.
- b) If the Grantee fails to provide access to, and copies of the requested information to the PPA Partner, within the period specified by the PPA Partner, the failure shall be considered an event of default and the Grantee shall pay, indemnify and hold the PPA Partner harmless for any damages, penalties, detriment or harm that the PPA Partner may incur as a result of the Grantee's failure to produce the requested information.
- c) The Grantee agrees not to challenge PPA Partner's decision to deem the requested information a Public Record as defined by the RTKL, or in any way hold the Commonwealth or PPA Partner liable for such a decision. However, if the Grantee believes the requested information to be a Trade Secret as defined by the RTKL, then the Grantee will provide a statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL within the timeframe prescribed by the PPA Partner. The PPA Partner may then, at its sole discretion, refer this matter to the Commonwealth for final disposition. The Commonwealth's determination as to whether the requested information is a Public Record will be dispositive of the question as between the Parties to this Agreement.

**15. Miscellaneous.**

- a) Recitals. The recitals contained herein are incorporated by reference as a material part of this Agreement.
- b) Counterparts. This Agreement may be executed in various counterparts, each of which shall be an original but all of which shall constitute one instrument.
- c) Severability. If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Agreement, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.
- d) Choice of Law. This Agreement shall be governed by the laws of the Commonwealth and may be amended only in writing signed by both Parties hereto. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- e) Survival. The Grantee's responsibilities under federal, Commonwealth, and local laws, regulations, and ordinances with respect to this Agreement continue beyond the Term of this Grant Agreement.
- f) Construction. This Agreement shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

- 16. Compliance with Applicable Laws.** The Grantee shall comply with all applicable federal, state and local laws, regulations and ordinances, and all terms and conditions in this Agreement.
- 17. Entire Agreement.** This Agreement, including the Application, hereby incorporated by reference, constitutes the entire agreement between the Parties. No agent, representative, employee or officer of either the PPA Partner or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. This Agreement is the complete and exclusive statement of the material understanding of the Parties hereto with respect to the matters contained herein and supersedes and cancels all prior written and oral agreements with respect to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Agreement as of the Effective Date. The grant agreement award acceptance signature line for execution is listed electronically in Foundant, LVCF's grant management software.