



**MOUNT ATHOS FOUNDATION OF AMERICA, INC.
GRANT AGREEMENT FOR COMPLEX PROJECTS**

Date of Agreement: _____
Grantee: _____
Purpose of Grant: _____
Total Amount of Grant: _____
Award Date: _____
Grant Period: _____
Payment Schedule: _____

The grant to _____ (“Grantee,” “Grantee Organization”) from the Mount Athos Foundation of America, Inc. (“Grantor,” “MAFA”) is for the explicit purposes described in Grantee’s request and subject to Grantee’s acceptance of the terms described herein.

WHEREAS, Grantor is a nonprofit corporation organized in the United States of America and operated for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (“Code”) and desires to provide a grant to Grantee to conduct religious, charitable, scientific, literary, or educational activities;

WHEREAS, the parties hereto recognize that every effort shall be made to safeguard the integrity of Grantor’s tax status under section 501(c)(3) of the Code;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

Grant Purpose: This grant is for the exclusive purpose of supporting Grantee’s religious, charitable, scientific, literary, or educational activities.

Expenditure of Grant Funds: The funds provided may be spent only in accordance with the provisions of Grantee’s funding request and budget as approved by MAFA and as reflected in the total amount of grant specified above. The program of activity funded by this grant and its budget are subject to modification only with Grantor’s prior written approval. Questions that may arise about the program’s responsibilities, goals, expected results, and workplan are resolved by reference to these documents. Grantor reserves the right to exercise oversight, in whatever manner it deems suitable with respect to Grantee’s use of these funds.

Grantee shall not use any of the Grant funds: (a) to carry on propaganda, or otherwise attempt to influence legislation; (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; (c) for any grant to an individual for travel, study or other similar purposes by the individual (unless the grant satisfies the requirements of §

4945(g) of the Code), or for a grant to an organization; or (d) for any purpose that is not religious, charitable, scientific, literary, or educational.

Reversion of Grant Funds: Grantee will return to Grantor any unexpended funds at the close of the grant period. Funds also shall be promptly returned if Grantor determines that Grantee has not performed in accordance with the terms of this Grant Agreement and the approved program and budget.

Reports to Grantor: Grantee will furnish Grantor with quarterly written reports addressing all points listed in the following guidelines. These reports will supply sufficient information for Grantor to determine that the Grant is being used for the purposes intended and for Grantor to fulfill its own public reporting responsibilities.

Progress reports are intended to provide periodic assessments of activities being supported by Grantor. They should be submitted on a quarterly basis and should include the following information:

- A summary of receipts and expenditures. Each report shall provide an itemized statement of costs incurred by Grantee in performance of this agreement. Reports on other functions performed under this agreement shall be submitted from time to time and in a form satisfactory to Grantor.
- A description of work conducted by Grantee during the period in pursuit of the general objectives set forth in the grant proposal.
- An evaluation of the impact and results of work undertaken and an assessment of progress that has been made in meeting stated goals. Grantee is encouraged to report not only the positive results of its activities, but also any problems that have arisen along with a description of measures that have or will be put into practice to resolve them.
- A description and explanation of any changes in the nature, methodology, and/or objectives of the project as presented in the initial funding proposal.

Grantee shall keep records satisfactory to Grantor related to performance of this agreement.

Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this contract available to Grantor or its designated representatives, auditors, or legal counsel to determine compliance with the terms of the contract and applicable law.

Grantee agrees to defend and hold harmless Grantor and its officers, employees, and volunteers from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this Grant or the expenditure of grant funds.

Grantee agrees to comply with Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; and with Federal law, embargoes and trade sanctions regulating international transactions, unless a court of competent jurisdiction has adjudged such prohibitions invalid.

The USA Patriot Act of 2001 and other federal laws and regulations and executive orders administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. Grantee warrants and represents that as of the date of application and continuing through the term of the grant award, none of the

following is a country, territory, individual or entity named on the OFAC lists of Sanctioned Countries or Specially Designated Nationals:

- Grantee;
- any person or entity controlling or controlled by Grantee;
- any person or entity having a beneficial interest in Grantee; or
- any person or entity for whom Grantee is acting as agent or nominee in connection with this transaction.

Grantee understands and agrees that any violation of this paragraph will be grounds for immediate termination of the Grant.

This Agreement shall be governed by the laws of the State of South Carolina, United States of America, without regard to its conflict-of-laws principles. Any actions or proceedings with respect to any matter arising under or growing out of this Agreement or the performance of this Agreement shall be instituted and processed only in state or federal courts located in the State of South Carolina. Each party specifically consents to service of, process by, and the jurisdiction of and venue in, those courts, and waives any inconvenient-forum claims related thereto.

If this Agreement sets forth Grantee’s understanding of the terms of this Grant, please indicate agreement to such terms by returning the enclosed copy, within three weeks of receipt of this agreement, signed by an appropriate officer of the grantee organization.

For Grantee:

For Grantor:

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name and Title)

(Name and Title)

(Date)

(Date)