



16 N.W. 63rd Street
Oklahoma City, OK 73116
Phone: 405-607-4771
Foundation@DeltaDentalOK.org

Grant Agreement

Date of Agreement:

Grantee Organization:

Address:

DDOKF Grantee ID:

DDOKF Grant #:

Program/Project:

Amount of Grant:

Award Date:

Grant Period:

Disbursement Schedule:

This agreement is between Delta Dental of Oklahoma Foundation (“Foundation”) and (“Grantee”). In addition to complying with the representations contained in your grant request, which are incorporated by reference herein, the Foundation is making the grant based upon your agreement to the following conditions:

- **Use of Funds:** Use of funds cannot deviate from the purposes stated on the grant application without written consent from Foundation. Grantee will use all proceeds of the grant only in any manner which is permitted under Section 501(c)(3) of the Internal Revenue Code (“Code”).
- **Equipment Expenditures:** Grantee agrees to exercise due diligence in the purchase of equipment by making informed purchasing decisions and seeking discounts when possible. Further, the Grantee agrees to submit two competitive bids to the Foundation regarding the purchase of any single item costing in excess of \$5,000.00. In the event the Program/Project funded by this grant is terminated, items with original cost exceeding \$5,000 that have been purchased with grant funds must be turned over to the Foundation to be contributed to another 501(c)3 organization.
- **Tax Exempt Status:** The Grantee represents that it is a nonprofit, tax-exempt organization as defined in Section 501(c)(3) of the Code and is not a private foundation as defined by Section 509(a) of the Code. The Grantee shall immediately give written notice to Foundation if Grantee ceases to be exempt from Federal Income Tax under Section 501(c)(3) of the Code. It is expressly agreed that any change in the Grantee’s tax status or any use by Grantee of the grant proceeds for any purpose other than those specified in Section 501(c)(3) of the Code will terminate this grant.
- **Reporting Requirements:** The Grantee agrees to submit a **Final Grant Report** by March 1 following the end of current grant (calendar) year, utilizing the *Final Grant Report Form* and, if applicable, the *Services Value Worksheet* provided by the Foundation. For grants *exceeding \$5,000*, grantee agrees to submit a **Mid-Year Grant Report** by August 31 of the current grant year, utilizing the *Mid-Year Grant Report Form* provided by the Foundation.
- **Indemnification:** The Grantee agrees to indemnify and hold harmless the Foundation and its members, directors, and agents against and from all liabilities and expenses (including reasonable attorneys’ fees and court costs) which are threatened, may be imposed upon, incurred by, or asserted against such persons relating to the project funded by the grant or results of that project.

- **Ability to Perform:** If, in the Foundation’s judgment, Grantee becomes unable to carry out the purposes of this grant or fails to comply with any of the conditions hereof, the Foundation may terminate this grant. The Foundation reserves the right to terminate or modify any payments pursuant to this grant, should this be deemed appropriate by the Foundation.
- **Obligation of Support:** It is expressly understood that the Foundation has no obligation to provide other or additional support to Grantee for purposes of this project or for any other purposes.
- **Publicity:** The Grantee agrees to get the Foundation’s approval on any materials bearing the Foundation’s name or logo in advance. The Grantee also gives the Foundation permission to use photographs, logos, information, and any other materials the Grantee supplies, without further notice, in press releases, websites and/or publications.
- **Governing Law:** The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.
- **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.
- **Supersede:** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. This Agreement may only be amended by written agreement signed by both parties. The persons signing this Agreement represent that they have full authority to do so and that their signatures shall bind the parties for which they sign.

*To evidence your agreement to be bound by the terms of this grant, please **sign and return one copy of this document to the Foundation by mail or email.***

Agreed and Accepted By:	
“Foundation” Delta Dental of Oklahoma Foundation	“Grantee” Signature _____ Print Name _____ Title: _____ Date: _____

Submit executed Agreement to: Foundation@DeltaDentalOK.org (preferred)
Or mail to: Delta Dental of Oklahoma Foundation
 16 N.W. 63rd Street
 Oklahoma City, OK 73116