Grant Agreement

DATE

Name
Organization
Address
City, State Zip

Dear <<NAME>>:

The Wisconsin Medical Society Foundation (“Foundation”) has approved a grant in the amount of $ .00 to <<ORGANIZATION>> for your <<PROJECT NAME >> as outlined in your proposal submitted for the <<DATE>> application deadline. This Letter of Agreement is entered into by and between the Foundation and the <<ORGANIZATION>> (“Grantee”), in accordance with the terms set forth herein.

1. Grantee agrees to utilize all funds provided by the Foundation for the requested purpose described in Grantee’s application submitted for the <<DATE>> application deadline and to acknowledge support from the Foundation in print materials and during presentations, as appropriate, in the following manner:

   Supported by an educational grant from the
   Wisconsin Medical Society Foundation

   Or, if listed with other support, acknowledge our organization as:
   Wisconsin Medical Society Foundation

2. Grantee agrees to notify the Foundation’s Executive Director if there is any material change in the nature of the activities described in the grant application, significant modification of the timeline or the budget for the project, prior to implementation of any such changes. Any changes to the activities must be approved in writing by the Foundation prior to implementation. Grantee further agrees that any material change in the scope, timing and budget of the project, if not approved by the Foundation may result in revocation of the grant. In the event that the grant is revoked, Grantee shall be obligated to immediately refund any money furnished by the Foundation for the project.

3. Grantee agrees to provide the Foundation with periodic status or progress reports regarding the project if requested, with a final written report provided as noted in paragraph 9.
4. The parties agree that Grantee shall have the right to subcontract with other entities to implement the approved project. The Foundation will deal directly with Grantee at all times and Grantee shall be solely responsible for the performance and payment of any subcontractors, agents or employees.

5. Grantee shall provide the Foundation with a written list of all sources to which Grantee applied for funding for the project, identifying separately the sources that provided funding and the sources that did not. In the event that Grantee applies to other sources during the performance of the project, Grantee shall have a continuing obligation to immediately update the list of funding sources and provide such information to the Foundation.

6. The Foundation retains the right to release information regarding this grant to its contributors, and to otherwise publicize information regarding the grant and Grantee in written reports or in any printed, oral or electronic medium as deemed appropriate by the Foundation. The Foundation hereby gives permission to Grantee to publicize the receipt of the grant. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant or the funded program, which come to the Grantee’s notice or attention. In consultation with the Foundation, Grantee agrees to acknowledge the Foundation as the funding source in all printed materials, releases, and published results of the project as appropriate.

7. Grantee agrees to keep detailed financial and other records to show that the funds were used exclusively for the purposes of the grant.

8. Grantee agrees to return any portion of the grant that is not specifically used for the project to the Foundation at the end of the timeline identified in the grant application.

9. Grantee agrees to prepare a final written project report, which shall contain the precise conclusions, outcomes and costs of the project. The report shall include an accounting of all funds expended and shall be written in a manner that identifies any concepts that were learned or proven and written in a manner that would allow others to replicate the project. The written report must be provided to the Foundation by February 28 of the year following the project activities.

10. The Foundation reserves the right to make a site visit during the time that the project is in progress or at the time that the project is completed. In the event that the Foundation should have any question regarding the progress of the project that is not resolved by the periodic reports required by Paragraph 3 of this Agreement, the Foundation may request and Grantee shall provide a status report detailing the progress of the project within 10 days of the Foundation’s request for such status report.

11. Grantee agrees to immediately provide supporting documentation to the Foundation and its auditors detailing how the grant for the project was used in the event that Grantee’s award of funds is selected for testing as part of the Foundation’s annual audit.

12. Nothing in this Agreement shall create any relationship between the Foundation and Grantee other than the relationship of grantor and grantee. This Agreement shall not be deemed
to create any relationship of agency, partnership, employment or joint venture between the
parties hereto, and Grantee shall not make any such representation to any person or entity.

13. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by
law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees,
employees and agents, from and against any and all claims, liabilities, losses and expenses
(including reasonable attorney’s fees) directly, indirectly, wholly or partially arising from or in
connection with any act or omission of Grantee, its employees, subcontractors or agents, in
applying for or accepting the grant, in expending or applying the funds furnished by the
Foundation pursuant to the grant application, or in carrying out the program or project funded by
the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in
connection with any act or omission of the Foundation, its officers, directors, trustees, employees
or agents.

14. This Agreement shall be construed and enforced in accordance with the laws of the State
of Wisconsin.

15. In the event any provision hereof shall be declared to be invalid or unenforceable, such
declaration of invalidity or unenforceability shall not affect any remaining provisions hereof,
which can be given effect.

16. This Agreement constitutes the entire understanding of the parties with respect to the
subject matter herein and all negotiations, representations, warranties and agreements whether
oral or written made between the parties are merged herein. The Agreement shall not be
amended or modified except by a subsequent written agreement between the parties. The failure
of either party to object or to take affirmative action with respect to any conduct of the other that
is in violation of this Agreement shall not be construed as a waiver of that violation or of any
future violations of the provisions of this Agreement.

17. Grantee agrees and acknowledges that Grantee has the authority to enter into this
Agreement and comply with the terms set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their
respective representatives.

________________________________________  ________________
<<NAME>>         Date
Grantee

________________________________________  ________________
Executive Director  Date
Wisconsin Medical Society Foundation