



**GRANT AGREEMENT BETWEEN
QUALITY INSIGHTS INC.
AND
[INSERT GRANTEE NAME]**

Date of Agreement:

Purpose of Grant:

Total Amount of Grant:

Award Date:

Project Period:

Payment Schedule:

This grant is awarded by Quality Insights Inc. (Quality Insights) to [INSERT GRANTEE NAME] (Grantee) subject to the following terms and conditions:

- A. This grant must be used for the purpose identified above, as described in the Grantee's proposal, included as Attachment A and may not be expended for any other purposes without Quality Insights' prior written approval.
- B. Grantee represents and warrants that it has been recognized as an organization described in section 501(c)(3) of the Internal Revenue Code and is classified by the Internal Revenue Service (IRS) as a public charity within the meaning of sections 509(a)(1), (2), or (3) of the Internal Revenue Code (though not a Type III supporting organization described in Section 509(a)(3)(B)(iii) that is not functionally integrated nor meets the responsiveness test thereunder); or, is an entity such as a house of worship or governmental subdivision that meets the requirements of section 501(c)(3) of the Internal Revenue Code; or, is a government entity or political subdivision described in Section 170(c)(1) of the Internal Revenue Code. Grantee will inform the Quality Insights immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status described above.
- C. This grant may be used for Grantee's exempt activities as permitted under Section 501(c)(3) of the Internal Revenue Code.
- D. Quality Insights may request that Grantee return any unexpended grant funds remaining at the end of the Project Period. Should funds remain at such time, Grantee will contact the Quality Insights to discuss options including extending the Project Period, returning grant funds, and/or other options.
- E. Grantee may not use this grant to pay finder's fees, commissions, or percentage compensation to a fundraising professional, staff, consultant, or other organization; and this grant may not be counted in determining the total amount of compensation to be paid to a fundraising professional, staff, consultant, or other organization.
- F. Grantee shall not disburse grant funds to any recipient acting as a fiscal sponsor or agent and shall not otherwise assign this grant agreement without the prior written consent of the Quality Insights.

- G. Grantee will provide to Quality Insights the following reports, according to the specified schedule:

<u>Date</u>	<u>Type</u>	<u>Notes</u>

- H. Grantee will provide promptly such additional information, reports, and documents as Quality Insights may request and will allow Quality Insights and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by Quality Insights.

- I. Points of Contact:

Quality Insights

Name: _____

Title: _____

Email: _____

Phone: _____

Grantee

Name: _____

Title: _____

Email: _____

Phone: _____

- J. Grantee will allow Quality Insights to review and approve any text of any proposed publicity concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, Quality Insights reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product. If Grantee is a scientific or research institution that is legally required to disclose supporters, Quality Insights asks that this support be recognized as a grant and list us as "Quality Insights". Grantee agrees to permit Quality Insights to include and/or disseminate information about the grant and/or Grantee in its publications and communications, both print and electronic.
- K. Quality Insights reserves the right to discontinue, withhold, or modify any payments or the payment schedule made under this grant award, or to require a total or partial refund of any grant funds if, in Quality Insights 's sole discretion, such action is necessary because: (i) Grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) Grantee's status as not a private foundation under Section 509(a) or as not a Type III supporting organization as described above is changed; (iii) in the Quality Insights 's sole judgment, Grantee becomes unable to carry out the purposes of the Grant, ceases to be an appropriate means of accomplishing the purposes of the Grant or fails to comply with any of the conditions hereof; (iv) if Grantee breaches this Agreement; (v) if Grantee's conduct jeopardizes Grantee's legal or tax status; (vi) because Grantee has not fully complied, or is not able to fully comply, with the terms and conditions, or representations and warranties, of this grant agreement; (vii) to protect the purpose and objectives of the grant or any

other charitable activities of the Quality Insights ; or (viii) to comply with any law or regulation applicable to the Grantee, to the Quality Insights , or this grant. Any use by Grantee of the grant funds for any purposes other than those specified in this Agreement will terminate Quality Insights 's obligation to make further payments under this Grant.

- L. If the Grant is terminated prior to the scheduled completion date, upon Quality Insights' request, Grantee shall provide Quality Insights a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.
- M. Grantee shall promptly notify Quality Insights in writing if: (i) there is any change in circumstances that might affect Grantee's ability to carry out the Grant; (ii) Grantee undergoes a merger, division, or other corporate reorganization; (iii) Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or makes an assignment for the benefit of creditors; (iv) Grantee becomes subject to an investigation or proceeding brought by the Internal Revenue Service, Attorney General, any other regulatory agency, or any governmental unit; or (v) Grantee receives notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant. Upon the occurrence of any of the events described in this Section, the Quality Insights reserves the right, at its option, to unilaterally amend the terms of the grant, including the right to terminate the grant.
- N. As part of the ISO 9001:2015 certification process, Quality Insights must ensure that all of our partners understand, and are in compliance with, our quality management standards. Quality Insights is committed to total customer satisfaction. This means we aim to successfully meet or exceed the requirements of all of our contracts and produce the highest quality work products, services, and deliverables. Achieving this commitment requires professionalism, knowledge, ability, and high performance from every Quality Insights team member—including employees, subcontractors, consultants, and independent contractors. It also requires every person working on behalf of our company to understand, embrace, and demonstrate the continuous quality improvement (CQI) process. Poor performance on any of these points risks negatively impacting our customer relationships, reputation, and ability to meet our mission. By working together, we can ensure we continue to be a "go-to" resource for quality services and support.
- O. The Grantee shall indemnify and hold Quality Insights, its employees or agents, harmless from any and all claims, demands or suits or any action arising from their use of the grant funds.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

Quality Insights

INSERT GRANTEE NAME

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A – Grantee’s Proposal