



JPMA Cares Grant Program Terms and Conditions

1. Grantee is an organization that is currently recognized by the IRS as a public charity under section 501(c)(3) of the Internal Revenue Code. If grantee has tax-exempt status through another section of the Code, documentation must be provided to JPMA Cares ("Foundation").
2. Grantee agrees to notify the Foundation of any change in tax-exempt status or in its ability to execute the grant and use grant funds for the stated purpose of the grant.
3. Grantee will utilize funding only for the purposes detailed in their application and/or in the grant award notification letter.
4. Grantee certifies that this grant does not represent payment of a pledge or other personal financial obligation on behalf of any Foundation representative(s), family members, or businesses they control.
5. Grantee certifies that no tangible benefit, goods, or services (including dinners, tickets, seating priority, etc.) were or will be received by any individual or entities connected with the Foundation.
6. Grantee certifies this grant was not earmarked for lobbying, electioneering, or political activities of any kind.
7. In compliance with Executive Order 13224 and the Patriot Act, grantee certifies that it is not a terrorist or terrorist-supporting organization and agrees not to promote or engage in violence, terrorism, or bigotry.
8. Any unused portion of the Foundation grant funding must be returned to the Foundation upon completion of the grant term. (Unless otherwise specified, the grant term is one calendar year following the date of the grant check).
9. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities in the Foundation's public communications and news releases.
10. Grantees will acknowledge the Foundation's funding in an appropriate manner in all publications, press releases, talks, interviews, audio recordings, films/video, and other media and activities related to or resulting from grant-funded activities. Any other use of the Foundation's name or logo is subject to the prior written approval of the Foundation.
11. Grantee will promptly provide such additional information, reports, or documents as the Foundation may request.
12. The Foundation reserves the right to terminate this grant should the Grantee fail to comply with the terms and conditions of this agreement.
- 13.1 The following events shall constitute a Default under this Agreement:
 - (a) Any Grant proceeds are used for any purpose other than Eligible Program Costs.
 - (b) The Grantee breaches any covenant, representation, warranty, or other provision of this Agreement, which breach is not cured as set forth above.
 - (c) The Grantee breaches any covenant, representation, warranty, or other provision in any other Grant Document, which breach continues beyond any applicable grace or cure period.
 - (d) Any statement made in any certificate, report or opinion (including legal opinions), financial statement, or other document furnished in connection with the Grant was incorrect in any material respect when made.
 - (e) The Grantee fails to comply with any requirement imposed by any Governmental Authority in connection with the Program within 30 days after written notice of the requirement is made or within any other time period set by the



Governmental Authority; or if any proceeding is commenced or action taken to enforce any remedy for a violation of any requirement of a Governmental Authority in connection with the Program.

(f) The Program is not completed by the Completion Date.

(g) A permanent or preliminary injunction, excluding an ex parte injunction, is issued by a court of competent jurisdiction that lasts for more than 90 days and prohibits the Grantee from carrying out any of its Obligations as set forth herein or Grantee is insolvent or adjudicated bankrupt.

(h) Without the prior written consent of the Grantor, the Grantee is dissolved by operation of law

(i) Without the prior written consent of Grantor, the Grantee pays grant funds to family members of Grantee or its Directors.

13.2 Remedies are provided for and not exclusive of other rights as follows:

(a) Upon the occurrence of any Default, the Grantor may:

(i) Require the immediate repayment of the unspent amount of the Grant, and immediate payment of any Obligations with interest from the date of default at the maximum rate then set forth by law.

(ii) At any time proceed to protect and enforce all rights and remedies available to the Grantor under this Agreement or by Law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;

(iii) Suspend or terminate the Grantee's authority to receive any undisbursed Grant proceeds at any time by written notice to the Grantee; and

(iv) Exercise any of its rights and remedies under any of the GrantDocuments.

(b) All remedies provided for in this Agreement or by Law are cumulative and are in addition to any other rights and remedies available to the Grantor under any Law. The exercise of any right or remedy by the Grantor shall not constitute a cure or waiver of any Default, nor invalidate any act done pursuant to any notice of Default, nor prejudice the Grantor in the exercise of those rights.

(c) The failure of the Grantor to insist upon performance of any term of this Agreement shall not constitute a waiver of any term of this Agreement. No act of the Grantor shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

(d) If the Grantor suspends or terminates this Agreement, the rights and remedies available to the Grantor shall survive the suspension or termination.

(e) In no event shall Grantee's total liability to Grantor be greater than the actual amount of funds disbursed by Grantor to Grantee for the Program under this Agreement.

Last Updated 1/30/2023