

ACE Grant Agreement
between
United Way Suncoast, Inc.
And
[Partner]

United Way Suncoast, Inc. (“UWS”) and [_____] (“Partner”) enter into this grant agreement (the “Agreement”) with the following conditions entailed.

Purpose: United Way Suncoast partners with non-profit human services organizations that serve individuals and families in the state of Florida in the counties of Hillsborough, Pinellas, Manatee, Sarasota, and DeSoto. ACE Grants are awarded to support innovative practices that focus on Creating Access, Building Capacity, and Ensuring Equity

Agreement Date:

Funding Agreement: UWS reserves the right to amend or terminate the Agreement in UWS’s sole discretion if performance expectations by the Partner are not met or if any other significant concerns related to the Partner’s accountability emerge.

Contract Amount: Partner will be awarded [amount].

Payment Dates: Partner will receive payment in one lump sum within 30 days of agreement execution.

Payment Type: Funds will be allocated via Electronic Funds Transfer (EFT). The Partner’s bank information must be submitted, via secure email, to the finance department at UWS.

The Parties Agree to the following:

Recipient Organization Criteria: Partner is selected as a recipient of funding as a strategic community partner based on partnership conversations and agreed data reporting measures as well as other criteria at the discretion of UWS.

Funding Use: These funds shall solely be used for the activities described in the Partner’s grant application. Modifications to this usage must be pre-approved by UWS.

Reporting Requirements: Partner will be required to report back to UWS through E-CImpact within 18 months of the execution of this Agreement. Reporting questions and requirements will be uploaded to Partner’s E-CImpact profile within 30 days of Agreement execution.

Marketing and Social Media: UWS will provide suggested social media posts, including sample verbiage, frames, and formatting, which can be edited, as well as hashtags specific to UWS that should be included alongside an image with social media posts. Partner will create at least one post announcing this Agreement on a social media channel of its choosing. UWS will promote said post announcing the investment in Partner’s program.

Partner will add the UWS “Strategic Community Partner” seal to its website, either on the home page, a page dedicated to the funded program, or another appropriate location. Partner will submit the URL containing the seal as part of the first quarter report detailed above. The seal or accompanying description should be

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hyperlinked back to www.unitedwaysuncoast.org. If Partner does not have a website, the abovementioned social media post shall fulfill this requirement.

Partner Changes: Partner agrees to notify UWS immediately, in writing, should there be changes in staffing, management, or organizational structure that impacts the services provided by Partner.

Indemnity: Partner agrees to fully indemnify, protect, defend, and hold harmless UWS for any actions taken by Partner, any and all liabilities of Partner, any and all claims, penalties, expenses, and/or judgments against Partner related to this Agreement. Partner agrees to pay for all legal fees and costs of UWS for any action or suit, filed or unfiled, related to this Agreement.

Non-Assignment: Partner agrees that it shall not assign this Agreement without the written consent of UWS. UWS may withhold such consent at its sole discretion.

Entire Agreement: The terms of this Agreement represent the full agreement and complete understanding of the parties. This Agreement supersedes any other agreement between the parties. Should an amendment to this Agreement become necessary, it shall be in writing and signed by both parties.

Dispute Resolution: Should a dispute arise regarding this Agreement, the parties agree that the venue is proper in the state of Florida and that any action taken shall be filed in the Thirteenth Judicial Circuit in Hillsborough County, Florida.

Attorney's Fees and Costs: Should legal action be pursued by one party to the Agreement against the other party to the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and reasonable attorney's fees related to the action.

Choice of Law: The parties agree that this Agreement is subject to the laws of the state of Florida.

Successful termination: Successful termination of this Agreement occurs when Partner has submitted a satisfactory report as noted above. This may occur anytime within the established Agreement date. Should Partner successfully submit a satisfactory report to UWS prior to the set end date of this Agreement, both parties consent to the Agreement considered complete and terminated on good terms, superseding the original agreed-upon end date.

Termination of Agreement and Consent of Judgment: Either party may terminate this Agreement by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Should UWS, in its sole discretion, terminate this Agreement, a full and complete accounting of all funds received from UWS and allocated by Partner shall be due to UWS within ten (10) days of notice of the termination of this Agreement. Partner shall be responsible for the return to UWS of any and all funds allocated outside of the scope of the Funding Use section of this Agreement, as well as any unallocated funds. The return of these funds to UWS by Partner shall occur within ten (10) days after UWS sends the notice of termination to the Partner. Should these funds not be returned to UWS by Partner within thirty (30) days of the notice of termination, Partner hereby agrees to a Consent of Judgment against Partner and in favor of UWS. Partner shall be responsible for all legal fees and costs relating to the filing, litigating, and collecting of such Judgment.

Signature: The signatures below signify understanding and agreement to the contents and terms of this Agreement. This Agreement must be signed by Partner's CEO, President, or Executive Director and returned to the UWS Program Administrator. One fully executed copy will be kept by UWS and one copy will be retained by the recipient organization.

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Name (please print)

Name (please print)

Organization

Organization

Title

Title

Signature

Signature

Date

Date

SAMPLE