



**ROCKY MOUNTAIN REGION
REGION 6
AK, AZ, CO, ID, MT, NV, NM, UT, WY**



**FAR WEST REGION
REGION 7
CA, HI, OR, WA**

ASC67.ORG

ASC Regions 6 & 7 Project Supporting Grant Program Agreement

Date of Agreement:
Grantee:
Purpose of Grant:
Total Amount of Grant:
Award Date:
Project Period:
Payment Schedule:

This grant is awarded by the Associated Schools of Construction Regions 6 & 7 (the ASC) 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 and related correspondence, and may not be expended for any other purposes without the ASC’s prior written approval.
- B. ASC will only make grant payments to member schools or to their Foundation; no direct payments will be made to individuals or third-party vendors. ASC will also not fund any overhead expenses to universities as part of these grants.
- C. The ASC 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 ASC to discuss options including extending the Project Period, returning grant funds, and/or other options.
- D. This grant may be used for Grantee’s exempt activities as permitted under Section 501(c)(3) of the Internal Revenue Code.
- E. The ASC subscribes to the Association of Fundraising Professionals’ Code of Ethical Standards and encourages our grantees to do the same. 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 will provide to the ASC the following reports, according to the specified schedule:

<u>Date</u>	<u>Type</u>	<u>Notes</u>
- G. Grantee will provide promptly such additional information, reports, and documents as the ASC may request and will allow the ASC 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 the ASC.
- H. Grantee will allow the ASC 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, the ASC 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, the ASC asks that this support be recognized as a grant and list us as "The Associated Schools of Construction". Grantee agrees to permit the ASC to include and/or disseminate information about the grant and/or Grantee in its publications and communications, both print and electronic.

- I. The ASC 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 the ASC'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 ASC'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 ASC; or (viii) to comply with any law or regulation applicable to the Grantee, to the ASC, or this grant. Any use by Grantee of the grant funds for any purposes other than those specified in this Agreement will terminate ASC's obligation to make further payments under this Grant.
- J. If the Grant is terminated prior to the scheduled completion date, upon ASC'S request, Grantee shall provide the ASC a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.
- K. Grantee shall promptly notify the ASC 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 ASC reserves the right, at its option, to unilaterally amend the terms of the grant, including the right to terminate the grant.
- L. 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 ASC.

Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. This grant will be payable according to the above referenced payment schedule, after the ASC receives a copy of this agreement signed by an authorized officer of Grantee. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the ASC'S grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Justin Weidman, Region 6 Director



Hongtao Dang Region 7 Director