** Elks National Foundation, Inc.**

**Community Investments Program YEAR Impact Grant Assurances**

**<Lodge Name>, <State>, Lodge No. <No.>**

Upon acceptance of the Elks National Foundation Impact Grant, in the amount of **$<Amount>,** to support the project **<Project Title>**, Elks Lodge No. <No.>(grantee) assures that:

1. The Lodge will use all grant funds for, and only for, the charitable purpose(s) specified in the approved application for funds. Use of any portion of the grant funds, including any interest earned thereon, for any other purpose must have the prior written approval of the Elks National Foundation.
2. The Project Manager(s), the Lodge Treasurer and all other members involved with the management of the project agree to accept responsibility for adherence to sound fiscal and administrative procedures. In addition, the Lodge Treasurer agrees to submit additional financial documentation related to the project, including bank statements, when requested by the ENF.
3. The Lodge shall not change the scope of the services specified in the approved grant application without the prior written approval from the Elks National Foundation.
4. The Lodge shall return any unexpended grant funds to the Elks National Foundation at the end of the grant cycle. Exceptions may be granted, if a request for an extension is made in writing.
5. The Lodge will not discriminate based on race, religion, sex, age, handicap or national origin against any person seeking participation in, or the benefits or proceeds of, the program or projects supported in whole or part by this grant.
6. The Lodge agrees to notify the Elks National Foundation as soon as possible, but not later than 30 days, of any changes occurring in the grantee’s project during the grant period for which this grant is made. Examples of changes include, but are not limited to:
* Change of contact person, telephone number, email or office location.
* Questions raised in any financial or operational audit conducted in-house or by any governmental agency, including, but not limited to, the IRS.
* Changes or additions to the scope of activities of the grantee.
1. The Lodge will, upon request, cooperate with data collection and evaluation activities undertaken by the Elks National Foundation, and give any authorized representative of the Elks National Foundation access to any copies of financial records, books, papers or documents.
2. The Lodge will provide a Final Report within 30 days after the end of the grant period, including a financial accounting conforming to the purpose(s) for which Elks National Foundation funds were awarded, and which has been certified correct by the responsible financial official of the Lodge; agrees that the Elks National Foundation may audit or cause an audit to be conducted of the grant funds; and agrees to pay the costs incurred for this audit.
3. The Lodge will prepare three quarterly progress reports, as well as the final report, explaining how grant money has been spent and the status of the project. This is the responsibility of the Project Manager, who must have a valid email address that is checked regularly. Any changes to this position require immediate notification to the Elks National Foundation.
4. If an Impact Grant quarterly report is not submitted to the ENF, in full with all receipts, one month after the stated deadline, the Lodge’s state sponsor will be contacted and the Lodge will be considered out of compliance until the report is received. If two quarterly reports are more than a month late during a 12-month span, the Lodge will not be eligible to apply for any ENF grants or Impact Grant funds the following year.
5. The Elks National Foundation may, from time to time, require changes in the scope of the services of the project to be performed under this grant application. Such changes, including any increase or decrease in the amount of the grantee’s compensation, which are mutually agreed upon by and between the grantee and the Elks National Foundation, shall be incorporated in written amendments to the grant application after being approved by the Elks National Foundation.
6. The Elks National Foundation may duplicate, use and disclose all data delivered under the terms of this grant; that the Elks National Foundation has a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform and dispose of all data, and to authorize others to do so, now or hereafter covered by copyright; provided that with respect to data not originated in the performance of this grant, such license shall be only to the extent that the grantee has the right to grant such license without becoming liable to pay compensation to others.
7. The Lodge understands and agrees that the provision of services pursuant to this grant shall be subject to the limitations, guidelines, and plans cited in the grant application.
8. The Lodge understands and agrees that if the Elks National Foundation determines that the grantee fails to comply with this agreement in any way, the Elks National Foundation may rescind the grant award and demand the return of funds paid to the grantee within 30 days of formal written notification.
9. Furthermore, if at any time the Lodge cannot abide by the assurances set forth here, the grantee must notify the Elks National Foundation in writing and return all unused grant funds to the Elks National Foundation as soon as possible, but no later than 30 days after formal written notification.
10. That, at all times during the term of the grant, the grantee will indemnify and hold harmless, to the fullest extent allowable by law, the Elks National Foundation and the B.P.O.E. against any and all liability, loss, damage, costs or expenses by reason of any individual’s suffering, personal injury, death, or property loss or damage arising out of the individual participating in or receiving services to be furnished by the grantee under the terms of this approved grant project; or while on any premises owned, leased or operated by the grantee; or while being transported to or from the premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the grantee; or while furnishing services called for under the terms of the grant.
11. Specific to <<LodgeName>>, <<St>> Lodge No. <<LodgeNo>>: <<InsertPersonalizedAssurance>>

**I have read these assurances and understand that to receive Elks National Foundation Impact Grant funds, the grant will be subject to these conditions and restrictions. Submission of this certification is a prerequisite for receiving YEAR Elks National Foundation Impact Grant funds.**

**I certify this Lodge will comply with these assurances.**

🖋

 **Exalted Ruler Date**

🖋

 **Project Manager\* Date**

🖋

 **Lodge Treasurer Date**

\*In cases where the ER is also the project manager, the Secretary is required to sign the assurances.

The Elks National Foundation accepts the certification and deems the Lodge in compliance with the issuance of the Impact Grant award.

Jim O’Kelley, Director Date