

SAMPLE ACKNOWLEDGMENT OF TERMS

(This is to be used as an example only as this is subject to change)

This award is subject to and in consideration of the grantee's compliance with the terms and conditions incorporated either directly or by reference in the following:

- a) Grant award is contingent upon the availability of funds;
- b) The Ohio Revised Code 3701.78/Amended Substitute House Bill 171;
- c) The Commission on Minority Health "Grants Administrative Rules";
- d) Certification the agency is not totally dependent on Commission funds;
- e) Expenditures will be reimbursed upon submission of the required, quarterly program and expenditure reports and the supporting documents, that are due no later than 15 days after the end of the quarter;
- f) Agency will be held to quarterly expenditures according to the approved budget and approved distribution;
- g) At least two on site visits to observe service delivery and review fiscal and supporting documents will be required;
- h) Grantees are required to select a REEP evaluator from the list approved by the Research Evaluation Enhancement Project (REEP). Additionally, grantees **must comply with REEP program requirements established by the Ohio Commission on Minority Health**; please see the Commission website at www.mih.ohio.gov for evaluation guidance.
- i) All funded projects must participate in Minority Health Month in April ____ and participate in the Commission sponsored Health Expo in Columbus in March _____. In addition funded agencies are **required to provide two minority health month events**;
- j) **Submit all media publications, i.e., TV, radio and newspaper ads, T-shirts, flyers and/or brochures to the Commission for pre-approval. Acknowledge the Commission funded program activities and/or printed materials "Funded by the Ohio Commission on Minority Health";** and
- k) Signed Acknowledgement of Terms, budget revision, and special terms and conditions noted below must be submitted to the Commission no later than _____.
- l) Grantee must comply with all special conditions related to fiscal and program areas.
- m) Recruitment and placement of projected staff and contract staff must be in place by the end of the first quarter.

The grant to your organization from the Ohio Commission on Minority Health (Commission) is for the explicit purpose(s) described in the grant proposal as revised and is subject to your acceptance of the terms described herein.

To acknowledge this agreement, to accept the grant and receive the funds, return the signed **original** copy of this Acknowledgment of Terms. Keep a copy for your files. Please refer to the grant number and title in all communications concerning this grant.

II. SPECIAL CONDITIONS

The following is a list of requirements which need to be submitted to the Commission by **August 10, 2012**. The grantee will revise the programmatic and/or budgetary aspects of the grant to comply with the following special conditions:

Program:

- To be assigned

Fiscal:

- To be assigned

III. REQUIRED GRANT ACTIVITY

A. The grantee will furnish the Commission with documentation/written reports according to the following schedule:

1. Special conditions must be addressed in writing on or before _____.
2. Quarterly program narrative, quarterly expenditure, and evaluation reports on or before _____ (1st qtr.), _____ (2nd qtr.), _____ (3rd qtr.), and _____ (4th qtr.).

B. Site visits will be scheduled as deemed necessary by the Commission.

IV. GENERAL PROVISIONS

All grants are made in accordance with current and applicable laws, regulations and rulings. Please read the following carefully:

1. **Public Announcements:** Announcements of the grant award may be made by the grantee unless otherwise indicated by the Commission. Grantees are expected to review the text of any announcements and plans for publicity with the program officer for this grant within two (2) weeks of the signing of the Acknowledgment of Terms. All subsequent public announcements, news features, publications or information concerning the grant program will indicate the Commission's participation in program funding. Please send a copy of any published accounts mentioning the project or the Commission to the Commission office. Grantee agrees to allow the Commission to use information provided in the proposal for press releases and other forms of public dissemination.
2. **Expenditure of Grant Funds:** This grant is for purposes stated in the approved grant application. The funds provided hereunder may be spent only in accordance with provisions of your funding request and budget as approved. The program is subject to modification only with the Commission's prior written approval. Funds will be disbursed to the grantee upon receipt of properly documented expenditures and the satisfactory compliance with special conditions.
 - a) Any special conditions which apply to this grant, as listed, should be complied with as rapidly as feasible. These conditions may make the release of funds contingent on special requirements and future payments contingent upon demonstrated performance. In such cases, you may be required to submit adequate evidence of compliance with the conditions before the Commission may release funds. If you have questions about the special conditions, contact the program officer for the grant.
 - b) No funds provided by the Commission may be used to participate in or intervene in any political campaign or to support any attempt to influence legislation through (i) an attempt to affect the opinion of the general public or any segment thereof, or (ii) communication with any member or employee of a legislative body, or with any government official or employee who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study and research.
 - c) Expenses charged against this grant may not be incurred prior to the date on which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
 - d) The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
 - e) If the purpose of the grant or the use of the grant funds is changed, or if such purpose becomes impossible, unnecessary or undesirable in the judgment of the Commission, or if the grantee should go out of existence, the grant or any part thereof may be recovered by the Commission.
3. **Notification of Change in Circumstances.** The grantee will notify the Commission within one week if any of the following occurs:
 - a) A change in the IRS classification of the applicant organization;
 - b) Funds received from another donor would modify the anticipated use of Commission funds.
 - c) A change in the organization or its leadership that would negatively affect its capacity to carry out the intended goals of the grant award program.
4. **Reversion of Grant Funds:** Grantee will return to the Commission any unexpended funds at the close of the grant period. Funds also will be promptly returned if:
 - a) The Commission determines that the grantee has not performed in accordance with the Acknowledgment of Terms or satisfied the specific conditions of the approved program and its supporting budget.
 - b) Grantee loses its exemption from federal income taxation under Section 501(C)(3) of the Internal Revenue Code of 1954, as amended.
5. **Affirmative Action:** Grantee shall have a policy of nondiscrimination in employment for its employees, a policy of nondiscrimination concerning the use of funds which it distributes and a policy of affirmative action for its employees, a copy of such policy or policies should be furnished to the Commission.
6. **Copyrights, Trademarks and Patents:** A copyright, trademark or patent, on any reports, materials, books, publications, art work, story books or articles resulting from this grant, may only be obtained by the grantee organization, author or third party upon the express written permission of the Commission on Minority Health.

Original publications shall be immediately returned to the Commission upon completion of the funded project, whether produced or written by a grantee organization or by a third party. The grantee will provide the Commission with the negative of the original artwork at the conclusion of the funding cycle. The grantee organization shall assume the responsibility of returning the original publication to the Commission. Publication materials include, but are not limited to, original art work, negatives plates, story books, reprinted materials, or proofs.

During the grant period or any time thereafter, if the grantee organization, author or third party is granted permission by the Commission to obtain a copyright, trademark or patent on any materials or ideas, which are the result of the grant project, the Commission reserves the royalty-free license to use such publications at any time.

7. **Compensation and/or Profits:** The grantee organization hereby agrees that during the time period of the grant that all information, materials, lectures, exhibits or films **will be provided to the public free of charge**. The grantee organization will work to provide the widest dissemination of these materials to the public.

Once the grant period has ended, the grantee organization agrees that any profit or compensation made from the sale of pre-approved materials or dissemination of information that was prepared or designed with grant money will be used for the continuation of the grant project only.

8. **Biennial Final Report:** A biennial final report shall be submitted on forms provided by the Commission. Final reports should include a review of performance and activities over the course of the entire grant period and must be accompanied by a financial statement(s).
9. **Limit of Commitment:** Unless otherwise stipulated in writing, this grant is made with the understanding that the Commission has no obligation to provide other or additional support to the grantee.
10. **Indemnification:** Grantee agrees to indemnify the State of Ohio, the Commission on Minority Health, its members, employees, agents and representatives from any complaint, claim or cause of action arising or resulting from this grant.
11. **Audit:** Grantee acknowledges that failure to comply with the audit requirement of the Commission may result in termination, suspension, retention by or reimbursement to the Commission of any grant dollars to be received, and may jeopardize the award of any future grant funds from the Ohio Commission on Minority Health.

For the Grantee:

Signature

Date

Signature

Date