



GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of June 20, 2022 ("the "Effective Date"), and entered by and between Delta Dental Foundation, with its principal place of business at 4100 Okemos Road, Okemos, Michigan 48864, (hereinafter referred to as "DDF"), and Columbus Public Health Dental Sealant Program with its principal place of business at 240 Parsons Ave, Columbus, Ohio 43215 (hereinafter referred to as "Grantee") (collectively the "Parties").

WHEREAS, Grantee has submitted a proposal to DDF received on March 25, 2022 (the "Proposal") to fund the Columbus Public Health Dental Sealant Program described therein (the "Project"); and

WHEREAS, DDF agrees to make a grant to Grantee for \$5,000.00 to fund the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the Parties agree to as follows:

1. **Scope of Project.** Grantee shall perform the Project as set forth in the Proposal, a copy which is provided as Attachment A and which is incorporated by reference herein. Any variations in the Project or the use of Grant funds from that described in the Proposal requires the advance express written approval of DDF.

2. **Project Period.** The Project has been approved for a period of 12 months beginning June 20, 2022 and ending on June 20, 2023 (the "Project Period").

Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to DDF no later than sixty (60) days prior to the Project Period end date. If DDF approves the extension, the Parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.

3. **Expenditures.** All expenditures of Grant funds by Grantee must be spent within the Project Period and must be consistent with the project budget as set forth in the Proposal (the "Project Budget") and as approved by DDF, a copy of which is attached hereto as Attachment B. Any deviation from the Project Budget, such as under-spending or over spending Grant funds requires prior written approval of DDF and may require an amendment to this Agreement, at the discretion of DDF. Deviations from the Project Budget are not authorized retroactively.

4. **Records and Reports.** Grantee agrees to keep a record of all receipts and expenditures relating to this Grant and to provide DDF with a written report summarizing the Project promptly following the end of the Project Period during which Grantee is to use all Grant funds and said report must be provided within a year of the end of the Project Period. DDF may also require interim reports. Grantee reports should describe the progress in achieving the purposes of the Grant and include a detailed financial report and project status reports along with any other information reasonably requested by DDF in a format acceptable to DDF. If Grantee's organization obtains any audited financial statements covering any part of the Project Period of this Grant, please provide a copy to DDF as well. Grantee further agrees to fill out and return the general grant reporting form along with attachments Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to DDF, for at least four (4) years following the end of the Project Period.

Grantee agrees to fill out and return the general grant reporting form along with attachments as needed within one year of the end of the Project Period. A copy of the report is enclosed and also available online at www.deltadental.foundation/general-grant-requests.

5. **Disbursement Schedule.** DDF will disburse Grant funds according to the following schedule, contingent on receipt and approval of financial and project status reports:

Amount	On or About
\$5,000.00	July 2022

DDF, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

6. **DDF Right to Review and Evaluate.** DDF shall have the right to review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from DDF personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities funded by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by DDF, or its designated representative, at reasonable times. Grantee will receive notice of DDF's review findings and shall, at the discretion of DDF, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by DDF, DDF may terminate this Agreement as set forth in Section 13 of this Agreement.

7. **Title to Property Acquired with Grant Funds.** Title to all tangible personal property, fixtures or equipment purchased with DDF funds ("Grant Funded Property"), shall be vested in Grantee. However, DDF shall have a purchase money security interest in the Grant Funded Property until the general grant report has been accepted by DDF. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.

8. **Intellectual Property.** Grantee owns any intellectual property it produces within the scope of this Grant. Grantee agrees that all original material produced pursuant to this Grant will be made available to DDF under a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to DDF. Grantee assumes the burden and expense of clearing all third-party rights associated with such material, including but not limited to copyrights, trademarks, and rights of privacy and publicity.

9. **DDF's Right to Return of Funds or Property.** Any DDF funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of DDF and shall be promptly returned to DDF at the conclusion of the Project Period. Any DDF funds misused by Grantee shall be repaid to DDF. If Grantee fails to repay any portion of the Grant due, DDF may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent DDF from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.

10. **Publicity.** Grantee agrees that DDF may include information about the Grant award for the Project, including the name of the Grantee, a description of the Project and the amount of the Grant on DDF's website and in reports, press releases, documents, presentations, studies, tax returns and other public disclosures. All materials, reports, press releases, documents, presentations, studies, etc., that are generated by the Grantee in connection with the Project shall need to be submitted to DDF for review with a minimum of 15 (fifteen) business days prior to date of submission for publication and shall make reference to Delta Dental Foundation and include DDF's name and logo as supplied by DDF.

11. **Use of Project Results.** If Grantee desires to publish the results of this Project, DDF shall have a minimum of 15 business days to review and comment upon the document before submission for publication. DDF shall have a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to make, use, reproduce, distribute, display or make derivative works of all or any portion of the project results by any and all means and in any medium or format, now known or later developed.

12. **Releases.** Grantee agrees that he/she shall execute all of the necessary Authorization Waiver and Release form(s) provided by Delta Dental Foundation for any and all organizations or individuals whose images will be used as part of the Project.

13. **Termination.** DDF may, in its sole discretion, immediately terminate this Agreement upon written notice to the Grantee. In the event this Agreement is terminated pursuant to this paragraph, DDF shall have no obligation to make any contributions to the Grantee following the effective date of the termination.

14. **Compliance with Laws.** In carrying out the Project, Grantee will comply with all applicable laws, regulations and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

15. **Indemnification.** To the maximum extent permitted by law, and subject to the approval of the Columbus City Council and appropriation of funds by the Columbus City Auditor, Grantee agrees to indemnify and hold DDF and all of its officers, board members and employees harmless from and against all liability, damage or expense (including reasonable attorney's fees) which we may incur as a result of the Grantee's acts or omissions, or those of any of the Grantees employees, consultants, contractors or agents, in connection with the program or any breach by the Grantee of this Agreement.

16. **Authority and Validity.** Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

17. **Nondiscrimination.** Grantee affirms that Grantee will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.

18. **No Guarantee of Future Funding.** Allocation of this Grant does not imply any future funding commitment by DDF.

19. **Entire Agreement.** This Grant Agreement and all attachments constitute the entire Agreement between the Parties regarding the Project and supersede all previous related understandings or written form and must be signed by an authorized representative of both DDF and Grantee.

20. **Amendment.** Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by an authorized representative of both DDF and Grantee.

21. **Applicable Laws.** The provisions of this Agreement shall be construed and enforced according to the laws of the State of Michigan. Any lawsuit, action or proceeding resulting from, or related to this Agreement, shall be commenced in a court of competent jurisdiction located in Ingham County, Michigan.

22. **Assignment.** Grantee may not assign or delegate obligations under this Agreement, either in whole or in part, without DDF's prior written consent.


23. **No Agency.** The Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Grantee shall not represent itself as an agent of DDF for any purpose, and no authority to bind DDF in any manner whatsoever.

24. **Survival.** Each party's obligations under Section 4. Records and Reports, Section 10. Publicity, Section 11. Use of Project Results, Section 12. Releases, and Section 15. Indemnification shall survive the expiration or termination of this Agreement and shall remain in full force and effect.

25. **Counterparts and Electronic Signatures.** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

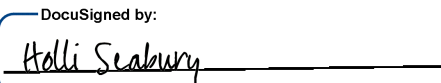
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Columbus Public Health Dental Sealant Program

By (signature): 
Print Name: Myshelka W. Roberts

Title: Health Commissioner
Date: 2/19/2022

Delta Dental Foundation

By (signature): 
Print Name: Holli Seabury

Title: Executive Director
Date: Jul 23, 2022 | 4:46 PM EDT

**Reviewed by
Legal Department**

ACM 7-5-2022