

**IEHP Foundation Vibrant Health Fundraising Training Program (2025 Summer)
Grant Terms & Conditions**

The following terms and conditions are binding on the Grantee identified in the signature block of the Grant Agreement. Grantee represents and warrants that it is the same Grantee that entered into the Grant Agreement. The Grant Agreement consists of the online Grant Agreement Form and these Terms and Conditions (collectively, the “Agreement”).

WHEREAS, Grantor is a California nonprofit public benefit corporation that is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (“IRC”);

WHEREAS, Grantor seeks to improve health outcomes for underserved communities in the Inland Empire region by supporting community builders and organizations in the region through financial and other forms of support; and

WHEREAS, Grantee has met those certain requirements to be eligible to receive Vibrant Health Fundraising Training Program (Summer 2025) Grant to support the project and/or activities described in the Grantee’s grant application.

NOW, THEREFORE, the parties agree as follows:

1. Grantor agrees that the training provided under this Grant Agreement is being provided to Grantee at no cost to Grantee.
2. Grantee agrees that there is no additional funding provided to the Grantee under the grant agreement and the training provided under this agreement has an estimated value of \$2,500 and the training is the sole remuneration and benefit of participation in the training.
3. Grantee agrees to participate in all the classes as outlined under Participant Expectations of the Grant Application and to participate in one 2-hour individual coaching session with the fund-raising experts.
4. Grantee Certifications
 - a. Grantee certifies that it is an organization that is both exempt from taxation under section 501(c)(3) of the Internal Revenue Code (“IRC”) and an organization described in IRC § 509(a) whose status has been duly confirmed by one or more operative IRS rulings or determination letters.
 - b. Grantee certifies that it is presently operating in the County of [Riverside or San Bernardino] to provide services to the residents of the County of [Riverside or San Bernardino].
 - c. Grantee certifies that all information provided by or on behalf of Grantee, including without limitation the information contained in Grantee's grant application submitted to Grantor, is and will be true and accurate in all material respects.

5. Grantee will not intervene in any election or support or oppose any political party or candidate for public office or engage in any lobbying, as prohibited by section 501 of the IRC, or, if applicable, section 4911 of the IRC.
6. Grantee will inform Grantor immediately of any change in its IRS tax-exempt status, proposed or actual.
7. Grantee will complete a First Post Survey and Second Post Survey progress report via IEHP Foundation's grant management portal by the deadline identified in the grant application.
8. Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
9. Grantee will adhere to the [logo use policy](#) of IEHP Foundation and submit for approval to an IEHP Foundation staff member any communications to be shared that includes mention of IEHP Foundation.
10. It is understood and agreed that the relationship between the parties is an independent contractor relationship. Neither party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including Workers' Compensation Benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.
11. The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
12. Grantee shall defend, indemnify, and hold Grantor and its officers, agents, employees and volunteers harmless against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, based or asserted upon any act or omission of Grantee, Grantee, its officers, employees, agents, contractors, licensees or servants relating to or in any way connected with the provision of funds under this Agreement and/or Grantee's use of said funds under this Agreement.
13. This Agreement shall be construed and interpreted according to the laws of the State of California.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically shall be binding as if they were original signatures.

15. This Agreement represents the entire and integrated Agreement between Grantor and Grantee, and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
16. The effective date of this Agreement is the date the online Grant Agreement Form is executed by the Grantee.