



Communities of Color Nonprofit Stabilization Fund Request for Applications

Application deadline: October 30, 2015

BACKGROUND

In 2014, the Hispanic Federation (HF), Coalition for Asian American Children and Families (CACF) and New York Urban League (NYUL) formed an alliance to provide capacity-building support to Black, Latino and Asian-led community-based organizations (CBOs) throughout New York City's five boroughs. These three organizations, along with the Asian American Federation and Black Agency Executives, developed this initiative to generate new levels of support for the city's organizations. As a result, the New York City Council allocated \$2.5 million to establish the Communities of Color Nonprofit Stabilization Fund (CCNSF) in Fiscal Year 2015, which supported capacity building projects for over 80 CBO's. Thanks to the continued support from the City Council, we are pleased to announce the release of the Request for Applications (RFA) for a second round of awards.

The first New York City Council fund of its kind, CCNSF aims to build the capacity of New York City nonprofits, in recognition of the fact that organizations led by people of the community are best equipped to meet the needs of the community. CCNSF is also intended to promote learning among CBO leaders.

Applications will be reviewed and awards will be determined by the partner agencies in three separate funding streams, whose allocations were determined by U.S. Census data. An organization may apply to only one partner agency, even if they serve more than one ethnic group.

Awardee staff will be expected to participate in three technical assistance seminars on organizational development, and may be visited by CCNSF staff and/or DYCD staff for project monitoring, showcase progress and delivery of additional technical assistance.

ELIGIBLE APPLICANTS

To be eligible for funding, organizations submitting applications must:

- Have tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and a history of at least three years as an incorporated nonprofit.
- Be current in registration with the Charities Bureau of the New York State Office of the Attorney General.
- Be a New York City-based, direct social service organization that serves primarily (75 %+) New York City residents (i.e. not an association or a re-granting or referral service).
- Experience serving and currently serving communities where 51% or more of the population are people of color.
- Demonstrated record of outreach to communities of color for recruitment of the executive director or CEO and members of the board of directors.
- Have an operating budget of at least \$150,000. Preference will be given to organizations with budgets under \$2 million.
- Evidence of demonstrated commitment to equal employment opportunities.
- Demonstrated commitment and capacity to deliver culturally competent services.

NEW YORK CITY COUNCIL REVIEW AND DYCD VETTING

All applicant organizations and consultants will be reviewed by the City Council for conflicts of interests. Finalists will also be subject to a vetting process and database searches regarding any outstanding financial obligations, conflicts of interest or other disqualifying issues:

I. Agencies

- Lexis Comprehensive Business Report (related entities, principals, tax warrants, liens, workers compensation violations, addresses)
- Lexis News Review (search for negative news)
- VENDEX (contract history with the City, cautions, performance evaluations)
- IRS Database (tax exempt status)
- New York State Department of State Corporations Database (incorporation status).
- New York State Tax Warrant Notice Database
- New York City Department of Buildings (location occupancy status)
- New York City Department of Health and Mental Hygiene: Group Child Care Services
 - (Day Care Center Inspections)
- Review of use of funds to ensure that monies are not used in any prohibited manner.
- Conflict of Interest forms
- Charities Exemption, if applicable and
- Authorization forms review

II. Consultants

- Lexis Comprehensive Business Report (related entities, principals, tax warrants, liens, workers compensation violations, addresses)
- Lexis News Review (search for negative news)
- Registration with State Attorney General's Office
- Google and Social Media
- Conflict of Interest forms

ELIGIBLE PROJECTS

The purpose of the CCNSF capacity-building program is to help organizations identify and address their most pressing organizational needs. Organizations can apply for funding in one of seven areas:

1. *Management information systems design and development:* This includes securing and/or designing software, and building related staff skills necessary for managing work more effectively (e.g., tracking client demographic data, service utilization, and progress toward outcomes).

2. *Financial management and planning:* This includes assessment, planning and development of financial systems, as well as staff skill building to improve reporting systems and enable organizations to identify the most cost-effective services.

3. *Evaluation and outcomes system development:* This includes efforts to implement systems to keep information related to client needs, referral sources, and services provided; implement systems to measure and/or service recipient satisfaction and/or service recipient outcomes; develop programmatic success measures; and develop evaluation capacity.

4. *Leadership development:* This includes leadership succession planning; creation and implementation of volunteer management/recruitment plan; management/leadership training for staff; training for board of directors; and creation of board policies.

5. *New program planning and development:* This includes conducting a needs assessment of community needs and assets, planning of new programs through research on effective practices, and staff development in support of the new initiatives.

6. *Strategy and organizational development:* This includes efforts to create a staff performance review process; create a strategic or operational/annual plan, create a communications or marketing plan; and create a fundraising or donor development plan.

7. *Collaboration and strategic alliances:* This includes efforts to establish partnership agreements, create action plans to collaborate with other agencies, and develop a plan for organizational mergers.

TOTAL AWARDS

Under this RFA, CCNSF will make awards of up to \$35,000. The awarded funds must be expended and all services must be completed by June 30, 2016. The possibility of future awards is contingent on the New York City Council funding CCNSF in FY2017. Funding during one year of the program will not guarantee funding in subsequent years. However, successful implementation of a CCNSF grant may contribute to favorable consideration for renewed funding. In the event additional funding becomes available, organizations will have to re-apply.

Award decisions will be made by three allocations panels, each organized by one of the CCNSF partners (HF, CACF or NYUL). Each panel will be an independent and transparent 7-member body comprised of five voting members with expertise in philanthropy and capacity building, as well as non-voting representatives from each of the other CCNSF partners.

Awards will be subject to terms of the contract between the City of New York and Hispanic Federation, New York Urban League, or Coalition for Asian American Children and Families. Awardees will be required to enter into an Awardee Agreement with the organization to which they applied, and funds cannot be distributed to any awardee unless and until all contract requirements are met.

MONITORING AND AWARD RECIPIENT LEARNING ACTIVITIES

Awardee organizations will be required to submit a progress report in April 2016 and a final report in July 2016. During the award period, awardee organizations will also be expected to send at least two staff members to each of three seminars on organizational development topics. In addition, each awardee may be asked to host a site visit for CCNSF representatives to showcase progress and activities, as well as identify gaps or additional assistance needed.

EVALUATION CRITERIA

The strongest applications will be those that meet all or most of the following criteria:

- Project is focused and well defined.

- Need statement is compelling, relates to organizational effectiveness and fulfillment of mission, and addresses (when relevant) how increased capacity will enhance organization's ability to offer services in a culturally and linguistically competent manner.
- Organization demonstrates linguistic and cultural capacity; a track record of providing culturally competent and language accessible services; an understanding of cultural and linguistic needs of population served; demonstrated and successful record of outreach to communities of color for recruitment of the executive director or CEO and members of the board of directors and a record of involving the community in the planning, implementation or promotion of programs.
- Staff and consultants leading the project must show the necessary qualifications and experience needed to implement the project successfully. Project includes a plan to sustain the newly developed capacity after the award period ends.
- Project identifies a clear and achievable timeline as well as outcomes and indicators of success.
- Plan identifies a reasonable process for measuring progress towards benchmarks and overall success of project.
- Project budget is clear and relates to the program design.
- Project budget costs are reasonable and revenue is sufficient to accomplish goals of the project.
- Consultant is chosen with the following considerations:
 - Consultants cannot be existing staff, or a current/former interns or family relatives of staff or board members
 - Consultant has been properly interviewed, references checked

APPLICATION

Please prepare the application using the following format:

I. Cover Sheet

Please complete or recreate the cover sheet provided as part of this RFA.

II. Narrative

The application narrative must not exceed 5 single-spaced pages (excluding cover page and attachments). Please number each page of the narrative and use 11-point Arial font, and 1" margins. In preparing your narrative please use the following outline:

A. About the Organization (half a page to 1 page)

- Date organization was established and incorporated
- Mission statement
- Brief overview of community served
- Brief overview of key programs and accomplishments
- How the organization meets each of the RFA's eligibility criteria

B. Need/Opportunity (half a page)

- Describe the organizational issue or problem to be addressed, why it is important to undertake the proposed project at this time and the anticipated impact the project will have on the organization's clients. When relevant, describe how the project will increase organization's ability to deliver services in a culturally and linguistically competent manner.
- For organizations with budgets over \$2 million, please describe your past investment in capacity building, project undertaken and the impact on your organization.

C. Goals, Activities and Timeline (one page)

- Describe the goals for the project
- Describe the project activities and how CCNSF funding will be used
- Describe the rationale for project activities
- Include a timeline of the project
- Describe how this project will help to advance the mission of the organization or achieve a broader goal

D. Outcomes (one page)

- What are the outcomes you hope to achieve through this capacity-building project and how will you know if your outcomes are achieved? What is your measure of success?

E. Organizational Capability and Project Sustainability (one page)

- Describe the organization's current and past record of providing services in a linguistically and culturally competent manner.
- Describe how the organization engages the community in planning, implementation and promotion of programs.
- Describe the key staff, board, volunteers and/or consultants to be involved in the proposed activity. Provide (as attachments) resumes and/or roles for key staff. If consultants have already been identified, provide justification. If consultants will be selected, include a list of desired qualifications and selection criteria. Describe how the capacity that the project develops will be sustained after the grant period.
- **Please Note:** It is preferable that applicants should consider hiring a nonprofit consultant. At the upcoming community briefings, we will provide you with a list of consultants, both non-profit and for profit that were vetted by the City Council in 2015. All proposed consultants must submit current documentation and will be vetted in the current year. **This list is not an endorsement of the consultants themselves or the services they provide.**

III. Required Attachments

- Project budget and budget narrative: Please use the template provided as part of this RFA. Some general expense limitations include: (See attached sample awardee agreement for additional information on eligible expenses)
 - Salary expenses allocated to CCNSF may not exceed 30% of the project's awarded budget and are allowed only under the following two scenarios: 1) existing staff are delivering training or professional development for other staff to enhance the capacity of the nonprofit CBO and is currently not compensated for offering this training; 2) existing staff are participating in training and other existing staff have to cover programs so there is no disruption to services.
 - Fringe benefits are capped at 15% of the salary line item
 - Computer hardware and software expenses are capped at 30% of the awarded budget.

No other capital expenses are allowed

The budget narrative should explain how amounts were calculated and include any necessary details to illustrate how the award funds would be used. Please use attached template (downloadable).

- If consultants have already been identified, attach the following documents:
 - Resume
 - EIN/Social Security Number
 - Contact Information
 - Conflict of Interest Disclosure Form (Attachment)
 - Client List
 - Description of consultant appropriateness/ Rationale for choosing the consultants

- IRS determination letter
- Proof of registration with the New York State Office of the Attorney General (Attached)
- List of board of directors and senior officers, and the affiliations, race and ethnicity of each member
- MOC's Doing Business Form
Download: <http://on.nyc.gov/1wA3jxz>
- MOC's Conflict of Interest Disclosure and Compliance Certification
Download: <http://on.nyc.gov/1xErOJc>
- Agency budget for current fiscal year
- Key program staff resumes; and consultant qualifications or description of qualifications (if applicable)
- Organization's most recent financial audit. If prior to 2013, also provide a preliminary report for 2013 and budget analysis YTD with variance. If the organization does not have an audit, please submit the most recent internal financial statements and/or IRS form 990 and also provide an explanation, in the cover sheet, of why there is no audit.

HOW TO SUBMIT YOUR APPLICATION – Please submit your application to only one partner

A copy of your complete application can be submitted by email in one (1) PDF file to one (1) CCNSF partner no later than **5:00 p.m. Eastern Time, October 30, 2015**.

Applications submitted by mail should be post marked on or before **October 30, 2015**.

Any applications received after the stated time and date will not be considered.

FOR APPLICATION SUBMISSIONS AND ADDITIONAL INFORMATION

Coalition for Asian American Children & Families

rfa.ccnsf@cacf.org (Application Submission)

David Aguilar at daquilar@cacf.org or 212-809-4675 x108

Hispanic Federation

Almirca Santiago at asantiago@hispanicfederation.org or 212-233-8955 x 115

New York Urban League

CommunitiesofColorFund@nyul.org (Application Submission)

Heather Domacase at CommunitiesofColorFund@nyul.org or 212-926-8000 x142

APPLICATION PACKET CHECKLIST

- Cover sheet
- Application narrative
- Project budget and project narrative
- IRS determination letter
- Proof of registration with the New York State Office of the Attorney General
- List of board of directors, officers, and affiliations
- Agency budget for current fiscal year
- MOC's Doing Business Form

- Key program staff resumes
- Description of proposed consultant qualifications
- If Consultant (s) are used, must submit consultant resumes, description of consultant qualifications and conflict of interest forms

IMPORTANT DATES

Request for Applications Released	September 9, 2015
Deadline for Application Submissions	October 30, 2015
Grant Awards Announced	December 7, 2015
Interim Report Due	April 15, 2016
Services Delivered/Funds Expended By	June 30, 2016
Final Report Due	July 15, 2016

SAMPLE AWARDEE AGREEMENT

SEE ATTACHMENT

Nonprofit Stabilization Fund Application Cover Sheet

Legal Name:

Other Names Used:

EIN #:

Website:

Contact Person:

Legal Address:

Email Address:

Phone Number:

Location of Services:

Non - Profit Stabilization Fund FY 2016 Budget Summary

Form 10/17/2014

Agreement ID #: _____

Grantor _____

Grantee _____

Address: _____

Tel #: _____

Fax #: _____

Claim Period From: _____

Through: _____

Account Code	Budget Category	Budget Amount
1100	Salaries and Wages	_____
1200	Fringe Benefits	_____
2100	Consultants	_____
3000	OTPS	_____

BUDGET AMOUNT _____

Description of Budget Categories: Claimed expenses must be within described categories.		
Code	Category	Description:
1100	Salaries and Wages	Employed staff
1200	Fringe Benefits	Includes Employers FICA, Unemployment Insurance, Medical and other related cost
2100	Consultants	Individuals, with specific skills, retained to perform limited programmatic tasks or to complete program related projects on a temporary and/or limited basis, where the tasks or projects cannot be accomplished by the contractor's staff. The services provided by the Consultant must be related to the program work scope described in the contract agreement.
3000	OTPS	Includes other reimbursable costs (e.g., software, admission fees for seminars or workshops)

«LetterDate»
«FullName»
«ProfessionalTitle»
«OrgName»
«StreetAddr»
«CityStateZip»

Re: Capacity Building Allocation Award Agreement Number «LogNo»

Dear «Name»:

The [NSF PARTNER] is pleased to inform you that it has awarded «OrgLegalName» (“the Awardee”) a Communities of Color non-profit stabilization fund Allocation Award of \$«ApprovedAmt» (the “Award” or “Award Funds”), in accordance with the following terms and conditions (“Agreement”). The purpose of the Award is to support capacity building efforts in the area of «Funding area», as described in the approved proposal and budget (“the Program”) attached hereto as **Exhibit 1**.

1. This Agreement shall commence on «GrantTermBeginDate», and, unless earlier terminated as provided in this Agreement, terminate on June 30, 2016 (the “Term”).

2. The Awardee hereby agrees that the Awardee will sign and return this Agreement to [NSF PARTNER] within thirty (30) days of being informed of the Award. The Awardee acknowledges and agrees that if a signed Agreement is not received by [NSF PARTNER] within the allotted timeframe, Awardee’s Award will be rescinded and Awardee will not be entitled to receive any Award Funds.

3. The Awardee hereby expressly acknowledges and agrees that, notwithstanding any term or condition of this Agreement to the contrary, the [NSF PARTNER] shall have no obligation to make any payment or reimbursement to the Awardee in connection with any activities which occur subsequent to June 30, 2016.

4. By countersigning this Agreement, the Awardee represents and warrants to the [NSF PARTNER] that the Awardee has registered with and made all required filings and updates to the Charities Bureau of the New York State Office of the Attorney General, or is so exempt; that the Awardee is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as amended; and that the Awardee has been so exempt for a period of at least three (3) years preceding the date of Awardee’s application.

5. The amount awarded to the Awardee hereunder has been determined by reference to the Program. The Awardee’s expenditures of the Award Funds granted herein shall be made solely in accordance with the approved budget provided to the [NSF PARTNER] by the Awardee, which is incorporated herein by reference. Any changes in the budget must be approved in writing in advance by the [NSF PARTNER].

6. The Awardee hereby agrees that the Award Funds may not be used for capital projects or improvements, the purchase of equipment (except for software and hardware as specifically provided herein), community programs or services, overhead or indirect costs, or seeding special events unrelated to capacity building or fundraising.

7. The Awardee agrees to act in good faith and to diligently pursue the goals of the Program within the Term of this Agreement.

8. If Awardee wishes to use a consultant not on the list of consultants provided by [NSF PARTNER], Awardee will need DYCD's prior written approval. Awardee will submit the request to [NSF PARTNER], including the consultant or consultant organization's name, Employee Identification Number ("EIN"), a Conflict of Interest form, consultant's resume or consulting organization's profile and the rationale for selection. [NSF PARTNER] in turn will submit that information to DYCD for approval. Awardee will be informed of approval or disapproval by [NSF PARTNER].

9. Awardee acknowledges and understands that any and all funds awarded under this Agreement may be revoked and repayment may be required if the Awardee comes under investigation by any City, State or federal agency; or in the event any other integrity findings come to light indicating that Awardee is not an appropriate recipient of Award Funds; or if Awardee does not provide satisfactory or timely documentation of its expenditure of the Award Funds.

10. Awardee acknowledges, understands, and agrees that the terms of its Award and this Agreement are subject to the terms of the agreement between the City of New York and [NSF PARTNER].

I. REPORTING REQUIREMENTS

11. The Awardee hereby agrees:

- (a) to use these funds solely to advance charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Code;
- (b) to use these funds solely for capacity building projects and purposes in accordance with the Program;
- (c) to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least six (6) years after the conclusion of the Agreement period;
- (d) to be bound by any confidentiality provisions set forth in the Agreement between DYCD and the [NSF PARTNER];
- (e) to return:
 - (i) any portion of the Award and interest thereon which are not used;
 - (ii) any portion of the Award and interest thereon which are not used for the purpose of this Program; or
 - (iii) any portion of the Award not fully and accurately accounted for in the Awardee's expense reports to the [NSF PARTNER].
- (f) to use the expense reporting form attached hereto as **Exhibit 2** to request

reimbursement of Award Funds on a schedule to be mutually agreed upon by the parties, together with backup documentation. In addition, Awardee shall submit a progress report in April 2016 and a final report in July 2016 detailing Awardee's expenditure of Award Funds and progress made towards the goals of the Program;

(g) to use the Award Funds to employ only those consultants on the list provided by the [NSF PARTNER], unless Awardee obtains DYCD's prior written approval to use another consultant;

(h) to use the Award Funds for software and hardware purchases for management information systems design and development solely related to capacity building projects and purposes, provided that such purchases do not exceed 30% of the total Program budget;

(i) to use the Award Funds for staff compensation purposes, solely related to capacity building projects and purposes, provided that such staff compensation does not exceed 30% of the total Program budget, and is paid only in the following situations:

(i) existing staff is called upon to deliver (a) training(s) or (a) professional development service(s) for other staff in order to enhance the capacity of the organization, and said staff is not currently compensated for offering such service(s); or

(ii) existing staff must do additional work or cover programs for other existing staff who are participating in trainings related to the Project so as to prevent disruption of services;

(j) to use the Award Funds for fringe costs of staff compensation solely related to capacity building projects and purposes, provided that such fringe costs do not exceed 15% of the percentage spent on staff compensation (e.g., 15% of the 30% staff compensation cap).

(k) to allow the [NSF PARTNER] and DYCD, each at its discretion, to publish information regarding the Program and the Awardee;

(l) to require its key staff to attend at least three (3) technical assistance trainings conducted and/or designed by the [NSF PARTNER] during the Term of the Agreement, and to provide appropriate release time to said staff to attend said sessions;

(m) to provide to DYCD a copy of any public statement or press release concerning the Program at least two (2) business days prior to release;

(n) to provide to the [NSF PARTNER] and DYCD at least two (2) business days advance notice of any publication funded by the Award Funds;

(o) to acknowledge the support of the [NSF PARTNER] and the City of New York in the beginning of any publication (including film and electronic publications) referring to or resulting from the Award Funds, as follows: "Supported [in part] by funds from [NSF PARTNER], the City of New York, and the Department of Youth and Community Development";

(p) to grant to the [NSF PARTNER] and DYCD each a worldwide, irrevocable, fully-paid-up, and nonexclusive license, in perpetuity, to reproduce, prepare derivative works of, adapt, modify, enhance, distribute, perform, display, and publish materials developed by the Awardee in all media that are funded in whole or in part by the Award Funds, whether now or hereafter known (the "Materials");

(q) to allow the [NSF PARTNER], the City of New York, DYCD staff or their representatives to conduct evaluations and audits of the Program and to require reports on adopted changes and improvements on operational processes, which may involve visits to observe, review, and discuss the Awardee's operations, financial records and other materials connected with the Program; and

(r) to permit the [NSF PARTNER] and DYCD and its authorized representatives including the New York City Comptroller, the Inspector General for DYCD and the New York

City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to be present at the program site(s) to conduct site visits, evaluations and audits, and to observe, review and discuss the work and activities being performed in connection with this Agreement.

II. CONFLICTS OF INTEREST

12. Awardee shall maintain and adhere to a Conflict of Interest Policy that includes, at a minimum, the following provisions:

- (a) A definition of the circumstances that constitute a conflict of interest;
- (b) Procedures for disclosing a conflict of interest;
- (c) A requirement that the person with the conflict of interest not be present at or participate in the Board of Directors or committee deliberation or vote on the matter giving rise to such conflict;
- (d) A prohibition against any attempt by the person with the conflict to influence improperly the deliberation or voting on the matter giving rise to such conflict;
- (e) A requirement that the existence and resolution of the conflict be documented in the Awardee's records, including in the minutes of any meeting at which the conflict was discussed or voted upon; and
- (f) A requirement that each member of the Board of Directors submit a signed acknowledgment as to the statement referenced in paragraph 14, and that Awardee will retain such records for inspection or audit.

13. The Awardee will submit to the Contracting Partner its Conflict of Interest Policy.

14. The Conflict of Interest Policy shall require that each member of the Board of Directors shall complete, sign and submit to the Board Secretary a written statement identifying, to the best of the member's knowledge, any entity of which such member is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Awardee has a relationship, and any transaction in which the Awardee is a participant and in which the member might have a conflicting interest. If no conflict of interest exists, each member of the Board of Directors will submit an attestation affirming such. The Board Secretary shall provide a copy of all completed statements to the chair of the audit committee or, if there is no audit committee, to the Board Chairperson.

15. The Awardee shall comply with all laws, rules, and regulations applicable to its performance hereunder. Failure to comply shall entitle the [NSF PARTNER] to suspend its payment obligations hereunder or to terminate this Agreement.

III. INSURANCE

16. If the Awardee proposes to or uses any Award Funds to hold events, meetings or programs at which members of the general public may be in attendance:

- (a) The Awardee shall obtain all required insurance coverage, as set forth below, from insurers licensed by the New York Superintendent State of Insurance to do business in the State of New York. The Awardee shall submit to the [NSF PARTNER] evidence of the insurance

specified herein, together with such supporting documentation as requested in writing by the [NSF PARTNER]. The Awardee shall arrange with its carrier(s) to have the [NSF PARTNER] and DYCD each appear as an additional insured party on every policy and certificate of insurance for all required coverage. The [NSF PARTNER] and DYCD each reserve the right to request and obtain from the Awardee copies of said policies.

(b) The Awardee shall obtain comprehensive general liability (“CGL”) insurance coverage for property damage and personal injury, including death and disease, caused directly or indirectly by any negligent act(s) of commission or omission of the Awardee and/or the Awardee’s agents, servants, employees, directors, officers, elected or appointed officials, members, subcontractors, subcontractor employees, volunteers, invitees, licensees, designees, assigns, or any other representatives. The Awardee’s liability limit in the CGL insurance coverage for personal injury, including death and disease, shall be not less than one million US dollars (\$1,000,000.00) per occurrence, and the liability limit for property damage shall be not less than \$1,000,000.00 per occurrence. The Awardee shall maintain this level of insurance throughout the Term of this Agreement. The [NSF PARTNER] reserves the right, upon written notice to the Awardee, to modify or revise the amounts of insurance required to be maintained by the Awardee pursuant to this paragraph 16.

IV. AWARD FUND PAYMENTS

17. Once Awardee has submitted all required paperwork and subject to the terms and conditions of the agreement between the City of New York and the [NSF PARTNER], an advance on the Award Funds in an amount of no more than 25% will be available for the Awardee directly through [NSF PARTNER].

18. Awardee will be required to submit documentation of expenses accounting for any amounts advanced to it pursuant to Paragraph 17 in accordance with the procedures set out in Paragraph 11. Additional payments beyond any advance will be made to Awardee only upon the submission of expense reports of projected expenses, to be followed no later than four (4) weeks by all supporting bills, vouchers, and receipts showing actual expenditure of the amounts advanced. However, the final 10% of the Award Funds will be disbursed only upon full reconciliation by [NSF PARTNER] of all expense reporting by Awardee.

19. Awardee acknowledges, understands and agrees that it will receive an advance of Award Funds or reimbursement of expenses exclusively from [NSF PARTNER] and will not look to DYCD or the City of New York for any such payments.

V. AWARDEE’S REPRESENTATIONS AND CONVENANTS

20. The Awardee and the [NSF PARTNER] do hereby confess, consent, acknowledge, stipulate, agree, and covenant that each party to this Agreement shall be solely and exclusively responsible for each party’s own acts and omissions, as well as for the acts and omissions of each party’s own agents, servants, employees, directors, officers, elected or appointed officials, members, contractors, contractor employees, subcontractors, subcontractor employees, volunteers, invitees, licensees, designees, assigns, or any other representatives. The Awardee shall protect, defend, indemnify, and hold harmless the [NSF PARTNER], the City of New York and DYCD

and from and for any and all claims, damages, and any and all other forms of liability arising from, or in connection with, any negligent or willful act(s) of commission and/or omission of the Awardee and/or the Awardee's agents, servants, employees, directors, officers, elected or appointed officials, contractors, contractor employees, subcontractors, subcontractor employees, volunteers, invitees, licensees, designees, assigns, or any other representatives, or which arise from the Awardee's failure to comply with the terms of this Agreement.

21. This Agreement may be terminated by either party with thirty (30) days' prior written notice. Following termination of this Agreement, the [NSF PARTNER], the City of New York and DYCD shall have no obligation to pay the Awardee after said date of termination.

22. This is the entire agreement between the Awardee and the [NSF PARTNER] concerning the subject matter hereof and may be modified and waived only by a written agreement between the Awardee and the [NSF PARTNER], and subject to DYCD's prior approval. The Awardee acknowledges that it is not relying on any representation of the [NSF PARTNER], except as set forth in this Agreement, and that no representations the NYUL may have made in the past survive. The failure of the [NSF PARTNER] at any time to require performance of the Awardee of any provision of this Agreement shall in no way or manner affect the right of the [NSF PARTNER] to require performance of the Awardee of that provision or of any other provision of this Agreement. Any waiver by the [NSF PARTNER] of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

23. The Awardee agrees that all work to be performed under this Agreement shall be in accordance with and subject to the terms conditions and provisions set forth in the Agreement between DYCD and the [NSF PARTNER].

24. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without reference to any conflict of laws principles, and represents the entire understanding of the parties.

25. The Awardee agrees that nothing contained herein shall create any contractual relationship between the Awardee and the City of New York or DYCD. In the event that the Agreement between DYCD and the [NSF PARTNER] is terminated, nullified, or rendered unenforceable for any reason, neither the City of New York nor DYCD are under any obligation to provide funding to the Awardee.

26. The parties to this Agreement are independent contractors. No partnership or joint venture, nor any principal-agent or employer-employee relationship, is intended to be created by this Agreement. Furthermore, it is expressly understood that by awarding these Award Funds, the [NSF PARTNER] has no obligation to provide additional or future funding to the Awardee.

27. This Agreement shall be binding upon, and inure solely to the benefit of the parties, their successors, and their permitted assigns. The Awardee shall not assign this Agreement, or any part of its obligations hereunder. The [NSF PARTNER] may assign all or part of its obligations and rights hereunder subject to DYCD's prior approval. This Agreement shall not

confer any rights or remedies upon any person or entity other than the [NSF PARTNER], the Awardee, and their respective permitted assigns.

28. All notices, expense reports, progress reports, or other writings required by this Agreement should be submitted to the [NSF PARTNER] at [ADDRESS] to the attention of [CONTACT].

Please signify the Awardee's understanding and acceptance of the foregoing terms of this Agreement by arranging for this letter to be countersigned below by an authorized official of the Awardee and thereafter returning the executed original of this letter to the [NSF PARTNER], keeping a copy for your records.

Sincerely,
[NSF PARTNER]

By: _____
[AUTHORIZED AGENT]
[TITLE]

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST HEREINABOVE WRITTEN
«OrgLegalName»
By: _____
«PDFullName»
«PDProfessionalTitle»

ACKNOWLEDGMENT BY

[NSF PARTNER]

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY [AWARDEE]

STATE OF NEW YORK)

:ss:

COUNTY OF _____)

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds