

2016 Nutrition Incentive Program Support and Innovation Grant (NIPSIG) Agreement

City of Aurora
44 E. Downer Place
Aurora, IL 60505-3302

Dear City of Aurora,

Thank you for submitting your proposal for funding through the 2016 Nutrition Incentive Program Support and Innovation Grant. Wholesome Wave Foundation Charitable Ventures, Inc., (“Wholesome Wave”), a Connecticut nonstock corporation, is pleased to award City of Aurora a one-year grant of \$25,000 to support *Healthier Eating for Aurora’s Neediest Families*.

Enclosed is a Grant Agreement form to be completed by January 13th, 2017. Please read the Grant Agreement carefully. Funds will be distributed upon receipt of a countersigned grant agreement.

Please send the executed Grant Agreement along with any questions to Steven Farley, Steven@wholesomewave.org.

NIPSIG Awardee Name:
City of Aurora
Project Title:
Healthier Eating for Aurora’s Neediest Families
NIPSIG Award Period of Performance:
January 2017 (date of contract execution) – December 31, 2017
Total Award:
\$25,000.00

Terms and Conditions

The Grant is made upon the following terms and conditions:

Wholesome Wave hereby awards a grant, as described above, in one installment, to Awardee. The scope of work for grant award is the submitted NIPSIG application for *Healthier Eating for Aurora's Neediest Families*, **Attachment A**, and the budget for grant award is included as **Attachment B** (Budget). In its performance of award work, Awardee shall be an independent entity and not an employee or agent of Wholesome Wave.

1. Funds from the Grant shall be used exclusively to support the project outlined in Awardee's NIPSIG application **Attachment A** (Scope of Work) and **Attachment B** (Budget).
2. All payments shall be considered provisional and subject to adjustment within the total estimate cost in the event such adjustment is necessary as a result of an adverse audit finding against the Awardee.
3. Awardee may not assign this Grant Agreement or delegate performance of the terms of this Agreement or the Project to any other person or entity without the prior written consent of Wholesome Wave.
4. Awardee is solely responsible for all activities supported by the award. Nothing in this Grant Agreement shall be deemed to create a legal partnership, agency, joint venture or any other type of relationship in which one party is responsible for the actions of the other.
5. Awardee is required to submit an Interim and Final Grant report by July 14, 2017 and January 31, 2018 respectively, as described in the *Grant Report Guidelines for the Nutrition Incentive Program Support and Innovation Grant*, **Attachment C**.
6. Awardee is responsible for evaluating, tracking, and reporting on all program outcome measures specified by Awardee in **Attachment A**, including, but not limited to each of the three required outcome measures specified within the *2016 NIPSIG Request for Applications*: number of access sites engaged/participating, number of under-served consumers reached, and dollar amount of healthy food purchased by participants.
7. In addition to Grant Agreement, Awardee shall remain in compliance with the Network Membership Agreement in **Attachment D**, executed by all current members of the National Nutrition Incentive Network. Specifically:
 - a. **Nutrition Incentive Program Data** - compliance includes capturing and reporting the standard Program Impact Data (PID), aggregated monthly (in-season) and reported within the Interim and Final Grant reports, and annually, in accordance with the funded project's program-type (e.g. Nutrition Incentives at Direct to Consumer Outlets, Incentives at Retail Outlets, or Prescription/Wellness Programs). Relevant PID data set(s) can be found within the Network Membership Agreement **Attachment D** as sub-attachments A, B, and C by program-type.
 - b. **Cross Promotion** – compliance includes celebrating Awardee's membership within the National Nutrition Incentive Network and receipt of Network funds through the use of Wholesome Wave's provided logo in print, online, and programmatic materials related to the organization's NIPSIG and other appropriate nutrition incentive programming (e.g. outreach flyers, mailers, web page, and signage).

8. Awardee shall share with Wholesome Wave electronic files of any program materials, such as flyers, posters, and incentive program alternative currency, and training documents created as part of or with funds from the NIPSIG project.
9. Wholesome Wave reserves the right to reach out to Awardee regarding potential opportunities to engage with Wholesome Wave or Wholesome Wave program partners, corporate partners, funders, and/or media to highlight the Awardee's project and program impact. The Awardee shall have the chance to review and accept or refuse each opportunity on a case-by-case basis. Participation in these opportunities is optional and the Awardee's decision shall not affect its status as awardee or National Nutrition Incentive Network Member.
10. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Awardee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Wholesome Wave from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) that arise from or in connection with any act or omission of Awardee in carrying out the award.
11. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to its conflict of laws provisions.
12. Awardee acknowledges and agrees that this Grant Agreement represents the entire agreement between the parties with respect to the subject matter addressed herein. All attachments to this Grant Agreement are hereby incorporated by reference herein. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Grant Agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official identified in **Attachment E**. Substantive changes made to this Grant Agreement require the written approval of each party's Authorized Official.

Special Terms and Conditions

1. ***Copyrights***
Awardee [] grants / [X] shall grant (check one) to Wholesome Wave an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Grant Agreement solely for the purpose of research, reporting, training and education.
2. ***Data Rights***
Awardee grants to Wholesome Wave the right to access and use data created in the performance of this Grant Agreement for the purposes of research, reporting, training and education. Wholesome Wave will credit Awardee with all work completed and data collected during the grant period.
3. ***Automatic Carry Forward***
Carry Forward requests must be sent to Wholesome Wave's Administrative Contact as shown in **Attachment E**.
4. ***Financial Reporting***
Awardee shall retain financial records detailing how awarded funds were spent for 3 years following the execution of this award and make them available upon request.
5. ***Order of Precedence***
The provisions contained in this Grant Agreement and its Attachments will take precedence over any inconsistent provision in any other document

Sincerely,



Michel Nischan
President & CEO

Accepted and Agreed by:

Craig Lomma, COO
Wholesome Wave

Date

[NAME], [TITLE]
City of Aurora

Date