

## GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of November 1, 2019 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 605 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the **City of Aurora**, an Illinois home-rule municipality (the “Grantee”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **Financial Empowerment Center Implementation Grant** funds provided by this Agreement (the “Grant”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Request for Proposal & Grantee Proposal”), Exhibit B (the “Scope of Work”) and Exhibit C (the “Model”) (Exhibits A, B and C collectively, the “Program”).

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

### 1. Grant.

The CFE Fund pledges and agrees to provide the Grantee a 1:1 match Grant in the form of cash in the amount of \$150,000 (ONE HUNDRED FIFTY THOUSAND DOLLARS) for the first fifteen (15) months based on written proof that the Grantee has met its \$150,000 fundraising obligation and demonstrated proof of the actual funding in hand or provided commitment letters demonstrating funds secured to the CFE Fund. For purposes of this Grant, Year 1 shall be understood to mean the 15-month period following the Effective Date (“Year 1”). This is expected to include an estimated 3-month build phase and the first 12 months of FEC operations.

Year 2 shall be understood to include the 12-month period immediately following Year 1 (“Year 2”). This is expected to be the second 12 months of FEC operations. Provided the Grantee meets all programmatic and fundraising requirements detailed in this agreement, the Grantee may be eligible for a Year 2 grant, at a 1:2 match, of up to \$100,000 (ONE HUNDRED THOUSAND DOLLARS), upon the Grantee demonstrating its ability to secure at least \$200,000 in outside funding. Grantee will be expected to raise Year 2 funds within nine months of the launch of the FEC.

**2. Use of Grant.**

The Grant is to be used only for the purposes outlined in the Program and in accordance with the specific allocations identified in the Grant budget included in Exhibit D (the “Grantee Budget”). The work detailed in the Request for Proposal should be executed in accordance with Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this contract.

**3. Term.**

- (a) The period of this Grant shall not exceed twenty-seven (27) months. The term includes an estimated 3-month build phase and two years of FEC operations. The Grant Term will begin as of the Effective Date and end no later than January 31, 2022. Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant Term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
  - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days’ prior written notice;
  - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day “cure” period after the non-breaching party shall have given notice to the breaching party of such breach; or;
  - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement, without limitation, by the Grantee’s administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

**4. Vendor(s)**

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a “Vendor”) engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the “Vendor Contracts”), including, without limitation, payment of Vendor(s)’ invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor’s adherence to its duties, obligations and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this Agreement.

**5. Conditions of Disbursement of Grant.**

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
  - (i) Year 1 funds:
    - a. Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget, and commitment letter(s) for the \$150,000 or more raised by Grantee for Year 1.
  - (ii) Year 2 funds:
    - a. Satisfactory contract deliverables as defined in the Scope of Work at the end of Year 1, submission of a Year 1 status report through the CFE Fund’s grant interface, and proof of the actual funding in hand or commitment letter(s) for \$200,000 or more raised by Grantee for Year 2.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
  - (i) Timely receipt of all Grantee reports as detailed in the Scope of Work.
  - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
  - (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund’s exempt status under the Internal

Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

(c) **Grant Payout Schedule:**

(i) Year 1 funds: Grantee will be eligible for a 1:1 funding match from the CFE Fund, in the amount of \$150,000, pending Grantee meeting requirements in 5(a)(i). Terms of payments for Year 1 funding:

a. 100% of funds will be available for payment upon fully executed contract.

(ii) Year 2 funds: Grantee will be eligible for a 1:2 funding match from the CFE Fund, up to \$100,000, pending Grantee meeting requirements in 5(a)(ii). Terms of payments for Year 2 funding:

a. Initial 80% of funds will be available at the start of Year 2 upon proof of the actual funding in hand or written commitment letters demonstrating funds secured by the Grantee.

b. Final 20% of funds will be available upon the satisfactory submission of final contract deliverables as defined in the Scope of Work.

(iii) All funds will be electronically transferred.

**6. Payment of Grant.**

Subject to the fulfillment of the conditions set forth in Section 5:

(a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with the Grantee and the Vendor(s).

(b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

- (c) The CFE Fund can make payment in one of two ways. Please initial in ONE of the boxes to select the requested payment option.

- a. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee's appropriate bank routing and account number into bill.com. The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Initial Here for  
Electronic Payment and to  
Authorize Staff Member

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- b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

Initial Here for  
Payment by Check

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**City of Aurora**  
**Attn: Finance Department**  
**44 E. Downer Place**  
**Aurora, IL 60507**

- (d) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional Grantors. In the event that the CFE Fund has not received sufficient or timely funding from these Grantors, the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

## 7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit B (the "Scope of Work") or as set forth in Exhibit A (the "Request for Proposal and Grantee Proposal"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work and the Grantee Proposal.



The Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work and the Grantee Proposal, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such subagreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
  - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
  - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee Budget or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.

- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit E ("Reporting").
- (e) Adhere to the CFE Fund financial compliance stipulations.
  - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund and Bloomberg Family Foundation ("Foundation") upon request.

- (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund's marketing and communications guidelines.
  - (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as set forth in Exhibit B (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners, including the Foundation, as provided by the CFE Fund and as applicable.
  - (ii) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.
 

Under no circumstances will the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

  - (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
  - (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
  - (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
  - (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

**8. Compliance with Laws.**

Grantee shall comply with, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

**9. Indemnification.**

- (a) The CFE Fund shall indemnify, defend, and hold harmless the Grantee, including Grantee staff, and its officers, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) To the greatest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the Grantee, its employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the Grantee, its employees, agents, representatives, Vendors and sub-Vendors. In addition, the Grantee shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents from such claims. Nothing in this paragraph should be construed as waiving any immunities the City may have from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (c) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, vendors and sub-vendors are covered under all insurance policies necessary to effectuate the provisions of this Agreement.

**10. Confidentiality.**

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law, including pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1, *et. seq.*). In the event the Grantee receives a request under the Freedom of Information Act, it agrees to provide notice to the CFE Fund and an opportunity for the CFE Fund to confer with Grantee prior to responding to such request.



**11. Intellectual Property.**

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or agreement is intended to, and shall not be construed to, transfer any property rights to Grantee or any intellectual property rights to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property for (i) internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the Grantor's intellectual property without expressed authorization shall be considered a breach of this agreement.

**12. Non-Assignability.**

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

**13. Compliance with Anti-Discrimination Rules.**

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

**14. Severability of Provisions.**

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

**15. Entire Agreement.**

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements

and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

**16. Binding Agreement.**

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

**17. Governing Law.**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

**18. Submission to Jurisdiction; Service of Process.**

- (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY TO THIS AGREEMENT AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- (b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, ON BEHALF OF ITSELF OR ITS PROPERTY, BY PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING CONTAINED IN THIS SECTION WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL

PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY OTHER JURISDICTION.

**19. Waiver of Jury Trial.**

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

**20. Amendment.**

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

**22. Notices.**

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit G ("Notices") or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT  
FUND, INC.

By: J. Mintz  
Name: Jonathan Mintz  
Title: President and Chief Executive Officer  
Date: 04/13/2020

CITY OF AURORA

By: R. C. Irvin  
Name: Richard C. Irvin  
Title: Mayor  
Date: 4/9/2020

Exhibit A

**Request for Proposal & Grantee Proposal**  
(To Be Attached)

EXHIBIT A

**Scope of Work**

*Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.*

- I. As part of the Financial Empowerment Center Implementation Grant, the Grantee will:
  1. **Implement the FEC initiative in accordance with the model requirements (Exhibit C) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected Financial Counseling Provider, the Neighbor Project, to manage the work.**
    - a. Meet benchmarks in Year 1 and Year 2 on average number of financial counseling sessions per full-time counselor (as defined in Exhibit C - Financial Empowerment Center Model) and average number of outcomes per full-time counselor (as defined in Exhibit J – CFE Fund Public Outcome Definitions and Calculations). The Year 1 benchmarks will be 60% of the Year 2 benchmarks. As such, the benchmarks are:
      - b. At a minimum, conduct an average of **480 sessions** per full-time counselor in Year 1.
      - At a minimum, conduct an average of **800 sessions** per full-time counselor in Year 2.
      - c. At a minimum, achieve an average of **60 outcomes** per full-time counselor in Year 1.
      - At a minimum, achieve an average of **100 outcomes** per full-time counselor in Year 2.
  2. **Identify a City Manager who will monitor all FEC activities.**
    - a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.
    - b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
    - c. Monitor the work of the Financial Counseling Provider including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).
    - d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
    - e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
    - f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the duration of the grant.
    - g. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
    - h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:



- i. Attendance at national gatherings hosted by the CFE Fund.
  - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
  - iii. Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
  - i. Grantee will submit a Year 2 match funding proposal (see Exhibit H for general requirements) within nine months of the launch of the FEC.
- 3. Ensure that the Financial Counseling Provider is delivering the service effectively and following the model requirements provided by the CFE Fund.**
  - a. Sign an agreement with the Financial Counseling Provider that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. Any changes to or at the selected Financial Counseling Provider during the grant period including but not limited to adding additional providers, termination of providers and staffing changes, must be approved by the CFE Fund.
  - b. Ensure that the Financial Counseling Provider has identified an FEC Manager to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.
  - c. Support efforts to hire and train the financial counselors.
    - i. Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
    - ii. Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
  - d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
  - e. Ensure, with the Financial Counseling Provider if applicable, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships and locations.
    - i. It is the sole responsibility of the Financial Counseling Provider to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
  - f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
  - g. Support and inform the Financial Counseling Provider to develop and implement an effective deployment strategy for counselors based on City priorities, geographic needs, target population, partnership opportunities or other needs.
  - h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
  - i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training,

database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.

**4. Coordinate efforts, along with the Financial Counseling Provider, to identify, secure and manage programmatic partnerships (referrals, co-locations and integrations).**

- a. Launch the FEC with a minimum of eight partnerships that cover the following approaches.
  - i. Referral: Partner's case manager directs client to an FEC counselor or the referral is embedded within the program.
  - ii. Co-Location: FEC counselor is on site at the organization.
  - iii. Integration: FEC counselor is on site, the financial counseling is part of the service delivery and there is sharing of key data points.
- b. Continue to identify and secure programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
- c. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.

**5. Adhere to the following CFE Fund marketing and communications guidelines.**

- a. Acknowledgements by the Grantee relating to the Grant will be given to "the Cities for Financial Empowerment (CFE) Fund".
- b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
- c. Prior written approval of the CFE Fund is required before Grantee or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the Grant, work performed or data collected under this Agreement.
- d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
- e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit I (the "Financial Empowerment Center Branding Assets"). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
- f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
- g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement or have otherwise given permission in writing.

## **II. FECBOT Database and Experian Connectivity**

1. For the term of the Contract, Grantee will use the CFE Fund's FEC database, FECBOT (Financial Empowerment Center Boost Outcomes Tool). Grantee must obtain prior written approval from the CFE Fund to grant a User license and access the FECBOT Database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the Program Manager, and the Local Government Manager. However, all non-essential users are subject to licensing fees and reasonably related management costs
2. Grantee will ensure that the Financial Counseling Provider maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
  - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
  - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Counseling Provider Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit K – Sample FECBOT User Agreement) and provide a copy to the CFE Fund's FECBOT Administrator.
  - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
  - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
  - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
  - f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
  - g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
  - h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

### **III. License**

1. Subject to compliance with all terms and conditions of this Agreement, CFE Fund hereby provides Grantee a non-exclusive and non-transferrable license to all City of Aurora Financial Empowerment Center data stored in the FECBOT database during the Term of this Agreement. The Grantee may only use this data for City of Aurora Financial Empowerment Center program purposes, as permitted in Exhibit J (the "FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to Grantee.

### **IV. Intellectual Property**

1. Grantee, and the Financial Counseling Provider, recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. Grantee, and its Financial Counseling Provider(s) if applicable, will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

**Financial Empowerment Center Model**  
**(the “Model”)**

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

**Model:**

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

**Operations:**

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

**The Financial Counseling Session**

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the

process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

### **Partnership Structure**

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

**Local Government (city or county)** plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

**Financial Counseling Providers** recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

**Local and National Counselor Training Partners** deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

**Programmatic Partners** are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

**Philanthropic Partners** play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while



also providing support to complement the public funding.

### **Data Collection and Reporting**

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

### **Learning Community**

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

### Grantee Budget

The CFE Fund will provide an Implementation Grant of up to \$150,000 in Year 1 to support the City of Aurora's Financial Empowerment Center, in line with the following budget, and up to \$100,000 in Year 2. Year 2 budget to be submitted in the Year 2 match funds proposal.

#### FEC Budget Overview: First Year of Operations

City/County Partner Name: City of Aurora

Note: please add more expenses lines as needed.

City/County		
Personnel	Projected Expense	Expense Narrative <i>Please provide a few sentences describing the logic behind this expense</i>
City/County FEC Manager	\$ 140,000.00	\$105,400 Funded In-Kind by City of Aurora. This includes paid salary of new FEC Manager to devote 50% of time to FEC and in-kind salary for Chief Innovation Officer who will devote 50% of time to FEC
Administrative Support		
Fringe Benefits	\$ 63,600.00	\$15,900 Funded at 50% for new FEC Manager. The balance is an in-kind contribution covering Fringe Benefits for the Chief Innovation Officer
Other than Personnel Services		
Marketing and Outreach	\$ 5,000.00	\$1,000 Funded In-Kind by City of Aurora through Innovation Department Outreach Funds. This will cover the cost of copying and promotional materials developed for the FEC.
Events	\$ 5,000.00	\$1,000 Funded In-Kind by City of Aurora through Innovation Department Outreach Funds. This will cover the cost of special events like the grand opening; open houses and community events.
Equipment	\$ 2,200.00	\$2,200 Funded In-Kind by City of Aurora through the Thrive Collaborative Center. This will include phones, scanners and projector for presentations.
Client Management Database		
Fiscal Sponsor Fee		
Indirect Costs		
<b>TOTAL</b>	<b>\$ 215,800.00</b>	Actual cost, not including in-kind funds is \$90,300. This will go forward as the city's fund allocation to cover costs associated with executing the FEC.
Financial Counseling Provider		
Personnel		
FEC Manager	\$ 55,000.00	
Financial Counselors	\$ 80,000.00	\$20,000 is funded through First National Bank FEC Grant. Covers the cost of 2 counselors.
Administrative Support	\$ 32,000.00	\$16,000 is funded in-kind by other funding sources (HUD, NeighborWorks America)
Fringe Benefits	\$ 52,913.00	\$7,000 is funded in-kind by The Neighbor Project (TNP) and NeighborWorks America (NWA)
Other than Personnel Services		
Marketing and Outreach	\$ 30,000.00	\$20,000 is funded in-kind by TNP. Cost will cover marketing materials and outreach events. Will supplement what the city has allocated in this line item.
Initial Counselor Training	\$ 7,000.00	Counseling will be provided by the National Association of Certified Credit Counselors. Cost covers training of the 2 financial counselors and the 2 program managers (COA & TNP)
Ongoing Counselor Training and Continuing Education	\$ 3,000.00	Funded through NWA received specifically for the FEC. Costs will go towards participation in local events and online training opportunities.
Equipment	\$ 3,900.00	Covers the cost of computers and a printer.
Onsite Supplies	\$ 2,000.00	Includes office supplies and specific furniture needs not included in Thrive Collaborative Center Office Space.
Space & Occupancy Costs	\$ 7,200.00	Funded in-kind by City of Aurora Thrive Collaborative Center Membership Fee. The FEC will be allocated two furnished offices in Thrive and will be afforded access to building amenities including access to the boardroom, high speed internet and professional development workshops.
Utilities & Internet Costs	\$ -	Included in Thrive Collaborative Center Membership Fee.
Credit Report Pulls	\$ 2,400.00	Calculated at \$4 per pull for 600 credit pulls. Based on experience being a housing counseling agency.
Local & National Learning Network Events (including travel costs)	\$ 3,000.00	Funded through NWA received specifically for the FEC. Costs will go towards attendance at NWA training workshops.
Client Incentives	\$ 3,000.00	Calculated at \$20 for 150 incentives.
Indirect Costs	\$ 19,015.30	10% of total (not including in-kind amounts)
<b>TOTAL</b>	<b>\$ 300,428.30</b>	Actual cost, not including in-kind funds is \$209,168.30. This will be the basis of a negotiated contract with TNP.

**Reporting**

The Grantee is responsible for reports using the CFE Fund's online grant portal. The grants portal will remind grantees of submission dates in advance.

<b><u>Reports</u></b>	<b><u>Due Date*</u></b>
Narrative Report and Client Snapshot	July 31, 2020
Narrative Report and Client Snapshot	January 31, 2021
Narrative Report and Client Snapshot	July 31, 2021
Narrative Report and Client Snapshot	January 31, 2022

\*pending adjustments based on actual FEC launch date

- **Narrative Report**

This report should be completed jointly by the Grantee and the Financial Counseling Provider and address performance, operations, partnerships, staffing and professional development, fundraising and sustainability, budget, and next steps.

- **Client Snapshot**

Using the Client Snapshot Template provided by the CFE Fund (Exhibit F), this report from the Financial Counseling Provider should contain 3-5 client stories that share their experience and success at the FEC, and a high-resolution photo (photo submitted separately from the grants portal).



**Client Snapshot Template**

Please include (3-5) stories that illustrate the impact the Financial Empowerment Center has had on an individual. These stories should **include a high resolution photo (ideally from a professional photographer, if possible\*)** and should be about a client – counselors should use the **below questions** to interview clients. This completed form, for each client, should be submitted as part of your semi-annual narrative report. (1-2 sentences minimum per question)

For any questions about this Client Snapshot requirement, please contact Kelsey Bradley at [kbradley@cfefund.org](mailto:kbradley@cfefund.org)

*\*FEC Implementation cities can use funding from their marketing budget for photography*

----- all fields are required -----

**Name** (i.e. Jane):

**Email address** (of client):

**FEC City/County and Location:**

- 1. Why did you come to the Financial Empowerment Center?**  
*(What circumstances were you struggling with that led you to the FEC?)*
- 2. What financial achievements have you made since coming to the FEC?**  
*(reduced debt, improve credit, build savings, more than one, etc.)*
- 3. Why and how has the FEC made a difference in your financial future and overall life?**  
**What has working with a Financial Counselor done to help you, your family, etc.?**  
**What would you say to a friend or family member who was curious about how the FEC could help them?**
- 4. Do you plan to continue working with your financial counselor to achieve specific goals? What goals? How can the FEC help you achieve these goals?**

*By submitting this information, you give the Cities for Financial Empowerment Fund permission to share your story, photo, and first name on their website, fecpublic.org, and in other marketing materials or partner materials that promote the Financial Empowerment Center initiative*

Notices

Cities for Financial Empowerment Fund, Inc.

Tamara Lindsay  
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Grantee

Adrienne Holloway  
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Aurora, IL 60507  
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**Year 2 Secured Match Funds Template**

Grantee will be required to submit the Year 2 match funds proposal within nine months of the launch of the FEC.

The proposal will cover the following:

- Funding source name
- Dollar amount
- Funding term (start date, end date)
- Whether the funding is in-hand or committed
- Whether funding will be held by the local government or a fiscal sponsor
- Letter from each funding source confirming grant award to support the FEC. If committed, include the estimated date the funding will be in-hand.



**Financial Empowerment Center Branding Assets**

(To Be Attached)

**CFE Fund Public Outcome Definitions and Calculations**

(To Be Attached)

**Sample FECBOT User Agreement**

**A. General Agreement**

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system ("User"), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.

**B. Proper Use**

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

**C. Security, Access, and Passwords**

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All usernames, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

#### **D. Privacy**

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the declarant, the FECBOT Administrator or the CFE Fund.

#### **E. Cloud System**

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

#### **F. Confidentiality and Proprietary Rights**

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

#### **G. Remedies**

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

#### **H. Acknowledgement and Review**

I, \_\_\_\_\_, acknowledge that on \_\_\_\_\_ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

          [SAMPLE – THIS VERSION NOT FOR SIGNATURE]            
Signature

          [SAMPLE – THIS VERSION NOT FOR SIGNATURE]            
Printed Name

          [SAMPLE – THIS VERSION NOT FOR SIGNATURE]            
Date