

**EXAMPLE**

**STATE OF MARYLAND  
DEPARTMENT OF AGRICULTURE**

**GRANT AGREEMENT**

**Grant Agreement No: 10-00x**

**PROJECT:** Increasing use of FMNP, SNAP, WIC at Maryland Farmers Markets

**THIS GRANT AGREEMENT** (this “Agreement”) is effective as of the 3rd day of August, 2020, by and between the **MARYLAND DEPARTMENT OF AGRICULTURE** (“Grantor”), a principal department of the State of Maryland (“State”) (“Grantor”), and the **XXXXXXXX**, (“Grantee”), a nonprofit 501(c)(3) organization, whose federal taxpayer identification number is: **XXXXXX**.

**IN CONSIDERATION** of the foregoing and the mutual promises and covenants contained in this Agreement, Grantor and Grantee agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide a grant of **XXXXXX** to Grantee to assist in achieving the programmatic goals set forth in the Scope of Work that is to be achieved through expenditures made in accordance with the Budget (the Scope of Work and Budget detailed in the Proposal are incorporated herein.)

**2. TERMS OF AGREEMENT**

Grantee shall abide by the terms of this agreement. Performance under this Agreement commences on execution of the Agreement and continues until agreed upon services are completed, but in any case no later than June 30, 2021. Grantee shall provide deliverables which meet the goals laid out in the Request for Grant Proposals, Attachment 1 to this contract, and the Grantee’s proposal, Attachment 2 to this contract. Grantee is also subject to the terms and conditions set forth in the RFGP, Attachment 3. Grantee shall submit in writing to Grantor a request for change of scope or objectives of the project and/or a budget change that exceeds more than 5% of the project’s total budget. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant’s purpose may be allowed provided the Grantor and the Grantee’s agree that such changes are consistent with the program’s intent.

**3. PERIOD OF AWARD**

Performance under this Agreement commences on **August 3, 2020**, and continues until agreed upon services are completed, but in any case no later than **June 30, 2021**.

**4. DISBURSEMENT OF GRANT**

Upon execution of this Agreement and receipt of “Request for Disbursement” (Attachment 4), the Grantor will approve **disbursement of 50 percent** of the Grant Funds to Grantee in Phase I. Upon the receipt and approval of interim report, due no later than October 30, 2020, the remaining 50 percent of the Grant Funds shall be disbursed to the Grantee. Any unused funds shall be returned to MDA by June 30, 2021.

5. REPORTING

Grantee shall provide an interim programmatic and financial report no later than **October 30, 2020** to the Grantor. The grantee shall provide a final programmatic and financial report no later than **June 30, 2021** to the Grantor. Interim and final reports shall include **original documentation verifying all grant fund expenditures**, to date. Interim reports shall include a forecast of expenses for the remainder of the grant period. Interim and final reports must be submitted to Grantor in hard copy and electronically in Microsoft Word and/or Excel documents via email. Electronic copies may include scans of the documentation required to verify use of grant funds.

6. CONTACTS

Grantor Contact

Mark S. Powell  
Maryland Department of Agriculture  
50 Harry S Truman Parkway  
Annapolis, MD 21401  
Phone: 410-841-5775  
Email: [mark.powell@maryland.gov](mailto:mark.powell@maryland.gov)

Grantee Contact

**Grantee Name:**  
**Address:**  
**Federal ID Number:**  
**Contact:**  
**Phone:** **Fax:**  
**Fax:**  
**Email:**

**By signing this agreement, the Grantee certifies that it shall:**

- Comply with all applicable federal, state, and local law, including laws relating to discrimination in employment.
- Comply with Maryland’s policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08 and shall remain in compliance throughout the term of this agreement.
- Comply with the Terms and Conditions set forth in Attachment 3.

**GRANTEE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MARYLAND DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1**

**Request for Grant Proposals**

**Attachment 2**

Proposal

### Attachment 3

#### Terms and Conditions

*The successful applicant awarded a grant is subject to the following terms and conditions.*

A. Inspection of Records. Grantee shall allow any duly authorized representative of MDA or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant, which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement.

B. Approval of Outreach and Other Printed Material. Grantee shall provide the MDA program coordinator with draft review copies of all project related material (such as vouchers, flyers, fact sheets, etc) intended for public distribution. Grantee shall not finalize such materials without the approval of the MDA program coordinator.

C. Acknowledgement. Grantee shall acknowledge MDA funding in all programs and promotional materials relating to the funded activities in the manner agreed to by MDA.

D. Repayment of disbursed funds. Grantee shall repay to MDA any disbursed grant funds not spent or obligated by Grantee on or before **June 30, 2021.**

E. Changes in Scope of Work. Significant changes in the scope of work are not permitted. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed provided the MDA program coordinator agrees that such changes are consistent with the Board's intent.

F. Fair Practices Certification. Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, or national origin; or (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MDA, Grantee will submit to MDA information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin.

G. Anti-Discrimination. Grantee covenants that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by the proceeds of the Grant. Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

H. Legal Compliance. Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations.

I. Grantee's Certifications. Grantee certifies to MDA that:

(1) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and

(2) This agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this agreement the valid and legally binding act and agreement of Grantee.

J. Drug and Alcohol-Free Workplace. Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

K. Default, Repayment and Remedies.

(1) A default shall consist of (i) any use of Grant funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(2) Upon the occurrence of any default, MDA immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(3) Upon the occurrence of any default, Grantee shall have 30 days from the date MDA's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MDA, MDA may terminate this Agreement. In the event of termination:

(4) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(5) MDA may immediately demand repayment of all or any portion of the Grant funds which have been disbursed; and

(6) MDA's remedies of withholding disbursement and of obtaining repayment may be exercised contemporaneously with other remedies, and all of such rights shall survive any termination of this Agreement.

(7) If a default occurs, MDA may at any time proceed to protect and enforce all rights available, by suit in equity, action at law, or by any other appropriate proceedings.

L. Indemnification. Grantee releases MDA, the Department, the State, and its employees or agents from, agrees that MDA, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MDA, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MDA, the Department, the State, and/or its employees or agents, as their interests may appear.

M. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is emailed:

Communications to MDA shall be emailed to: Mark.Powell@maryland.gov

N. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both parties, by action of MDA.

O. Assignment. Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MDA.

P. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

Q. Term of Agreement. This Agreement is effective upon execution by MDA. This Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MDA, and there has been a final settlement and conclusion between MDA and Grantee of all issues arising out of the Grant.



## Request for Disbursement

**Company/Grantee Name:** Grantee

**Federal .I.D.#:** XXXX

**Send Check To:** XXXX

**Grant Amount:** \$XXX

<b>FUNDS REQUESTED FOR THIS DISBURSEMENT:</b> \$XXX
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**MDA Representative:** Mark S. Powell

**Grant Period:** August 3, 2020-June 30, 2021  
**Period Covered:** FY 2021

I certify the above to be a true and accurate accounting of our costs.

XXXX	MDA Representative
Name (please print)	Name (please print)
Title	Title
Date	Date
Signature	Signature