CCHD GRANT #	ł
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CATHOLIC CAMPAIGN FOR HUMAN DEVELOPMENT GRANT AGREEMENT

This Agreement is execute	ed by and between the United States Conference
of Catholic Bishops ("USCCB"), 3	3211 Fourth Street, N.E., Washington, D.C.
20017-1194, through its fund, t	he Catholic Campaign for Human
Development, and[0	GRANTEE NAME],
[ADDRESS]	("Grantee"), this day
of, 20	

Preamble

WHEREAS, USCCB has established a fund, designated as the Catholic Campaign for Human Development ("CCHD"), to fulfill the Gospel mandate to "bring good news to the poor, liberty to captives, new sight to the blind and to set the downtrodden free" (Luke 4:18); and

WHEREAS, CCHD is a work of the Catholic Church ("Church") in the United States, and is the domestic anti-poverty program of the U.S. Catholic Bishops, which works to break the cycle of poverty by helping low-income people participate in decisions that affect their lives, families and communities; and

WHEREAS, CCHD draws its directions, policies and practices from Catholic social and moral teaching, prohibits the funding of organizations that violate fundamental Catholic teaching, and seeks in all its work to carry out the following central themes of Catholic social teaching in the following ways ("Foundations of CCHD"):

- **Respect of Human Life and Dignity:** CCHD works to protect and enhance the life and dignity of all from the first moment of conception to the moment of natural death and every moment on the spectrum of life in between, especially focusing on the lives and dignity of those who are poor, vulnerable or suffering economic or other injustice.
- **Priority for the Poor:** CCHD practices the Church's priority for the poor, helping low-income and vulnerable people improve their lives and communities by their own actions.
- **Participation:** CCHD works from the bottom up, emphasizing self-help, participation and decision-making by poor people themselves to address their own situation.
- **Subsidiarity:** CCHD focuses on local communities seeking to give voice to those closest to problems of poverty as these communities address economic injustice working with local, state or national institutions to address the causes of poverty.

- **Solidarity:** CCHD is a sign of solidarity, standing with and for those who are poor, seeking to strengthen communities and helping to build bridges between those who are poor and those who are not.
- **Strengthen Family and Build Community:** CCHD works to support and strengthen the fundamental social institutions of marriage and family and other mediating structures, including parishes, neighborhoods, community organizations, economic development groups and worker and other associations.
- **Pursuing Justice:** CCHD supports self-help efforts to bring about positive institutional changes that address root causes of poverty, carrying out Pope Benedict XVI's teaching that "justice is inseparable from charity, and intrinsic to it. Justice is the primary way of charity..." and his call to pursue the common good through "the institutional path...of charity." (*Caritas in Veritate*, 6-7).
- **Faithful Stewardship:** CCHD seeks to make effective and faithful use of resources financial, institutional and human to advance CCHD's work in accountable and transparent ways; and

WHEREAS, USCCB intends that that CCHD funds be used to overcome poverty, pursue social justice, better social and economic conditions, ease racial and ethnic tensions, and advance the USCCB priorities of protecting the life and dignity of the human person, strengthening marriage and family life, and recognizing cultural diversity ("CCHD Purposes"); and

WHEREAS, USCCB seeks to encourage the participation of Catholic dioceses, parishes, institutions and individuals in the social justice mission and activities of CCHD and in working with others to advance the common good and protect the lives and dignity of "the least of these" (Matt. 25); and

WHEREAS, USCCB has authorized and implemented a program of CCHD grants ("CCHD Grant Program") to be used exclusively to fulfill the CCHD mission in a manner that does not conflict with fundamental Catholic social and moral teaching; and

WHEREAS, USCCB desires to make available, and Grantee desires to receive, funding from the CCHD Grant Program for the advancement of CCHD Purposes and the accomplishment of the specific project described in Grantee's approved CCHD Application and Proposal for Funding;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, USCCB and Grantee hereby agree as follows:

A. <u>Grantee </u>	Quali	<u>fication</u>
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1. Grantee represents that is a nonprofit corporation organized and in good standing under the laws of the state of_____.

- 2. Grantee represents that it is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code ("Code") and is classified as a public charity under section 509(a) of the Code, and that neither status has been revoked or modified by the Internal Revenue Service.
- 3. Grantee agrees that it will not engage in activities in conflict with the central principles of Catholic social teaching as outlined in the Foundations of CCHD as recited in the Preamble to this Agreement.
- 4. Grantee agrees that it will not engage in activities in conflict with fundamental Catholic moral or social teaching. Among other things, Grantee agrees that it will not promote or support abortion, same-sex marriage, euthanasia, racism, discriminatory measures toward immigrants, or use of the death penalty. Prohibited activities include participation in or endorsing initiatives that promote in any way legislation, propositions or ballot initiatives (including voter guides and other written materials) that are in conflict with fundamental Catholic moral or social teaching.
- 5. Grantee agrees that it will not knowingly participate in any coalition that has as part of its organizational purpose or agenda the promotion of actions in conflict with fundamental Catholic moral or social teaching (see Subsection A-4 above).
- 6. Grantee agrees that it will not engage in prohibited political campaign intervention on behalf of or opposition to any candidate for political office within the meaning of section 501(c)(3) of the Code.
- 7. Grantee agrees to notify USCCB immediately of the commencement of any proceeding to revoke or modify Grantee's tax-exempt status at the federal, state or local level, of any action against Grantee at law or in equity, and of any proceeding against Grantee before any federal, state or local administrative agency.

B. Use of CCHD Funds

- 1. Grantee agrees to use CCHD grant funds exclusively for the project described in Grantee's approved CCHD Application and Proposal for Funding.
- 2. Grantee agrees to create a separate cost center within its general ledger system that will track the receipt and expenditure of CCHD grant funds only, thereby establishing a simple audit trail.
- 3. Grantee agrees to act as expeditiously as is reasonable under all circumstances to execute the project described in Grantee's CCHD approved Application and Proposal for Funding.
- 4. Grantee agrees to commence use of CCHD grant funds no later than six months from the effective date of this Agreement, and to complete the expenditure of all CCHD grant funds no later than one year from the date Grantee receives the first payment of CCHD grant funds.
- 5. Upon the expiration of the grant, any personal property or equipment acquired by the Grantee with CCHD grant funds for the accomplishment

of the project described in Grantee's approved CCHD Application and Proposal for Funding shall be retained by the Grantee. Grantee agrees that it is solely liable for any amounts that may remain as an unpaid purchase price for such property or equipment or by way of security interest or other form of encumbrance with respect to such property.

C. Payment of Grant

- 1. USCCB agrees to award to Grantee a grant in the amount of \$_______, payable in such installments as are provided in the schedule of payments and reports attached to this Agreement.
- 2. The grant will be deemed to expire on the later of the following dates: (a) one year from the date of execution of this Agreement; or (b) the date on which all CCHD grant funds have been expended by Grantee.

D. Grantee Reports; Cooperation

- 1. Grantee agrees to submit to USCCB an interim report and a final report with respect to the use of CCHD grant funds. These reports shall be submitted in accordance with the schedule of payments and reports attached to this Agreement. Each report must include the following:
 - (a) A detailed narrative description of Grantee's progress toward the goals outlined in its approved CCHD Application and Proposal for Funding; and
 - (b) A detailed, itemized financial statement setting forth the dates, amounts, and nature of all expenditures of CCHD grant funds during the period covered by the report. Any salaries or other forms of compensation paid to Grantee's trustees, directors, officers, employees or agents with CCHD grant funds must be identified with particularity.
- 2. Grantee agrees to submit required reports electronically through CCHD's Online Grant Management System at www.grantrequest.com/SID_464/.
- 3. Grantee agrees to cooperate with USCCB in facilitating any USCCB evaluation of Grantee's performance under the CCHD grant, provided that the expenses of any such evaluation shall be paid by USCCB.
- 4. Grantee agrees to cooperate with the local Catholic diocese, bishop, or bishop's representative, particularly the diocesan director for CCHD, in fulfilling the requirements of this section of the Agreement.

E. Grantee Audit; Records Retention

1. Grantee agrees that USCCB has the right, at its discretion, at any time during the period of the CCHD grant and up to two years after the expiration of the grant, to have an audit conducted at Grantee's expense of all CCHD grant funds and all other funds of whatever nature and description, including any earned income, related to the project described in Grantee's approved CCHD Application and Proposal for Funding.

2. Grantee agrees that it will retain all books and records relating to Grantee's use of CCHD grant funds and the project described in Grantee's approved CCHD Application and Proposal for Funding for at least two years after the expiration of the grant.

F. Indemnification; Insurance

- 1. Grantee agrees to indemnify and save harmless USCCB from and against any and all liability, loss, costs, damages, attorneys' fees and expenses of whatever kind or nature that USCCB may suffer, incur or be required to pay arising out the performance of or in connection with this Agreement.
- 2. Grantee agrees to obtain at its own expense a policy of commercial general liability insurance with such coverage and from such carrier as is approved by USCCB. Grantee further agrees to provide USCCB with a certificate naming USCCB as an insured under such policy.

G. Termination

- 1. USCCB may terminate this CCHD grant upon the occurrence of any of the following:
 - (a) USCCB determines that Grantee has violated any term of this Agreement;
 - (b) USCCB determines that Grantee's solvency or ability to carry out the purposes for which the CCHD grant was made have been placed in jeopardy;
 - (c) USCCB determines that Grantee has engaged in conduct or activity in conflict with the basic purposes of USCCB, fundamental Catholic social or moral teaching, or the Foundations of CCHD; or
 - (d) For any other reason.
- 2. In the event of termination of this CCHD grant, USCCB shall provide Grantee written notice of such termination and of the cancellation of any portions of the grant that remain to be paid. USCCB may, in its discretion, require Grantee to refund to USCCB the full amount of the CCHD grant and to transfer title to USCCB of any property purchased by the Grantee with CCHD grant funds.

H. Complete Agreement; Amendment; Waiver; Governing Law

- 1. This Agreement contains all covenants, stipulations and provisions agreed upon by USCCB and Grantee relating to this CCHD grant, and supersedes any and all prior written or oral negotiations, commitments, agreements and understandings between USCCB and Grantee.
- 2. Any amendment to this Agreement or modification of its terms, including any extension of time or waiver of any term or provision, must be made in writing signed by USCCB and Grantee.
- 3. No delay in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof

- preclude the further exercise thereof or exercise of any other right or remedy.
- 4. This Agreement has been made in the District of Columbia. Any and all claims arising from this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. The sole jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal of local court in the District of Columbia.

IN WITNESS WHEREOF, the undersigned represent that they are authorized representatives and execute this Agreement on behalf of USCCB and Grantee respectively.

<u>USCCB</u>	
Signature:	
Name:	Director Catholic Campaign for Human Development
<u>GRANTEE</u>	
Signature:	
Name:	Board Chairperson
Signature:	
Name:	Executive Director