

October 1, 2023

E-mail: [email address]  
[Organization Leader]  
[Title]  
[Organization Name]  
[Street Address]  
[City, State Zip]

Re: Grant #[Grant Number]

Dear [Salutation] [Organization Leader Last Name],

The Directors of the Illinois Children's Healthcare Foundation ("ILCHF") have approved a grant to [Organization Name] ("Grantee"), subject to the terms and conditions set forth in this letter agreement (this "Agreement"), in an amount of [Amount] (the "Grant") to implement its "[Project Name]" project (the "Project") for the period of January 1, 2024 to June 30, 2025 (the "Grant Term").

The Grant funds shall be used as described in the proposal submitted for the Project on [Date] (the "Grant Proposal") set forth on Appendix 2.

These terms apply to Grantee's use of ILCHF's grant funds:

1. Use of Grant Funds. The Grant is made only for the purposes stated in the first paragraph of this Agreement. It is understood that Grant funds, including the income earned thereon, will be used for such purposes substantially in accordance with the Grant Proposal and the Approved Expenditure Budget set forth in Appendix 2. Grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. It is also understood that no variance above 10% with respect to the subtotal lines in Appendix 2, including the timing of expenditures, will be made from the Approved Expenditure Budget without ILCHF's prior approval in writing.
2. Payment of Grant Funds. Subject to prior receipt by ILCHF of a countersigned copy of this Agreement signed by the authorized officers of Grantee and subject to all other terms and conditions of this Agreement, ILCHF will make payments of Grant funds in the amount of [Amount] on or before January 1, 2024.
3. Use of Income, Segregated Account, and Return of Unused Funds. ILCHF encourages, whenever feasible, unexpended Grant funds to be on deposit in a separate, segregated, interest-bearing account dedicated solely to the purposes of the Grant specified herein. Any Grant funds, and any income earned thereon, not expended or committed for the purposes of this Grant by June 30,

2025, will be returned promptly to ILCHF, unless ILCHF provides a written waiver of this requirement.

4. Prohibited Activity. Grant funds shall not be used by Grantee to (a) carry on propaganda, or otherwise to attempt to influence any legislation, within the meaning of Section 4945 of the Code and the Treasury Regulations thereunder; or (b) intervening in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Without limiting the foregoing, Grant funds also shall not be used to engage in partisan political activities or other activities designed to influence the outcome of an election to any public office; to organize or implement, directly or indirectly, a voter registration drive; or to participate in, or endorse events or activities that are likely to include advocacy for or against political parties, political candidates, proposed legislation, or elected officials.
5. Required Reports and Presentations. Grantee shall submit to ILCHF:
  - a. By August 15, 2025 : A Final Report delineating (1) activities, (2) project data as requested and (3) expenditures for the period of January 1, 2024 to June 30, 2025.

Please refer to Appendix 3 for requirements with respect to required reports.

6. Evaluation and Monitoring. ILCHF may monitor and conduct an evaluation of operations under this Grant, which may include a visit from ILCHF Directors, its President, or one or more Program Officers to observe Grantee's program, discuss the program with Grantee's personnel, and review financial and other records and materials connected with the activities financed by this Grant. ILCHF may request that Grantee secure an audit of Grant funds as part of its regular annual audit, or ILCHF may conduct an independent audit of Grant funds using other outside audit professionals. Grantee agrees to cooperate promptly with any requests from ILCHF during, or within a reasonable time following, the Grant Term.
7. Publicity. ILCHF may include information about this Grant in its public records and may also refer to this Grant in a press release. Should your organization coordinate a public announcement and desire use of ILCHF's logo, please contact the Program Officer assigned to this Grant. Grantee shall obtain prior written approval from ILCHF for all promotional, marketing, and other materials that use the ILCHF name, images, or marks; however, once materials have been submitted to ILCHF without ILCHF's objection, subsequent materials that do not materially alter the approved use need not be resubmitted to ILCHF for re-review.

At least thirty (30) days prior to any publication, presentation, or distribution of any information, data, outcomes, project processes, or other Deliverables resulting from this Grant (collectively, the "Grant Materials") by Grantee to any party other than ILCHF, Grantee shall provide a copy of the Grant Materials to ILCHF, in the form in which Grantee proposes to publish, present, or distribute such Grant Materials, for ILCHF's prior review, input, and approval.

8. Work Product. Grantee hereby grants to ILCHF a non-exclusive, perpetual, paid-up, royalty-free, worldwide license and related rights to reproduce, display, perform, prepare derivative works of, distribute, make, and otherwise use, in any and all media now known or later created, any Grant Materials (including all intellectual property and proprietary rights therein, such as copyrights and

patents obtained with respect to inventions embodied in the Grant Materials; provided, however, that ILCHF may not use or sell any Grant Materials for a commercial purpose.

9. Tax Status. By countersigning this Agreement, Grantee confirms that it either (1) has been determined by the Internal Revenue Service to be an organization described in Section 501(c)(3) of the Code, that is a public charity described in Section 509(a)(1), (2), or (3) of the Code, and that is not a Type III supporting organization within the meaning of Section 4943(f)(5)(A) of the Code; or, (2) is a governmental entity described in Section 170(c)(1) or 511(a)(2)(B) of the Code. If Grantee's status under this paragraph 9 is revoked or modified, please notify ILCHF immediately. No payment hereunder shall be required to be made at any time after Grantee ceases to be an organization described in (a) Section 501(c)(3) and Section 509(a)(1), (2), or (3) of the Code (other than a Type III supporting organization), or (b) Section 170(c)(1) or 511(a)(2)(B) of the Code.
10. Termination. Failure to comply with any term or condition of this Agreement, including without limitation, the reporting requirements set forth herein, may, in the sole discretion of ILCHF, result in (a) the termination of the Grant and require the return of all or a portion of the Grant funds to ILCHF, or (2) the delay or cancellation of any remaining Grant payments hereunder. Failure or tardiness in furnishing required reports also may be viewed as a basis for denying future requests by Grantee for funding from ILCHF. ILCHF reserves the right to terminate this Agreement if, in its sole discretion, ILCHF determines Grantee has made any misrepresentations or has in any way misappropriated funds. ILCHF shall be entitled to a return of any misappropriated funds up to and including the full amount of the Grant.
11. Future Funding. Grantee acknowledges and agrees that ILCHF has made no actual or implied promise of funding except in the amounts and under the terms and conditions stated herein.
12. Compliance with U.S. Law. It is understood that, by countersigning below, Grantee agrees that it will comply with all applicable United States law.

If this Agreement correctly sets forth Grantee's understanding of the terms of this Grant, please indicate its agreement to such terms and conditions by having this Agreement countersigned by the appropriate officers of Grantee and returned, along with the attached Approved Expenditure Budget, to ILCHF on or before [Signature Deadline].

We look forward to working with you.

Sincerely,

Illinois Children's Healthcare Foundation

By: \_\_\_\_\_  
Heather Higgins Alderman, President

ACCEPTED AND AGREED:

**[Organization Name]**

**Organization CEO/Executive Director/  
Department Head**

**Chair of the Board of Organization/  
Board Designated Official**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_

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

\_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

**Notification of payment should be sent to:**

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

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

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPENDIX 1**

**[Organization Name]**

**[Project Title]**

**Project Deliverables**

**Activities**

**Outcomes to be Measured and Reported**

**APPENDIX 2**  
**Approved Expenditure Budget**

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[Budget]

### APPENDIX 3 Definition of Reporting Requirements

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**Progress Report:** The Progress Report consists of a written narrative that describes the Project Deliverables (as set forth in Appendix 1) that have been completed and the outcomes (anticipated and unanticipated), benefits, and challenges encountered for the reporting period delineated in this Agreement. Each Progress Report will include Project data as requested by ILCHF. With regard to expenditures, each Progress Report will include a budget narrative covering from the Grant inception to the date required in this Agreement describing all Grant-funded line items completed, a completed Grantee Expenditure Worksheet, and a completed Officer's Certification Form. Each Progress Report must include complete copies of any materials produced with Grants funds, including without limitation, communication materials produced with Grants funds, and news articles on the Project.

**Final Report:** The Final Report consists of a written narrative that describes the Project Deliverables (as set forth in Appendix 1) that have been completed, the outcomes (anticipated and unanticipated), benefits, and challenges encountered from the inception of the Grant through completion as delineated in this Agreement. The Final Report will include Project data as requested by ILCHF. The Final Report will also include a budget narrative covering from the Grant inception to the completion of the Grant, describing all Grant-funded line items, a completed Grantee Expenditure Worksheet, and a completed Officer's Certification Form. The Final Report must include complete copies of any materials produced with Grants funds, including without limitation, communication materials produced with Grants funds, and news articles on the Project for the timeframe between the last Progress Report and the Final Report.

**Note:** All Report Forms and respective instructions can be downloaded from ILCHF's website at [www.ilchf.org](http://www.ilchf.org). Further guidance on the format of the Progress Reports and Final Reports will be distributed at least 30 days prior to the reporting requirement due date.