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GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is entered into this xxth day of xxxxxxxxxxxx, 20xx,

BY AND BETWEEN:

INTERNATIONAL CHRISTIAN MISSION SERVICES, INC., a nonprofit corporation
incorporated in the State of New York in the United States of America
(hereinafter referred to as “ICMS US”)

AND:

AGENCY NAME

Street address
City, State, Zip Code USA
(hereinafter referred to as “XXXXX”)

RECITALS

WHEREAS XXXXX is a non-profit, faith-based charitable organization whose mission is to initiate, develop, and facilitate national and global Christian ministries; and

WHEREAS ICMS US is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code whose mission is to initiate, develop, and facilitate national and global Christian ministries; and

WHEREAS XXXXX and ICMS US share complementary tax-exempt purposes and Christian missions; and

WHEREAS, from time to time, ICMS US intends to grant funds or other assets (“Grant Funds”) to XXXXX so that the purposes of both ICMS US and XXXXX may be carried out; and

WHEREAS ICMS US seeks to ensure that all Grant Funds are used in a manner that is consistent with the directives of ICMS US and not inconsistent with legal requirements governing ICMS US as a 501(c)(3) organization in the United States;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. Scope of Agreement This Agreement shall apply to all Grant Funds related to the grant projects (the "Grant Projects") described in Exhibit A attached hereto.
2. Term This Agreement is for an initial period of one (1) year from the date of execution, and it shall be automatically extended on a year-to-year basis thereafter, unless earlier terminated by thirty (30) days' written notice by either party to the other.
3. Control of funds XXXXX shall have legal possession and control over all Grant Funds received, subject to the directions given by ICMS US.
4. Obligations, Representations, and Warranties of ICMS US
 - (a) Use of Grant Funds XXXXX shall use the Grant Funds only for those expenditures incurred for approved activities in furtherance of the Grant Projects, and XXXXX shall maintain accurate records of receipts and expenditures to enable ICMS US to readily check the use of any portion of the Grant Funds. Without limiting the foregoing, XXXXX shall not use any portion of the Grant Funds for any of the following purposes: (i) to cause or induce any violation of law or public policy; (ii) to result in any private inurement or improper private benefit; (iii) to make grants to any individual or other organization without ICMS US's prior written consent; or (iv) to make any expenditure or undertake any activity that is not charitable, religious, or educational, all within the meaning of Section 501(c)(3) of the Internal Revenue Code.
 - (b) No Private Inurement None of the Grant Funds shall be paid to or benefit any individual, either directly or indirectly, except that XXXXX may use Grant Funds to pay reasonable compensation to any individual for services rendered to XXXXX related to the Grant Project. As used herein, the term "reasonable compensation" shall be deemed to mean the fair market value of such services rendered.
 - (c) Compliance with Anti-Terrorism Funding Laws Should the Grant Project designate any individuals or specific countries, XXXXX shall take reasonable steps to ensure that such individuals or countries are not related to terrorism. XXXXX shall retain records of its review efforts and provide such records to ICMS US upon request.
 - (d) Lobbying and Political Activities XXXXX represents and warrants that it will not engage, directly or indirectly, in any activities that consist of carrying on propaganda, attempting to influence legislation, or intervening in any political campaign on behalf of or in

opposition to any candidate for public office. XXXXX further represents and warrants that no Grant Funds granted by ICMS US will be used for any such purposes.

5. Fees ICMS US will charge a fee of 6% of donations received on behalf of the agency.

6. Reporting and Accountability

(a) Periodic Reports XXXXX shall provide ICMS US with periodic reports, not less frequently than annually (and more frequently if requested by ICMS US), as to the status of each Grant Project. The report shall contain information describing (i) the progress of each Grant Project since the date of the previous report; (ii) an accounting of all Grant Funds granted by ICMS US to XXXXX, which accounting shall include an explanation of all expenditures of Grant Funds by XXXXX; (iii) a description of the charitable beneficiaries of the Grant Projects; and (iv) such other information as may be requested by ICMS US from time to time.

(b) Financial Statements XXXXX agrees to provide to ICMS US, as part of said reports, copies of its most current financial statements and to make available to ICMS US any of its financial or other records related to the Grant Projects, and will provide ICMS US with copies of any such records and documents as ICMS US may request from time to time.

(c) Manner of Reporting Periodic reports concerning the status of the Grant Projects may be delivered to ICMS US either orally or in writing. Periodic reports concerning the management and expenditure of Grant Funds shall be delivered to ICMS US in writing.

(d) Meetings Representatives of XXXXX shall be available to meet with representatives of ICMS US at any reasonable time to discuss the use of Grant Funds, status of the Grant Projects, or such other matters about which ICMS US may inquire.

(e) Books and Records XXXXX shall maintain accurate records of receipts and expenditures with respect to all Grant Funds. XXXXX shall permit ICMS US and/or its representatives, at ICMS US's request and expense, to have reasonable access during regular business hours to such records. XXXXX shall keep the financial records, as well as copies of the reports and financial statements submitted to ICMS US, for a minimum period of six (6) years or such other time as may be determined by ICMS US.

7. Termination ICMS US shall be entitled to terminate this Agreement upon immediate written notice to XXXXX if (a) XXXXX has utilized any portion of the Grant Funds for unauthorized activities or for any expenditure prohibited by this Agreement; (b) XXXXX has otherwise failed to comply fully with the terms and conditions of this Agreement; (c) ICMS US determines that the Grant Project is not meeting its stated goals; or (d) ICMS US determines that termination is necessary to protect its charitable interests or to comply with the requirements of any applicable law or regulation. Upon termination, XXXXX shall refund to ICMS US any Grant Funds not yet spent or required to fulfill a contractual obligation of ICMS US consistent with this Agreement.

8. Separate Entities This Agreement and any Grant Projects hereunder shall not create any partnership, joint venture, or agency relationship between ICMS US and XXXXX.

9. Amendment The terms of this Agreement may not be amended except by written amendment signed by authorized signatories of ICMS US and XXXXX.

10. Governing Law This Agreement, and the Grant Funds contemplated hereunder, shall be governed by the laws of the State of New York and of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date hereinafter written.

XXXXX

Signature _____
Name _____
Title _____

ICMS US

Signature _____
Name Gary Janzen
Title Executive Director

EXHIBIT A

Grant Projects:

- List projects