

## Standard Terms and Conditions

If the applicant is awarded a Grant, the Grantee agrees that its acceptance of the grant funds creates a contractual obligation that binds it to the following Terms and Conditions:

- A. **Choice of Law/Venue.** The validity, interpretation, and performance of work performed under the grant shall be governed in all respects by the laws of the State of Wisconsin, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Both Parties shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of performance under this grant and which in any manner affect the work or its conduct. Any litigation under this agreement shall be venued in Dane County, Wisconsin, circuit court.
- B. **No Assignment or Delegation.** No right or duty performed because of the grant may be assigned or delegated to a third party over which the grantee does not have direct control and supervision without the prior written approval of the Department. The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Grant in accordance with all relevant laws.
- C. **Independent Contractor.** The Grantee shall perform the services performed resulting from the awarding of the grant as an independent contractor, and nothing contained in this Application or awarding of the grant shall be construed to create an employer/employee relationship between the parties. The grantee shall maintain exclusive control over personnel and salary policies relative to its employees. All salaries, health insurance, retirement benefits, car expenses, worker's compensation, or disability benefits relative to such personnel shall be paid by the grantee.
- D. **Non-Discrimination.** The Grantee agrees that it will not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as defined in s. 5.01(5), Stats., sexual orientation, or national origin in connection with any work performed under this grant. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. Additionally, the Grantee agrees to comply with all state and federal civil rights laws of the Civil Rights Act of 1964.

The Grantee agrees that, in accordance with s. 16.765, Stats., the grantee shall follow all state and federal anti-discrimination laws and equal

employment opportunity practices in the administration and delivery of program services to eligible applicants.

The Grantee agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations. The Grantee assures that any benefits, services, or employment, available through the Grantee to the public by way of this Grant's funds, shall not be denied persons with handicaps who are otherwise qualified or eligible for the benefits, services, or employment available because of this Grant.

- E. **Indemnify and Hold Harmless.** The grantee shall indemnify and hold harmless the Department and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the grantee, or anyone hired by the grantee, in prosecuting work under the Grant.
- F. **Material Adverse Conditions.** The grantee has disclosed and will continue to disclose any occurrences or events that could have an adverse material impact on the project. Adverse material impact includes, but is not limited to, lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory interventions, or inadequate funding for the purposes listed in this grant application.
- G. **Cancellation.** The Department reserves the right to cancel the Grant in whole or in part without penalty due to non-appropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of the terms of the Grant Application and these Standard Terms and Conditions.
- H. **Non-Waiver.** No waiver of default by the Department of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Grantee shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Grantee.
- I. **Records Retention.** The Grantee shall retain all records regarding the grant for a period of at least three (3) years after the Grantee completes all work required as part of the grant. The requirements to maintain all records regarding the grant shall automatically be extended if the Department notifies the Grantee that the records pertaining to the Grant are subject to an Open Records Request, a legislative inquiry, or are the subject of litigation. Should the Department notify the Grantee that any one of these incidents has occurred, the Grantee shall maintain all records regarding the grant until such time as the Department in writing authorizes that the Grantee no

longer needs to retain those records.

- J. **Reporting Requirements.** The Grantee will assist the Department in making any reports regarding the use of the grant that the Legislature or other interested parties may require. Consistent with Wis. Admin. Code VA §2.07(12), the Grantee will provide any reports, documents, or information requested by the Department. This shall include, but not be limited to, a Service Delivery Report.
- K. **Retention of Records.** As required by the Administrative and Related Records General Records Schedule (RDA Number ADMIN406), Grantee shall maintain all Records for a period of not less than four (4) years after Grantee has completed all activity funded through this Nonprofit Grant Application. The requirements to maintain all records regarding the grant shall automatically be extended if the Department notifies the Grantee that the records pertaining to the Grant are being requested by DOA, subject to an Open Records Request, a legislative inquiry, or are the subject of litigation. Should the Department notify the Grantee that any one of these incidents has occurred, the Grantee shall maintain all records regarding the grant or records created as a result of the Grantee's work resulting from the grant until such time as the Department in writing authorizes that the Grantee no longer needs to retain those records.
- L. **Maintenance of Fund in Separate Account.** If the applicant is awarded a Grant, the Grantee shall maintain grant funds in a separate account subject to audit by the Department. If the applicant is awarded a Grant and pursuant to s. 45.47, Stats., the Grantee agrees to maintain records as required by the Department concerning the applicant's expenditure of grant moneys and agrees to cooperate fully in any review and audit of grant expenditures. In addition to any other legal remedies available to the Department, the Department may recoup any grant funds awarded if the applicant does not comply with the audit.
- M. **Non-Variation.** The Parties agree that the grant terms may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto.
- N. **Compliance with all Laws.** The Grantee shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect while the Grantee performs work pursuant to this Grant and which in any manner affect the work or its conduct. The Department may take enforcement action, including but not limited to, recouping past payments, suspending, or canceling the Grant, if the Grantee violates any applicable federal and state law, local law, ordinance,

regulation, or requirement, or does not follow applicable guidance from the Department.

In particular, the Grantee understands and acknowledges that all records pertaining to this Grant, are subject to Wisconsin Public Records law, Wis. Stat. §§ 19.31-19.39. The Grantee will fully cooperate with any request the Department makes to the Grantee for records pertaining to its work under the Grant should the Department receive an Open Records Request for any records pertaining to the Grantee's work pursuant to this Grant that are held by the Grantee.

- O. **No Lobbying.** The applicant agrees that no grant appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, any member of the Wisconsin Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan, or cooperative agreement. The applicant further agrees that no grant appropriated funds will be used to contact, or urge the public to contact, members or employees of any legislative body for the purpose of proposing, supporting, or opposing legislation, or to advocate the adoption or rejection of legislation.
- P. **Notice and Demand Clause.** Notices and demands required or permitted to be given hereunder must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, addressed to:
- 1) **Wisconsin Department of Veterans Affairs:**  
Amy Millard  
**Printed Name**  
PO Box 7843  
**Street Address**  
Madison, WI 53707  
**City, State, Zip Code**
  - 2) **Grantee:** To individual and address that Grantee provided upon submitting application for such Notices and Demands.

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day after such notice or communication is sent by overnight courier. Either party may change his, her or its address or the person to whom a notice or

other communication is marked to the attention of, by giving written notice of such change to the other party.

- Q. **Entire Agreement.** The Grant Application, along with these Standard Terms and Conditions, constitutes the entire agreement between the Department and the Grantee and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this grant. If awarded a grant and consistent with Wis. Admin. Code VA §2.07(8), an authorized representative of the nonprofit organization shall accept the grant award by signing the award document.
- R. **Period of Performance.** If awarded a Grant the Period of Performance and effective date of the award shall be the date the authorized representative of the nonprofit organization signs the award document through one-year from that date.

The Grantee may not expend funds either before or after the effective date of the award.

- S. **Electronic Signature Authorization.** A signed copy of this Grant Application transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Grant Application. This Grant Application may be conducted by electronic means and the grant applicant authorize that their electronic signatures act as their legal signatures of this Grant Application. This Grant Application will be considered signed by the grant applicant when that grant applicant's electronic signature is transmitted. Such signature shall be treated as having the same effect as an original handwritten signature. The grant applicant is not required to sign and submit this Grant Application by electronic means or use an electronic signature, but if the grant applicant elect to do so, then the grant applicant's authorization is hereby given pursuant to this paragraph.
- T. **Duly Authorized Signatories.** The person signing and submitting this Grant Application represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Grant Application on behalf of the grantee. The person signing and submitting this Grant Application represents, warrants, and certifies that the execution and delivery of the Grant Application and the performance of such party's obligations hereunder have been duly authorized by the grant applicant and that if the Grant Application results in the applicant being awarded a Grant, the person signing and submitting this Grant Application is duly authorized to bind the grantee to the terms and conditions of this Grant Application and acknowledges that the terms and conditions of this Grant Application create a

binding contractual obligation and are binding on the grantee and enforceable in accordance with its terms.

- U. **Limitation on Use of Funds.** The funds awarded under this grant may only be used to provide services to a servicemember who satisfies the requirements of Wis. Stat. §45.01(12) to be deemed a veteran under Wisconsin law or the dependents of veterans. The veteran or dependent of the veteran must also be a current resident of Wisconsin.

At the Department's request, the Grantee will pay back any portion of funds use or committed in material breach of the Grant Application, along with these Standard Terms and Conditions. Unless approved by the Department, Grantee may not use funds to reimburse expenses incurred by the Grantee that are not within the timeframe specified in #4 under the Grant Term and Application.

- V. **Publicity.** Grantee will not use the name, logo, or trademarks of the Department, or issue any press release or public announcement regarding this agreement or any aspect of this grant, without the Department's written consent, unless required by Law.
- W. **Disputes.** Disputes by either party relating to this Nonprofit Grant and Grantee's work performed pursuant to it should first be addressed to the individual listed in the Notice and Demand Clause (Letter P). A good faith dispute creates an exemption to prompt payment.

After attempting to resolve the dispute, the Grantee hereby agrees that any action, proceeding or claim arising out of or relating in any way to this Nonprofit Grant shall be brought and enforced in the courts of the State of Wisconsin, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive and all disputes the venue shall be in Dane County Circuit Court. Prior to instituting a legal action in Dane County Circuit Court both parties agree to make a good faith effort to informally resolve the dispute. The Grantee hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Any such process or summons to be served upon either Party may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to the other Party at the address set forth in the addresses listed in the Notice and Demand Clause (Letter P). Such mailing shall be deemed personal service and shall be legal and

binding upon either Party in any action, proceeding or claim.

- X. **Severability.** If any provision of this Grant Application, along with these Standard Terms and Conditions, shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect this Grant Application, along with these Standard Terms and Conditions.
- Y. **Failure to Perform.** The Department reserves the right to suspend payment of funds or recoup paid funds if required reports are not provided to the Department on a timely basis, if there are deficiencies in those reports, or if performance of contracted activities is not evidenced.

Grantee's management and financial capability, including but not limited to audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be cause for terminating or suspending performance of this Grant Application.

- Z. **Assurances and Certifications.** Consistent with Wisconsin Administrative Code VA §2.08(6)(j), the Nonprofit Organization certifies that:

- 1) The individual who signed the Grant Application has the authority to sign on behalf of the Nonprofit Organization and has the authority to accept funds on behalf of the Nonprofit Organization.
- 2) The nonprofit organization is in compliance with all applicable state and federal laws, rules, and regulations, including tax laws.
- 3) If awarded a grant, the Nonprofit Organization agrees to comply with all requirements contained in Wisconsin Administrative Code VA 2.08 and the terms of the grant award, including these Standard Terms and Conditions.
- 4) In accordance with Wisconsin Stat. § 16.765, the Nonprofit Organization agrees that it shall follow all state and federal anti-discrimination laws and equal employment opportunity practices in the administration and delivery of program services to the veterans and dependents of veterans served by this grant.

