

The contract set forth in this section, is NOT an exact representation of the contract that will result from this RFP. Specific contractual provisions pertinent to an applicant's proposal shall be discussed, if necessary, and included in the resultant contract. This sample contract is only intended to provide an applicant with a general overview of the elements of a typical contract for grants awarded under the Range Partnership Grant Program.

Grant No. ____

NATIONAL SHOOTING SPORTS FOUNDATION

2009 RANGE PARTNERSHIP GRANT PROGRAM

GRANT CONDITIONS ACKNOWLEDGEMENT AGREEMENT

This Grant Conditions Acknowledgment Agreement (“Agreement”) is made _____ between the National Shooting Sports Foundation, Inc. (“NSSF”), a tax-exempt Connecticut nonprofit corporation, located at 11 Mile Hill Rd., Newtown, CT 06470-2359, and _____ (“Grantee”), located at _____.

The NSSF has established the Range Partnership Grant Program to provide direct grant funding to public and private shooting facilities to assist them in recruitment and retention initiatives to increase the shooting population and expand shooting opportunities.

The NSSF has awarded Grantee funds to create, coordinate and administer the program “_____” (“Program”), as more fully described in Grantee’s grant proposal (“Grant Proposal”) attached hereto as Appendix A.

Grantee expressly acknowledges and agrees to comply fully with the following terms and conditions in connection with the acceptance of this grant (“Grant”):

TERM

1. This Agreement shall commence on the date last executed by both the NSSF and Grantee and shall expire on March 1, 2010 (“Grant Period”). Grantee’s Program must be completed by **February 1, 2010.**

USE OF GRANT FUNDS

2. Grantee is awarded the total amount of \$_____ to pursue its Program. Upon receipt of a signed Agreement from Grantee, NSSF shall disburse 50% of the funds to Grantee. The remaining 50% of the funds shall be disbursed to Grantee within a reasonable time following NSSF’s receipt and satisfactory review of Grantee’s final written report (See, Paragraph 10 herein)

[THE AMOUNT OF FUNDING AND TIMING OF GRANT DISBURSEMENTS SHALL BE AT NSSF’S SOLE DISCRETION.]

3. Grantee agrees that all funds it receives under this Grant shall be used exclusively for the purposes specified in Grantee's Grant Proposal as approved, unless otherwise provided by law.

Grant funds shall not be used for any unrelated, unnecessary or indirect expenses (e.g. salaries, overhead, office supplies, etc.). NSSF shall have final approval on what may or may not be an appropriate expense.

4. Grantee shall notify NSSF in writing of any significant changes regarding the use of funds or any modifications to scheduled Program events and/or activities as originally proposed by Grantee in carrying out the intentions of the Grant. Any changes regarding the use of funds or any modifications to scheduled Program events and/or activities are subject to the prior written approval of the NSSF.
5. Grantee hereby covenants that all activities performed in connection with Grantee's Program under this Agreement will comply with all applicable federal, state or municipal laws, statutes, regulations, codes, or other governmental restrictions.
6. At all times during the Grant Period, Grantee shall maintain current records to accurately account for funds it is awarded. These records shall identify the disbursement of Grant funds and expenditures by Grantee, complete with substantiating documents including but not limited to bills, invoices, cancelled checks and receipts. Any and all records maintained by Grantee in connection with the Grant are subject to inspection by the NSSF upon reasonable written notice to Grantee.

OPERATIONS AND REVIEW

7. Grantee expressly acknowledges that the NSSF will not have any direct or indirect supervision or control over Grantee's Program or spectators of or participants in Grantee's Programs. In the event that Grantee's Program incorporates the use of firearms or involves activities that could result in bodily injury, death or other loss, Grantee shall ensure that proper supervision and safety procedures are followed at all times. To the extent permitted by law, Grantee agrees to indemnify and hold harmless (including the payment of attorney's fees and expenses) NSSF, its directors, officers, employees, agents against any and all judgments, demands, claims, suits, losses, settlements, damages, and liabilities of any kind arising in any manner from or related to the Grantee's Program or Grantee's performance under this Agreement. Grantee shall specifically name "The National Shooting Sports Foundation, Inc, its directors, officers, employees and agents" in any liability waiver and release Grantee disseminates in connection with its Program.
8. Grantee shall acknowledge the contribution of NSSF to Grantee's Program by conspicuously including the following statement in all Grantee issued Program press releases, signage, brochures or other public communications:

"This project is supported by the National Shooting Sports Foundation's 2009 Range Partnership Grant Program"

9. NSSF may, at its own expense, periodically monitor and conduct an evaluation of the Grantee's Program. Grantee agrees to fully cooperate with NSSF and provide all necessary assistance in connection with such evaluation.

PROGRAM REPORTS

10. Final Report: Grantee shall furnish the NSSF with a written final report regarding Grantee's Program (including copies of any advertisements, press releases, brochures or other promotional materials created and used in connection with the Program). Grantee's final report must be received by the NSSF no later than *5PM (ET) February 17, 2010*.

Grantee's Final Report shall, at a minimum, provide detailed responses to the questions found in Appendix B attached hereto. **Failure to submit a final written report or other required documentation in a timely manner could, at NSSF's sole discretion, result in suspension, reduction, termination of Grantee's funding and/or disbarment from receiving future Range Partnership Grant Program funding.**

REVERSION AND TERMINATION OF GRANT

12. NSSF may, at its option, and at any time, suspend and/or terminate the Grant, reduce the amount of funds awarded to Grantee, recover any unexpended funds, and/or refuse to fund Grantee in future years, if Grantee fails to comply with any of the provisions of this Agreement or, if in NSSF's sole judgment, Grantee becomes unfit or unable to complete the Program as described in Grantee's Grant Proposal within the Grant Period.

SPECIAL CONDITIONS

13. Grantee grants NSSF the nonexclusive, royalty-free rights, including the non-exclusive, royalty-free rights in copyright, to reproduce, publish or otherwise use, and to authorize others to duplicate or use, any Program materials developed by Grantee under the Grant, including Grantee's Program proposal, in whole or in part, without further compensation to or recognition of Grantee, its representatives or contractors.
14. The NSSF and Grantee agree that in the event of any conflict or inconsistency between this Agreement and Grantee's Grant Proposal (Appendix A), this Agreement shall prevail.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement and agree to its terms and conditions.

**NATIONAL SHOOTING SPORTS
FOUNDATION, INC.**

GRANTEE

Name:
Title:

Name:
Title:

Date: _____

Date: _____

APPENDIX A

GRANTEE GRANT PROPOSAL

[TO BE SUPPLIED BY GRANTEE]

APPENDIX B

FORMAT FOR

FINAL WRITTEN REPORTS

2009 RANGE PARTNERSHIP GRANT PROGRAM

FORMAT FOR FINAL WRITTEN REPORTS

TOP OF COVER PAGE:

- Reports should clearly be identified as Final Reports.
- Grant Number (as indicated on cover page of Grant Conditions Acknowledgement Agreement).
- Name of Range.
- Program Title (as indicated on grant proposal – Appendix B of the Grant Conditions Acknowledgement Agreement).

Program funding may be suspended, reduced or terminated, at NSSF's sole discretion, until Final Reports are received by Melissa Schilling, Program Administrator, Range Partnership Grant Program.

WORK PROGRESS:

- Report the following information on tasks that were performed during the duration of your project:
 - List each primary task that was performed and describe the work completed.
 - Describe any unexpected problem encountered and its impact.
 - Attach copies of any promotional materials, sample survey questionnaires and results, evaluation forms, subcontractor reports, etc. used in connection with the program.

ASSESSMENT OF OVERALL PROJECT OBJECTIVES: Identify the program's primary measurable objective(s) (e.g., had 500 new shooters, coordinate 20 shooting events in six months, etc.). List any key results that support your assessment. (Again, please refer back to your proposal where you outlined what and how you were going to measure effectiveness.) Additionally, please include how this program can be applied to other shooting facilities as well as how it will make the Range Partnership Grant Program a success in the future.

EXPENSES: Provide the final list of expenses and an overview of the budget. Please indicate any matching funds that were utilized to accomplish your goals.

REPORT SUBMISSION:

If possible, please submit project reports via e-mail attachment to the Program Administrator at mschilling@nssf.org. If submitted electronically, there is no need to send a hard copy.

In the event project reports are submitted via U.S. mail or by overnight courier, please send them to Melissa A. Schilling, Program Administrator, Range Partnership Grant Program, National Shooting Sports Foundation, Inc., 11 Mile Hill Road, Newtown Connecticut 06470-2359. All written reports sent via U.S. mail or by overnight courier must be accompanied by one diskette (3.5" floppy disk) or CD-ROM in Microsoft Office format and/or PDF format containing copies of the reports.