



**BOSCH**

Invented for life

## TERMS OF GRANT

**ORGANIZATION:** Hillcrest High School - Alvord USD

**PROJECT:** **Hillcrest Eco Race Team**

**AMOUNT:** \$ 25,038

**DESCRIPTION:** This grant will support the Hillcrest Eco Race Team project and associated costs including an Arduino Education Starter Kit, GPS drone kit, LIPO Battery pack, and an Ampflow A28-400 motor, per the budget submitted on January 19, 2021.

**GRANT NUMBER:** 2011-05717

### I. GRANT PURPOSES

This grant is earmarked for the project and associated costs described in the Hillcrest High School - Alvord USD ["Recipient"] January 19, 2021 ["proposal"] to Bosch Community Fund ("Foundation"), or as otherwise amended and accepted in writing by both parties to this agreement. Grant funds will be appropriately accounted for and used exclusively for approved costs and activities.

This grant is not earmarked for transmittal to any entity or person designated by the Foundation. The Recipient accepts and will discharge full control of the grant and its disposition and responsibility for complying with the terms and conditions of this agreement.

### II. GRANT PERIOD

This grant is for a period of 12 months beginning on December 31, 2020.

### III. GENERAL CONDITIONS

This commitment is contingent upon the Grantee's ability to complete the proposed activities in reasonable accordance with the financial and non-financial parameters established in its proposal, as may be amended through correspondence accepted by both parties to this agreement.

Significant changes in budget line items (greater than 20 percent of the total grant), activities, participants, personnel, or timing require the advance review and approval of the Foundation. Significant budget changes that have not been reviewed and accepted in advance may reduce, postpone or cancel planned future grant payments, or may require the return of grant funds previously paid.

### IV. PAYMENT TERMS

The full payment of \$ 25,038 will be made upon the Foundation's receipt of this signed Terms of Grant from Grantee, and any required addendum(s).

## **V. FINAL REPORT**

On or before February 15, 2022 the Grantee will access the Foundation report template in the Fluxx portal [https://bosch.fluxx.io/user\\_sessions/new](https://bosch.fluxx.io/user_sessions/new) and provide the Foundation with report survey responses and any financial reports accounting for activities during the entire grant period as described in Section II.

## **VI. CALENDAR OF SUBMITTAL DATES**

**Signed Grant Agreement: Immediately**  
**Final Report: February 15, 2022**

Grantee's failure to submit complete and timely reports or return these Terms of Grant and any required Addendum(s) will result in the return, delay, reduction, or cancellation of future grant payments.

## **VII. ADDITIONAL REQUIREMENTS**

If any of these additional requirements are marked as applicable, Grantee will complete the related addendum and any such addendum is incorporated herein by this reference as a condition of this grant and as additional terms and requirements under these Terms of Grant:

- Expenditure Responsibility Agreement required

## **VIII. GENERAL REQUIREMENTS**

### **A. INTERNAL REVENUE SERVICE REQUIREMENTS**

Grantee certifies that:

1. as to its tax status, Grantee:
  - a. is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code (IRC) and a public charity described in IRC § 509(a)(1) or (2), or a supporting organization described in IRC § 509(a)(3) (supporting organizations are required to complete and submit the Supporting Organization Attachment) and has received an IRS determination letter duly confirming such status copies of which Grantee has submitted to the Foundation, OR is a grantee to which expenditure responsibility by the Foundation is required and the grantee has completed and agrees to be bound by the attached Expenditure Responsibility Agreement;
  - b. to the best of its knowledge and belief, has not changed its basic purposes or the manner of conducting its affairs in any way that might affect the continuation of its tax-exempt or non-private foundation status; and
  - c. knows of no basis on which the organization could be considered as controlled directly or indirectly by the Foundation.
2. grant funds received from the Foundation shall not be used:
  - a. to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the meaning of IRC § 4945(d)(2));  
or

- b. for any purposes other than charitable and educational activities consistent with Grantee's tax-exempt status and in accordance with IRC § 170(c)(1) or (2).
3. If the Grantee carries on propaganda, or otherwise attempts to influence legislation (within the meaning of IRC § 4945(d)(1)), then either:
  - a. The grant of funds received from the Foundation is a general support grant which has not been earmarked to be used in any attempt to influence legislation; or
  - b. The grant of funds from the Foundation is a specific project grant (i) which grant has not been earmarked to be used in an attempt to influence legislation and (ii) which grant, together with other grants by the Foundation for the same project for the same year, does not exceed the amount budgeted, for the year of the grant, by the Grantee for activities of the project that are not attempts to influence legislation.

Grantee will notify the Foundation immediately of any actual or anticipated change in its tax status for any year affected by this agreement.

#### **B. NON DISCRIMINATION**

Grantee will not discriminate in its employment practices, volunteer opportunities, or program activities based on race, national origin, religion, gender, gender identification, age, handicap, or marital status.

#### **C. OPTION TO AUDIT**

The Foundation reserves the right to audit records associated with this project and the Foundation's grant at reasonable times during normal business hours during the grant period or subsequent two years. Grantee agrees to maintain its books and records in such a manner that the receipts and expenditures of grant funds will be shown separately from other funds in a form which can easily be checked and understood. Grantee agrees to allow access to Foundation staff, agents and representatives for the conduct of any such audit and to make available any information or materials requested during such audit. Grantee will keep records of receipts and expenditures made with grant funds as well as copies of reports submitted to the Foundation and supporting documentation during the grant period and for the subsequent two years.

#### **D. RIGHT TO TERMINATE, AMEND OR CANCEL**

The Foundation reserves the right in its absolute discretion to terminate or amend the grant and/or withhold additional funds in the case of any actual or expected violation of the terms and conditions of this agreement, if the Foundation is not satisfied with the quality of the work performed or activities undertaken, if the Foundation is not satisfied with the progress being made with respect to the project, if the Foundation determines the Grantee is unable to complete the project, to meet campaign targets or matching gift requirements, if applicable, or if the Foundation determines the project is not in the interest of the public.

Foundation may terminate these Terms of Grant if the Grantee fails to return a fully signed copy of these Terms of Grant to Foundation within 45 days of the date of these Terms of Grant. In the rare circumstance the Foundation provided a grant payment to Grantee before the return of these Terms of Grant signed by Grantee, Grantee acknowledges that cashing or negotiating that grant payment is evidence that Grantee agrees to be and is bound by these Terms of Grant.

The Foundation may terminate or amend these Terms of Grant and cancel or modify any remaining payments due or payment schedules provided hereunder in the event of a force

majeure, which is an event or circumstance occurring during the Grant Period which is beyond the control and without the fault or negligence of the Foundation and which by the exercise of reasonable diligence the Foundation was unable to prevent, such as but not limited to: (a) civic unrest, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) any natural or manmade disaster including earthquakes, flood, fire or other physical or environmental disaster including but not limited to nuclear or radioactive disasters; and (c) localized, national or international pandemic or other public health emergency or disaster.

#### **E. SITE VISIT**

If requested by the Foundation, the Grantee will arrange opportunities for Foundation representatives to observe program activity or interview consenting project beneficiaries.

#### **F. PUBLICITY**

The Foundation strongly supports the work of its grantees and wishes to encourage the public's knowledge of the grantee's program. For potential media release language that can be used to describe the Foundation, please contact the Foundation. Any releases or other information that references the Foundation shall have the Foundation's prior approval.

#### **G. ADDITIONAL FUNDING**

The Grantee acknowledges that neither the Foundation nor its representatives have made any actual or implied promise of funding other than the amounts specified in this agreement.

#### **H. BOSCH EQUIPMENT AND SERVICES**

Grantee and Foundation agree that there is no oral or written understanding that grant funds will or must be used by any grantee to purchase equipment, products or services from Robert Bosch GmbH ("Bosch"), or any of its Affiliates, or any entity in which Bosch has an ownership or management interest (collectively "Bosch Companies"). 'Affiliates' shall mean a parent company (if any) that owns, directly or indirectly, at least fifty percent (50%) of the income, capital or voting equity, and (ii) any other company that is majority-owned, directly or indirectly, by Bosch or its parent company. This grant is not made on condition that the Grantee purchase equipment, products or services from Bosch Companies, nor was Grantee's past use or non-use of equipment, products or services from Bosch Companies a factor in the Foundation's grant decision making process.

#### **I. MODIFICATION, GOVERNING LAW AND CHOICE OF JURISDICTION**

This agreement sets forth the terms of the grant. Any modification of this agreement may only be made in writing as signed by an authorized agent of Grantee and the Foundation. This Agreement will be construed under the laws of the State of Michigan. Grantee agrees and consents that the Circuit Court of Oakland County Michigan will have exclusive jurisdiction to resolve any dispute regarding these Terms of Grant and related addendum(s) unless the Foundation, in its sole and uncontrolled discretion, agrees to alternative dispute resolution or jurisdiction in another court.

#### **J. INDEMNIFICATION**

The Grantee hereby indemnifies and saves the Foundation and its trustees, directors, officers and committee members harmless from and against all liabilities and expenses (including reasonable attorneys' fees) resulting from (a) the engagement, by employment or as an independent contractor, of personnel, including, without limitation, employment taxes and workers compensation and discrimination claims; and (b) any injury to persons or damage to property arising in connection with the pursuit of the grant purposes.

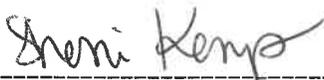
**K. PATRIOT ACT COMPLIANCE**

Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, as amended, and Executive Order No. 13224, as amended. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated National & Blocked Persons List. In addition, Grantee agrees to take reasonable steps to ensure that its board, staff, subgrantees and volunteers have no dealings whatsoever with known terrorists or terrorist organizations.

**IX. ACCEPTANCE OF TERMS AND AUTHORIZATION TO PROCEED**

The undersigned hereby agrees to the terms and conditions set forth in these Terms of Grant.

**Hillcrest High School - Alvord USD**



By: ~~David Ferguson~~ Sherri Kemp, Ed.D.  
Its: ~~Principal~~ Assistant Superintendent,  
Educational Services

April 14, 2021

Date