**Agreement Between**

**Brandywine Conservancy**

**And**

***Subgrantee Name***

WHEREAS Brandywine Conservancy, hereinafter referred to as “Brandywine,” received funds from the Community Conservation Partnerships Program, under the administration of the Pennsylvania Department of Conservation and Natural Resources (PA DCNR), Bureau of Recreation and Conservation (BRC) to support the 2020-2021 Brandywine Creek Greenway Mini Grant Program administered by Brandywine Conservancy.

WHEAREAS *subgrantee name* will XXX applicable project scope details

1. **Terms of Contract**
	1. The contract term shall be from XX to XX 2021.
2. **Financial Commitment**
	1. Amount of grant award, amount and source of matching funds, and total project cost.
3. **Scope of Work**
	1. Details here about the specific scope of work
4. **Financial Information and Invoicing**

The Brandywine Creek Greenway Mini Grant Program is a reimbursement funding program. Costs should be described in the budget and will be paid only to the extent that they are incurred by *grantee name* in performance of the project’s scope of work. *Grantee name* can receive a reimbursement once throughout the grant process for a total of 90% of the grant award and will receive the remaining 10% after a successful final site inspection and satisfactory receipt of all final grant forms by Brandywine Conservancy. The cash match for this project must be documented and received by *grantee name.* All projects, related costs and funding must conform to all DCNR grant Terms and Conditions of the PA DCNR Community Conservation Partnership Program which can be found at: [www.dcnr.state.pa.us/brc/grants/index.aspx](http://www.dcnr.state.pa.us/brc/grants/index.aspx).

1. **Acknowledgement**

*Grantee Name*  agrees that a notice shall be included in all announcements, signs, and published materials relating to the project stating, “This project was funded in part by a grant from the Community Conservation Partnerships Program, Environmental Stewardship Fund under the administration of the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (BRC) in support of the Brandywine Creek Greenway Mini Grant Program administered by Brandywine Conservancy.” This statement must be accompanied by three logos (PA DCNR, Brandywine Creek Greenway, and Brandywine Conservancy) and approved by a staff member of Brandywine Conservancy prior to fabrication and installation.

Brandywine Conservancy expects that *grantee name* will act with all due diligence in selecting contractors to perform the scope of work who are appropriately skilled, insured, and licensed for the work being undertaken.

1. **Final Products and Project Close-Out**

The following documentation and final products are required: completion and submission of both the mid-grant and final progress reports, scheduling and satisfactory completion of a final site inspection, delivery of copies of any materials promised in the project scope, and all financial documentation of spending and deliverables. This will require copies or images of the fronts and backs of all bank checks paid as the cash support as well as the expenditures paid, copies of all invoices, dates actions were completed, hours and salary documentation for any in-kind labor portions. Please note that staff hours spent on grant management cannot be counted towards the total project budget or the in-kind match.

1. **Right of Intellectual Property Copyright; Disclosure Use License to DCNR**

For any copyrightable work created under the Grant Agreement, the Grantee, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant Brandywine Conservancy and PA DCNR, and upon creation of the work, expressly and automatically grants to Brandywine Conservancy and PA DCNR, a perpetual, royalty free, irrevocable license to possess, use, display, reproduce, and distribute the work product and to create, possess, use, display, reproduce, and distribute derivative works. The grant of license to Brandywine Conservancy and PA DCNR is binding on successors and assigns of the Grantee and any employees, subcontractors, and other persons who create the work.

Other Intellectual Property: For property developed under this Grant Agreement that is patentable or that can be subject to trademark or trade secret protection, Brandywine Conservancy and PA DCNR shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by law with respect to registration, ownerships, and agreements to license, assign, or transfer rights.

Proprietary Rights; Rights of Privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon copyright or any proprietary right of any person or entity.

Disclosure and Use Acknowledgement: Brandywine Conservancy and PA DCNR shall have the right to access, possess, and use any information or data produced under the Grant Agreement, and the disclosure, release, distribution, display, and use of any intellectual property produced under the Grant Agreement.

Effectuation and Implementation of Section VII: For intellectual property produced under the Grant Agreement by the Grantee or any employee, subcontractor, or other person, the Grantee is responsible for the implementation and effectuation of this article.

Definition of “Intellectual Property:” This term means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes data and information.

Post-Completion Responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this Grant Agreement continue beyond the grant agreement time period.

1. **Authorizing Signature and Indemnity**

I/we, the undersigned, do hereby release and forever discharge Brandywine Conservancy, Brandywine Conservancy & Museum of Art, and their servants, agents, successors, and assigns from any and all liability of any nature and/or all actions and causes of actions, suit, debits, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands of whatsoever nature in law or in equity arising out of, from, or due to the activities described in the Scope of Work described above.

I/we hereby indemnify, defend, and hold harmless Brandywine Conservancy, Brandywine Conservancy & Museum of Art, their agents, employees, servants, successors, and assigns from any and all claims and losses accruing or resulting to any person, firm, or corporations in connection with the activities described in the Scope of Work.

1. **Non-Discrimination/ Sexual Harassment***Grantee name* also agrees to sign and adhere to the terms and conditions of the NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE Appendix “A,” attached to this document.

In witness whereof, the parties hereto have caused this Agreement to executed by their respective duly authorized officers or representatives this month of X XX, 2020.

ATTEST:

BY: Date

Name and Title (Please print or type)

ATTEST: Brandywine Conservancy

BY: Date

Name and Title (Please print or type)