

EU:OTVOS

**NeighborWorks® America
GRANT AGREEMENT**

Neighborhood Reinvestment Corporation, doing business as NeighborWorks® America ("NeighborWorks® America"), a nonprofit, public corporation chartered by the Congress of the United States, and the **Economic Development University Center at the University at the Puerto Rico at Mayagüez** (herein after referred to as 'EDUC') accept the terms and conditions outlined below, which will govern the disbursement and expenditure of any grant funds provided by NeighborWorks® America to EDUC.

Economic Development University Center University of Puerto Rico at Mayagüez Avenida Las Marías, Edificio B, Oficina 213 Mayagüez, PR 00681-5884	
Expendable Grant Funds Being Provided via this Grant Agreement:	\$5,000.00

These funds will be disbursed in accordance with the terms and conditions outlined below:

I. Eligible Uses of Funds

The expendable grant funds being provided herein shall be used for a course on Financial Sustainability for Nonprofits. The expendable funds provided will be spent within two years of the date of execution of this *Grant Agreement*.

II. Organizational Requirements of the Grant Recipient

EDUC has received recognition of exemption from Federal Income Tax under Section 170 (c)(1) of the Internal Revenue Code and will conduct its activities so as not to jeopardize that status. EDUC will notify NeighborWorks® America immediately if such status changes.

III. Reporting Requirements

EDUC shall submit a report to NeighborWorks® America on the use and accomplishments of these unrestricted expendable grant funds within forty-five (45) days following the full expenditure of the grant funds or the termination of the grant.

IV. Management of Grant Funds

- a. Unrestricted expendable grant funds shall be invested in securities of the United States or deposited in federally insured or, if approved by NeighborWorks® America, state insured institutions, until their disbursement.
- b. If unrestricted grant funds provided under this Agreement are used to pay a consultant the maximum rate allowable for any individual shall not be greater than the daily equivalent of basic pay payable for level IV of the Executive Schedule, unless a lower limit is specified.
- c. Grant recipients remain liable for the accounting and full repayment of all unrestricted expendable grant funds in accordance with the terms and conditions of this *Grant Agreement*.
- d. EDUC agrees to remain fully informed of all laws and regulations that apply to the organization, and will give NeighborWorks® America prompt notice of any action or event that may be cause for suspension or termination of this agreement. Failure to provide such notice constitutes a material breach of this agreement. Notices shall be sent to:

Finance Department
NeighborWorks® America
1325 G Street, NW, Suite 800
Washington, DC 20005

9

405

V. Disbursement of Grant Funds

These grant funds will be disbursed by NeighborWorks® America to EDUC shortly following the execution of this *Grant Agreement*.

VI. Equal Employment Opportunity

EDUC shall not discriminate against any employee or applicant on the basis of race, ethnicity, religion, gender, sexual orientation, age, disability or national origin.

VII. Termination Provisions

Should EDUC fail to comply with any of the terms of this *Grant Agreement* or become defunct, the remaining expendable grant funds shall revert to NeighborWorks® America.

VIII. Entire Agreement

This agreement constitutes the whole agreement between NeighborWorks® America and EDUC and supersedes all prior written or oral agreements involving grant funds. This *Grant Agreement* may be amended or superseded only in writing and executed by the authorized representatives of both parties.

IX. Expiration of Grant Agreement

Failure to return this *Grant Agreement* by August 31, 2007 will invalidate the terms and conditions within.

X. Authorization of Signature

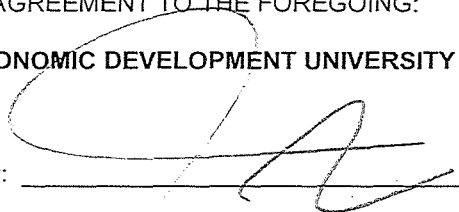
The person signing the agreement hereby certifies that he/she is authorized to execute this agreement on behalf of EDUC.

XI. District of Columbia Law

This *Grant Agreement* shall be construed and interpreted under the laws of the District of Columbia regardless of its place of execution or performance.

IN AGREEMENT TO THE FOREGOING:

ECONOMIC DEVELOPMENT UNIVERSITY CENTER AT THE UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ


By:  _____
Authorized Representative

Date: 1 May 2007

Dr. Jorge I. Vélez Arocho, Chancellor

Name and Title of Authorized Representative (please print)

NEIGHBORHOOD REINVESTMENT CORPORATION, DBA NEIGHBORWORKS® AMERICA

By:  _____
Robert Burns, Director of Field Operations

Date: 04/23/07