



Request for Applications Small Grants 2016-2017

About Susan G. Komen® and Komen Michigan

Susan G. Komen is the world's largest breast cancer organization, funding more breast cancer research than any other nonprofit while providing real-time help to those facing the disease. Komen was founded by Nancy G. Brinker, who promised her sister, Susan G. Komen, that she would end the disease that claimed Suzy's life. Komen Michigan is working to better the lives of those facing breast cancer in the local community. Through events like the Komen Michigan Race for the Cure® series held in Lansing, Kalamazoo, and Grand Rapids, Komen Michigan has invested \$8.4 Million in community breast health programs across 20 Michigan counties and has helped contribute to the more than \$800 million invested globally in research.

Notice of Funding Opportunity and Statement of Need

Komen Michigan is currently offering Small Grants up to \$10,000 to support educational/outreach projects and capacity building projects as described below. Innovative approaches to achieving Community Profile Mission Action Plan objectives are encouraged. For applications seeking funds greater than \$10,000 or seeking to provide screening, diagnostic and/or treatment services, please refer to our Community Grants RFA.

Komen Michigan has identified priorities for funding based on the findings of our community needs assessment. These grant making priorities were selected based on data from the Komen Michigan 2015 Community Profile.

The Community Profile identified three populations of interest: Hispanic/Latinos, African Americans, and Rural residents. Hispanic/Latino face barriers to accessing high quality breast health services including cultural beliefs, language barriers, and concerns about immigration status. African Americans are more likely to be diagnosed with breast cancer at a younger age and with more aggressive forms of the disease. Rural residents often have fewer local resources and may face transportation barriers. All are underserved populations that Komen Michigan is focused on serving.

The findings from the 2015 Komen Michigan Community Profile revealed disparities in breast health outcomes. It is evident through comprehensive health systems analysis, quantitative, and qualitative data that disparities exist based on race, ethnicity, and geographical location which contribute to social determinants of health. Utilizing the information obtained through this study, the Affiliate recognizes that:

1. Hispanics/Latinas may experience difficulty accessing healthcare services due to language, cost, and/or documentation barriers;
2. Black/African-American women are less likely overall to be diagnosed with breast cancer though more likely to be diagnosed with breast cancer at a late stage and more likely to die from the disease;
3. Women in rural areas are less likely to leave their area for services due to lack of reliable transportation or fear of larger cities. Furthermore, women diagnosed with breast cancer who reside in rural areas are more likely to die of breast cancer;
4. Blacks/African-Americans and Hispanics/Latinas report higher levels of medical mistrust which makes them less likely to seek medical care including preventative services;
5. Breast cancer survivors across the Komen Michigan service area lack access to survivor support programs that include wellness and lifestyle interventions, particularly services for rural residents and programs that are linguistically inclusive and culturally competent.

The full 2015 Community Profile can be found on our website at

<http://komenmichigan.org/wp-content/uploads/2012/08/2016-Community-Profile.pdf>

Drawing from the 2015 Community Profile, Komen Michigan has identified the following small grant funding priorities:

1. Pilot or capacity building evidence-based programs with a focus on:
 - Reaching populations with low screening rates, specifically those who are rarely or have never been screened. Programs should have emphasis on the uninsured, newly insured, and medically underserved by developing creative approaches to community-based/lay navigation.
 - Exploring new approaches to reach low income African American, Hispanic/Latina, and rural communities and provide opportunities to creatively meet identified educational or outreach needs.
 - Addressing disparities in mortality by developing innovative approaches to clinical patient navigation/case management programs which provide follow-up and support through diagnosis and treatment.
 - Creating innovative and culturally competent training and/or education for health care providers.
 - Developing evaluation plans or measures to enhance your organization's ability to quantify outcomes.
 - Piloting new programs to meet identified breast health needs from Komen Michigan's Community Profile with the intent to expand the program into a large grant request the following year.
2. Support for local scientific or educational conferences, symposia, and meetings. Preference given to those that enhance the interaction between the healthcare, advocate, survivor, and scientific communities with a focus on engaging populations in-need as described previously.

Important Dates

Small grants are reviewed in June, August, and January. Applications are approved and funded as funding is available. The first deadline for submission is June 1, 2016 by Noon. The second submission deadline is August 1, 2016 by Noon. The final deadline for submission is January 1, 2017 by Noon. Submissions received after the first and second deadlines will be reviewed with the next submission group. Early submission is encouraged.

Eligibility

All past and current Komen-funded grantees who are up-to-date and in compliance with Komen requirements are welcome to apply. New applicants must meet the following eligibility criteria to be considered for funding:

- Organization must have current tax exempt—501(c)(3)—status.
- Applicant must be located or providing services in one or more of the following areas:

West Michigan

- Kent
- Ottawa
- Mecosta
- Montcalm
- Muskegon
- Newaygo

Southwest Michigan

- Allegan
- Branch
- Berrien
- Cass
- Calhoun
- Kalamazoo
- St. Joseph
- Van Buren

Mid-Michigan

- Barry
- Clinton
- Eaton
- Hillsdale
- Ionia
- Ingham
- Shiawassee
- Livingston
- Jackson
- Washtenaw

- Project must be specific to breast health and/or breast cancer but must not provide services such as screening, diagnostics or treatment. If a project includes other health issues along with breast cancer, such as a breast and cervical cancer project, funding may only be requested for the breast cancer portion.
- If the applicant, or any of its key employees, directors, officers or agents is convicted of fraud or a crime involving any other financial or administrative impropriety in the 12 months prior to the submission deadline for the application, the applicant is not eligible to apply for a grant until 12 months after the conviction. After such 12-month period, applicant must demonstrate in its application that appropriate remedial measures have been taken to ensure that any criminal misconduct does not recur.

Allowable Expenses

Funds may be used for the following types of expenses provided they are directly attributable to the program:

- Consultant fees
- Meeting costs
- Supplies
- Reasonable travel costs related to the execution of the program
- Other direct program expenses

Funds may **not** be used for the following purposes:

- Salaries
- Research, defined as any project or program with the primary goal of gathering and analyzing data or information.
 - Specific examples include, but are not limited to, projects or programs designed to:
 - Understand the biology and/or causes of breast cancer
 - Improve existing or develop new screening or diagnostic methods
 - Identify approaches to breast cancer prevention or risk reduction
 - Improve existing or develop new treatments for breast cancer or to overcome treatment resistance, or to understand post-treatment effects
 - Investigate or validate methods
- Development of educational materials or resources
- Education regarding breast self-exams/use of breast models
- Education via mass media (e.g. television, radio, newspapers, billboards)
- Indirect costs
- Capital expenses such as construction or renovation of facilities
- Political campaigns or lobbying
- Fundraising (e.g. endowments, annual campaigns, capital campaigns, employee matching gifts, events)
- Debt Reduction
- General operating funds
- Event sponsorships
- Projects completed before the date of grant approval
- Payment made directly to individuals
- Land acquisition
- Program-related investments/loans
- Scholarships
- Clinical services or patient care costs (e.g. screening, diagnostics or treatment)

Important Granting Policies

Please note these policies before submitting a proposal. These policies are non-negotiable.

- No expenses may be accrued against the grant until the agreement is fully executed.
- Any unspent funds over \$1.00 must be returned to Komen.

- At Komen’s discretion, grant payment will be made in one installment after grant agreement execution or pending receipt and approval of final report.
- Grantee will be required to submit one final report that will include, among other things, an accounting of expenditures and a description of project achievements. Additional reports may be requested.
- **Insurance** will not be required at the time of application, but will be required before grant agreement execution, if awarded. Grantee must agree to maintain and will cause any collaborating organizations to maintain the following insurance during the term of a grant agreement:
 - Commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - Workers’ compensation insurance in the amount required by law of the state(s) in which workers are located and employers liability insurance with limits of not less than \$1,000,000; and
 - Excess/umbrella insurance, in excess of the commercial general liability insurance listed above, with a limit of not less than \$3,000,000.
 - In the event any transportation services are provided in connection with program, \$1,000,000 combined single limit of automobile liability coverage will be required.
 - Grantee will name Komen and Komen National as Additional Insureds on its commercial general liability policy solely with respect to the Project and any additional policies and riders entered into by Grantee in connection with the Project.
 - Grantee will provide Komen with a certificate of insurance evidencing the insurance coverage and naming of Komen and Komen National as Additional Insureds by uploading such certificate in GeMS.

Small Grant Categories

Conference Grants

Purpose: To support other organizations in presenting local scientific or educational conferences, with an emphasis on those that enhance the interaction between the advocate, healthcare and scientific communities. The content must focus on breast cancer or breast cancer must make up a significant part of the conference.

Amount: Typically, \$2,000, but larger breast health conferences may request up to \$5,000.

Recognition requirements: Conference organizers must provide complimentary registration for at least two (2) Affiliate representatives and an Affiliate display area where appropriate. In addition, Susan G. Komen® Michigan must be recognized in all materials.

Pilot/Capacity Building Grants

Purpose: To support the development of well-defined projects or to help build organizational infrastructure by providing funds to refine/improve skills, strategies or organizational systems.

Amount: Up to \$10,000.

Recognition requirements: Susan G. Komen® Michigan must be recognized in all materials.

Outcomes: Increase in program capacity. Increase in participant knowledge, and/or intention to take a breast health action, or some other mission metric.

Educational Materials and Messages

Susan G. Komen is a source of information about breast health and breast cancer for people all over the world. To reduce confusion and reinforce learning, we only fund programs that involve educational messages and materials that are consistent with those promoted by Komen, including promoting the messages of breast self-awareness-know your risk, get screened, know what is normal for you and make healthy lifestyle choices. The consistent and repeated use of the same messages will improve retention and the adoption of the actions we think are important. Please visit the following webpage before completing your application and be sure that your organization can agree to promote these messages:

<http://ww5.komen.org/BreastCancer/BreastSelfAwareness.html>.

Breast Self-Exam

According to studies, teaching breast self-exam (BSE) has not been shown to be effective at reducing mortality from breast cancer and therefore **Komen will not fund education programs that teach or endorse the use of monthly breast self-exams or use breast models**. As an evidence-based organization, engaging in activities that are not supported by scientific evidence pose a threat to Komen's credibility as a reliable source of information on the topic of breast cancer.

Creation and Distribution of Educational Materials and Resources

Komen Affiliate Grantees must use/distribute only Komen-developed or Komen-approved educational resources, including messages, materials, toolkits or online content during their grant period. This is to ensure that all breast cancer messaging associated with the Komen name or brand are safe, accurate, based on evidence and consistent and to avoid expense associated with the duplication of effort to develop educational resources. If applicants/grantees intend to develop educational materials that are otherwise not provided by Komen, they must be approved by the Affiliate and Komen Headquarters prior to development.

Komen grantees are eligible to receive preferred pricing for Komen educational materials. Komen materials should be used and displayed whenever possible. To view our educational materials, visit www.shopkomen.com.

Use of Komen's Breast Cancer Education Toolkits and Other Resources

Susan G. Komen has developed Breast Cancer Education Toolkits for Hispanic/Latina (available in English and Spanish), Black/African American and Chinese (available in English and Chinese) communities. They are designed for educators and are a great resource that organizations can implement in their communities. These tools are available at no cost. To access the Toolkits, please visit <http://komentoolkits.org/>.

Submission Requirements

All proposals must be submitted online through the Grants e-Management System (GeMS): <https://affiliategrants.komen.org>.

Applications must be received on or before June 1, 2016 at noon; August 1, 2016 at noon; January 1, 2017 at noon. No late submissions will be accepted.

Review Process

Each grant application will be reviewed by at least three reviewers. They will consider each of the following selection criteria:

Statement of Need: 30%

Does the program provide services to one or more of the target communities described in the Affiliate's Community Profile?

How closely does the program align with the funding priorities stated in the RFA?

Program Design: 20%

Is the program culturally competent?

Is the program evidence-based?

How likely is it that the objectives and activities will be achieved within the scope of the funded program?

Is the program well planned?

Is the budget appropriate and realistic?

Does the budget justification explain in detail the reasoning and need for the costs associated with the program?

If the proposed program includes collaboration with other organizations, are the roles of the partners appropriate, relevant and clearly defined?

Impact: 20%

Will the program have a substantial positive impact on increasing the percentage of people who enter, stay in, or progress through the continuum of care?

Will the program have a substantial impact on the need described in the funding priority selected?

Is the impact likely to be long-term?

Organization Capacity: 15%

Does the applicant organization, Project Director and his/her team have the expertise to effectively implement all aspects of the program?

Is there evidence of success in delivering services to the target population?

Is the organization fiscally capable of managing the grant program, including having appropriate financial controls in place?
Does the applicant organization have the equipment, resources, tools, space, etc., to implement all aspects of the program?
Does the organization or staff have appropriate licenses, certifications, accreditations, etc. to deliver the proposed services?
Does the organization have a plan to obtain the resources (financial, personnel, partnerships, etc.) needed to sustain the program beyond the grant term (if awarded)?
Are collaborations (if proposed) likely to be sustained beyond the grant term?
Does the applicant organization have long-term support from organizational leadership?

Monitoring and Evaluation: 15%

Is there a documented plan to measure progress against the stated program goal and objectives, and the resulting outputs and outcomes?
Is there sufficient monitoring and evaluation (M&E) expertise for the program?
Are there sufficient resources in place for M&E efforts?

The grant application process is competitive, whether or not an organization has received a grant in the past. Funding in subsequent years is never guaranteed and depends upon the quality of this application, the quality of the applicant pool, and the funds available for distribution.

Applicant Support: Questions should be directed to:

Megan Smith Jovanovic
Mission Director
616.752.8262 x 2016
msmith@komenmichigan.org

Application Instructions

The application will be completed and submitted on GeMS, <https://affiliategrants.komen.org>. For Small Grant Program Information, please visit: <http://komenmichigan.org/grants/small-grants-program/>. For information regarding how to apply, please visit: <http://komenmichigan.org/grants/how-to-apply-for-community-grants/>. For an application instruction manual, please visit the Affiliate's Grants webpage, <http://komenmichigan.org/grants/resources-for-grant-applicants/>, or contact Megan at msmith@komenmichigan.org.

When initiating an application on GeMS, please make sure it is a **Small Grants application, designated "SG"**, and not a Community Grants ("CG") application in order to apply to this RFA.

PROJECT PROFILE

This section collects basic organization and project information, including the title of the project, contact information and partner organizations.

Attachments for the Project Profile page (if applicable):

- Letters of support or memoranda of understanding from proposed collaborators— To describe the nature of the collaboration and the services/expertise/personnel to be provided through the collaboration.

ORGANIZATION SUMMARY (limit – 1,000 characters)

This section collects detailed information regarding your organization's history, mission, staff/volunteers and budget.

PROJECT PRIORITIES AND ABSTRACT (limit – 1,000 characters)

This section collects important information regarding the priorities to be addressed and a summary of the project (abstract). This abstract should include the target communities to be served, the need to be addressed, a description of activities, the expected number of individuals served and the expected change your program will likely bring in your community. The abstract is typically used by the Affiliate in public communications about funded projects.

PROJECT NARRATIVE (limit- 8,000 characters)

This section is the core piece of the application. After reading the project narrative an individual should fully understand the components of your program and what your program intends to complete. The project narrative must contain the following information:

- A description of the program or activity.
- How this grant will further Komen's mission?
- How the program will reach the target audience/community?
- For conferences only- anticipated number of participants, description of target participants, description of conference format including specific topics to be covered and speakers, if known.
- Within your narrative, be sure to address the review criteria.

PROJECT TARGET DEMOGRAPHICS

This section should include information regarding the various groups you intend to target with your program. This does not include every demographic group your program will serve but should be based on the groups on which you plan to focus your program's attention.

PROJECT WORK PLAN

In the Project Work Plan component of the application on GeMS, you will be required to submit the goal and objectives:

- A **Goal** is a high level statement that provides overall context for what the program is trying to achieve.

- **Objectives** are specific statements that describe what the program is trying to achieve to meet the Goal. An objective should be evaluated at the end of the program to establish if it was met or not met.

All applications must include only one program goal and no more than three objectives. Please ensure that all objectives are **SMART** objectives:

Specific
Measurable
Attainable
Realistic
Time-bound

A guide to crafting SMART objectives can be located at the following:
<http://ww5.komen.org/WritingSMARTObjectives.html>.

Write your Project Work Plan with the understanding that each item must be accounted in the final report. **The Project Work Plan should only include a goal and objectives that will be accomplished with funds requested from Komen [Affiliate name].** Objectives that will be funded by other means should not be proposed here, but instead, can be included in your overall project narrative.

Attachments for the Project Work Plan page(s):

- **Evaluation forms, surveys, logic model, etc.** related to demonstrating the effectiveness of your program as defined in your work plan.

Budget

For each line item in the budget, provide a calculation and a brief justification explaining how the funds will be used and why they are necessary to achieve proposed objectives. A description of each budget category follows:

KEY PERSONNEL/SALARIES

This section collects information regarding the personnel that will be needed to complete the project. Although grant funding cannot support salary, any individual playing a key role in the project should be included in this section.

Attachments for the Key Personnel/Salaries page:

- **Information regarding Key Personnel** – For key personnel that are currently employed by the applicant, provide a resume or curriculum vitae. For new or vacant positions, provide job descriptions (*Two page limit per individual*).

CONSULTANTS

This section should be completed if your program requires a consultant to help with a

piece of the program. Consultants are persons or organizations that offer specific expertise not provided by staff and are usually paid by the hour or day.

SUPPLIES

This section should include office supplies, education supplies, and any other type of supplies your organization will need to complete the project.

Note: Komen grant funds may not be used for the development of educational materials or resources. If awarded project funds, grantees must use/distribute only Komen-developed or Komen-approved educational resources. Komen grantees are eligible to receive preferred pricing for Komen educational materials. Komen materials should be used and displayed whenever possible. To view our educational materials, visit

www.shopkomen.com.

TRAVEL

This section should be completed if you are requesting funds for any type of travel including conference travel, registration fees and mileage reimbursement.

OTHER

This section should include any allowable expenses that do not fit the other budget categories. This section should only be used if the item cannot be included on any of the other various budget sections.

The following documents will need to be uploaded into the **Project Budget Summary** page at the time of application:

- **Proof of Tax Exempt Status** – To document your federal tax-exempt status, attach your determination letter from the Internal Revenue Service. Evidence of state or local exemption will not be accepted. Please do not attach your Federal tax return.

**Michigan Affiliate of Susan G. Komen
GRANT AGREEMENT
SMALL GRANTS PROGRAM 2016-2017**

GRANTEE ORGANIZATION: [COUNTERPARTY NAME]

GRANTEE ADDRESS: [COUNTERPARTY ADDRESS]

PROJECT DIRECTOR: [FIRST AND LAST NAME]

EFFECTIVE DATE: [EFFECTIVE DATE] **TERMINATION DATE:** [TERMINATION DATE]

PROJECT TITLE AND PURPOSE: [PROGRAM NAME]

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's grant application and proposed budget, (together, the "Application"), which can be located in the Komen Grants e-Management System ("GeMS") and are made a part hereof for all purposes. To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$ [TOTAL PAYMENT AMOUNT]

PAYMENT TERMS: Komen will pay to Grantee the Grant Funds within forty-five (45) days after Grantee executes this Agreement in GeMS. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to Komen all unspent Grant Funds. See additional terms for use of Grant Funds in Section 1 of the attached Terms and Conditions.

REQUIRED REPORTS (Written reports to be uploaded in the forms located in GeMS) (Select as applicable by clicking the checkbox):

- Final Report due within 45 days of completion of the event or project, no later than May 15, 2017.
- Monthly Status Updates via teleconference on the 1st business day of every month during the term of this Agreement
- Weekly Status Updates via teleconference every Wednesday during the term of this Agreement
- Written Monthly Status Updates due on the 1st business day of every month during the term of this Agreement
- Written Weekly Status Updates due every Wednesday during the term of this Agreement

The above reports will not be treated as confidential, and may be reviewed and evaluated by third parties. Komen will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, Komen may share grant information, including the reports, with donors or with members of the general public.

ACKNOWLEDGMENTS (Select as applicable by clicking the checkbox): Grantee will acknowledge and will cause any subgrantees and contractors involved in the Project ("Collaborating Organizations") to acknowledge Komen's funding in the following ways, using the Komen signature logo when possible:

- in a conspicuous location on all printed and electronic materials created in connection with the Project ("Materials")
- at all workshops, symposia, meetings, and other presentations or events in connection with the Project
- on Project signage commensurate with other sponsors providing similar funding
- on all Project press materials
- in the opening remarks at the Project
- in the closing remarks at the Project
- on Grantee's website
- in Grantee's annual report and other donor listings
- on Grantee's social media accounts

See additional requirements for acknowledgments in Section 3(A) of the attached terms and conditions.

BENEFITS (Select as applicable by clicking the checkbox): Grantee shall provide the following to Komen:

- copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project
- copies of all video-taped/recorded sessions from the Project
- exhibit space in a highly visible and prominent location. Grantee will provide all backup materials and set-up support needed in order to set up and display Komen's exhibit space in an effective and professional manner
- complimentary meeting space for Komen representatives
- the right to include, at Komen's discretion, an advertisement or education materials in the bags given to attendees
- Two (2) of complimentary registrations to Komen representatives and volunteers to attend the Project
- Two (2) tickets to related special programs or events
- the opportunity for a Komen representative to speak or make a presentation at the Project
- the contact information for all travel scholarship recipients
- a summary report of any evaluations received in connection with the Project
- any and all surveys or other items submitted by Komen to Grantee for completion regarding this Grant
- the opportunity for Komen representatives to collaborate with Project planners to develop a Project workshop on a topic of Komen's choice, as agreed to by the planners
- the opportunity for a Komen representative to be a member of a panel discussion at the Project
- the opportunity to select a representative on the planning committee
- opportunities for Komen volunteers
- other

Grantee grants (and shall cause any Collaborating Organizations to grant) to Komen, the Susan G. Komen Breast Cancer Foundation, Inc. ("Komen National") and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify Komen through GeMS at least 30 days in advance of and must receive prior written approval for any proposed changes to the personnel, design, budget, Collaborating Organizations, if any, content or specific aims of the Project. Komen will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of Komen so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item; or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify Komen of (w) any potential or threatened litigation, claim, assessment or audit related to the Project; (x) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (y) any actual inability to fulfill the objectives in the Application; or (z) the occurrence of any event listed in Section 7(B) of the attached Terms and Conditions.

SPECIAL TERMS/OTHER:

Race for the Cure. Grantee shall be present at their local service area's Race for the Cure or Ride for the Cure events either during the term of their project or, if the project occurs after the Race or Ride, in the year following completion of their project. Grantee shall participate in Race for the Cure Race Day by providing educational and service related materials at a booth, which will be provided, at least two hours before the event start time and two hours after the event start time.

Race Participation Promotion. Grantee shall publicize their involvement at Race for the Cure Day via social media and/or newsletters at least once in advance of the event and at least once after the event. Komen Affiliate will share Grantee's program information via its social media and/or newsletters at least once during the grant period.

Komen Info for Participants. If Grant Funds are likely to be used to provide services or education for an individual, Komen Affiliate requests that the individual be notified that Grant Funds provided by Susan G. Komen Michigan were used, and that the individual be provided with information on the Komen Affiliate and/or the Race for the Cure event, which Komen will provide free of cost to Grantee.

Komen You Are The Cure. Grantee will attend a local Komen You Are The Cure event at Komen’s invitation. Grantees are encouraged to invite additional community members to learn more about Komen’s work in the community. At Komen’s request, grantee will make a short presentation about their program and the importance of Komen’s funding.

Site Visits. Grantee shall allow Komen Affiliate reasonable access to visit the site(s) where Grant Funds are used, up to two (2) times per grant cycle. Komen Affiliate shall set up the visit(s) in advance and may bring employees, board members, donors, and/or volunteers.

Materials. Grantee shall make Komen Affiliate materials available in a public place, including educational materials and Race for the Cure information. Any flyers or materials developed for the project should include the Komen Michigan logo and must be submitted to the Affiliate for branding approval at least 48 hours in advance.

Grantee Recognition Event. Grantee shall attend the Komen Affiliate’s Grantee Recognition Event either during the term of their project or, if the project occurs after the Recognition Event, in the year following completion of their project. The event is tentatively scheduled for winter.

Success Stories. Grantee shall provide success stories from individuals served by their program. Grantee shall submit two anonymous success stories. Each story should be approximately one half of a page long. Additionally, Grantee shall submit two stories about individuals impacted by the Breast Cancer Project. Each submission shall include an appropriate HIPAA release, the name and contact information of the individual, and the right to contact the individual directly. Each story should be approximately one page long and should also include photos. All stories shall be submitted via email when the Final Report is due.

This Agreement will be null and void if not executed by both parties within 45 days after the Agreement becomes available for execution through GeMS. By executing this Agreement, Grantee agrees to be bound by the Terms and Conditions attached to this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

Susan G. Komen Michigan (“Komen”)

By: _____
Name/Title: _____

[COUNTERPARTY NAME] (“Grantee”)

By: _____
Name/Title: _____

TERMS AND CONDITIONS

1. **Restrictions on Use of Grant Funds.** (A) Grantee will use the Grant Funds exclusively as provided in the budget in GeMS, except that the Grant Funds may not be used for any indirect costs for the Project. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective Date or subsequent to the Termination Date of this Agreement. (C) Any travel costs, for travel scholarship recipients or otherwise, covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Project, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded). Grant Funds may also be used to offset the Project expenses of meeting registration and abstract submission fees.

2. **Collaborating Organizations.** Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

3. **Acknowledgments; Komen Intellectual Property; Permission to Use Grantee Name and Logo.**

(A) Grantee is authorized to and will acknowledge Komen's funding of the Project in the Materials as set forth in "Acknowledgments" section of this Agreement. In addition, Grantee agrees that it will acknowledge Komen separately from any pharmaceutical support and will not in any way indicate, suggest or imply that Komen is the recipient of such support. The specific language to be used in such acknowledgments, including how Komen's name and logo will be used, will be agreed to in advance between the parties.

(B) Komen is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that Komen or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "Komen Intellectual Property"). Komen Intellectual Property must not be amended or modified in any manner without Komen's prior written consent. Grantee will include the appropriate attributions for any Komen Intellectual Property used in connection with the Project, which must be approved by Komen in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and news media, Komen is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant Komen authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

4. **Representations, Warranties and Covenants.** Grantee represents, warrants, and covenants that:

(A) it is a governmental organization described in Section 170(c)(1) or a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code and will continue to qualify as such throughout the term of this Agreement;

(B) it is a duly incorporated and is validly existing as a corporation in good standing under the laws of the state of its incorporation and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted;

(C) it has the authority to grant the license to the Materials set forth in the "Acknowledgments" section and that no Materials delivered to Komen (nor any element thereof) violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark, or service mark or any common law or other right of any third party;

(D) none of the Grant Funds will be used (i) for lobbying as defined under the Internal Revenue Code, (ii) to directly or indirectly participate in or intervene in any political campaign on behalf of any candidate for public office; or (iii) for any other purpose that is inconsistent with Section 501(c)(3) of the Code; and

(E) none of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under any provision of (i) the formation and governing documents of Grantee; (ii) any contract or permit

to which Grantee is a party; or (iii) any applicable law or any order of any governmental body.

5. **Compliance with Laws.** Grantee will comply with all applicable laws and regulations applicable to any of its activities associated with this Grant, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders. Grantee will cooperate with Komen in supplying additional information to Komen, or in complying with any procedures which might be required by any governmental agency, in order for Komen to establish that it has observed all requirements of law with respect to this Grant.

6. **Right to Audit.** Grantee agrees to and will cause any and all Collaborating Organizations to maintain accurate and complete records of the expenditure of Grant Funds for a period of five (5) years from the earlier of the termination or expiration of this Agreement and agrees that Komen may conduct an audit of such records at any time during usual business hours as reasonably requested in advance by Komen. Grantee will ensure that Komen will have the same audit rights for records of any Collaborating Organization that receives Grant Funds.

7. **Default and Early Termination.**

(A) If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party.

(B) In the event of an early termination due to breach by Grantee under Section 7(A), Grantee immediately will (i) provide Komen with the Final Report due hereunder, which will include all required information available as of the termination date; and (ii) reimburse Komen for the full amount of Grant Funds (including any accrued interest) that have been expended in connection with and subsequent to the breach; and (iii) immediately refund all unspent Grant Funds (including any accrued interest) as of the termination date.

(C) The provisions of this Section 7 will not preclude Komen from seeking any other remedies that may be available under this Agreement and applicable law.

INDEMNITY. AS BETWEEN THE PARTIES, GRANTEE ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES THAT MAY ARISE IN CONNECTION WITH THE PROJECT. TO THE EXTENT NOT PROHIBITED UNDER THE APPLICABLE LAWS THAT GOVERN GRANTEE, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD KOMEN AND KOMEN NATIONAL HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT KOMEN MAY INCUR BY REASON OF GRANTEE'S OR ANY COLLABORATING ORGANIZATION'S NEGLIGENCE OR MISCONDUCT, OMISSION OR BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR BY REASON OF ANY THIRD-PARTY CLAIM OR SUIT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT.

9. **Insurance.** Grantee agrees to maintain and will cause any Collaborating Organizations to maintain the following insurance during the term of this Agreement:

(A) commercial general liability insurance with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which covers liability for bodily injury, property damage, death and advertising injury (including reasonable attorneys' fees);

(B) workers' compensation insurance in the amount required by law of the state(s) in which workers are located and employers liability insurance with limits of not less than \$1,000,000.00; and

(C) to the extent any transportation services are provided, \$1,000,000.00 combined single limit of automobile liability; and

TERMS AND CONDITIONS

((D) excess/umbrella insurance, in excess of the coverage in (A) above, with a limit of not less than \$3,000,000.00. Grantee will name Komen and Komen National as Additional Insureds on its commercial general liability policy solely with respect to the Project and any additional policies and riders entered into by Grantee in connection with the Project. Upon execution of this Agreement, Grantee will provide Komen with a certificate of insurance evidencing this coverage by uploading such certificate in GeMS. All insurance required of Grantee will be primary and non-contributory to any insurance Komen may carry.

10. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute will be submitted to mediation in Grand Rapids, Michigan. Costs of mediation will be borne equally by the parties. Mediation of the dispute must be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that either party believes that immediate injunctive relief is required to protect its intellectual property or there is a violation of law, such party may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

11. **Non-endorsement.** It is expressly agreed and understood by the parties that the Grant does not constitute an endorsement by Komen of any entity, organization, company or individual, nor the products, actions, behavior, or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee or any Collaborating Organization to the contrary, in any context and in any forum, will constitute a material breach of this Agreement, and the same will be grounds for immediate termination of this Agreement by Komen. In the event of any such misrepresentation, Komen may require Grantee or any pertinent Collaborating Organization to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen will be entitled to whatever other remedies are available under applicable law.

12. **Relationship of Parties; No Guarantee of Additional Support.** The nature of this Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created, implied or deemed to be created pursuant to this Agreement. Grantee accepts the Grant Funds with the understanding that Komen is not obligated to provide Grantee or any Collaborating Organization any additional financial support, or other support, in connection with the Grant, the Agreement or the Project or for any other reason.

13. **Entire Agreement; Amendment; Severability; No Waiver.** This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. This Agreement may not be modified, altered, amended or revoked except in writing, duly executed by each of the parties. The provisions of this Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions. Failure of either party to enforce its rights under this Agreement will not constitute a waiver of such rights.

14. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of Michigan, without regard to any conflicts of law principles. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 10 will be filed and heard in state or federal courts of Grand Rapids, Michigan, and the parties consent to the exclusive jurisdiction of such courts.

15. **Assignment.** This Agreement is entered into by Komen in reliance upon the qualifications of Grantee. Grantee may not assign or transfer this Agreement, directly or indirectly, by operation of law, change of control or otherwise, without Komen's prior written consent. This Agreement may be assigned by Komen to Komen National or to any other affiliate of Komen

National without approval of Grantee, provided that all obligations hereunder are assumed by the assignee.

16. **Notices.** Any notice will be in writing and personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Komen:

Jennifer Jurgens

Susan G. Komen Michigan

2922 Fuller Ave NE, Suite 107B

Grand Rapids, MI 49505

If to Grantee: At the address on Page 1 of this Agreement.

17. **Survival.** The provisions of the "Acknowledgments and Benefits" Section of the Agreement and Sections 3, 4, 6, 7, 8, 10, 13, 14, 16 and 17 will forever survive termination of this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.