

**BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA FOUNDATION
GRANT AGREEMENT**

THIS GRANT AGREEMENT (the “Grant Agreement”) is effective as of the date indicated below (the “Effective Date”), by and between the Blue Cross and Blue Shield of North Carolina Foundation, (the “BCBSNC Foundation”), and Grantee (as defined below). This Grant Agreement documents the BCBSNC Foundation’s support of the proposal submitted by Grantee to the BCBSNC Foundation as set forth in Schedule A (the “Project”).

Grantee: City of Durham Parks and Recreation (“Grantee” or “you”)

Project Title: DPR Community Garden Program

Brief Project Description: Expand and improve the DPR Community Garden Program to additional sites with the purchase of equipment and a storage facility at a central location. (the “Project”)

Grant Amount: \$5,000.00 over 11 months (the “Grant”). The Grant is the sole amount that the BCBSNC Foundation is obligated to pay to Grantee and is subject to the conditions set forth below.

Term: 11 months from the Effective Date.

Effective Date: April 7, 2011

Use of the Grant: In consideration of its right to receive the Grant, Grantee agrees to use the Grant in accordance with this Grant Agreement and solely as set forth in the description of the Project (Schedule A). The parties shall establish specific agreed outcomes consistent with and in furtherance of the Grant Agreement and Project as specified in Schedule B (which amended Schedule B shall be signed by both parties evidencing their agreement to it). Grantee shall establish and operate the Project and all of the Project’s activities in compliance with all applicable federal, state, and local laws, rules, and regulations. Grantee shall oversee and be responsible for all activities of the Project, and shall be solely responsible for Grantee’s compliance with all obligations of Grantee listed below.

(initial here)

A. Funding Terms. Funding by the BCBSNC Foundation is guaranteed for one time only. The BCBSNC Foundation has no obligation to provide any other funding or support to the Grantee. Funding is further conditioned upon:

- The execution and return of this Grant Agreement. Please initial each page of the Grant Agreement and sign the final page. Please keep a copy of this executed Grant Agreement for your records. The BCBSNC Foundation will keep the originally executed Grant Agreement for its records.
- Confirmation that the Internal Revenue Service has recognized the Grantee as a tax-exempt governmental unit or as an organization described in Section 501(c)(3) of the Internal Revenue Code and classified as a nonprivate foundation under Section 509(a). Further, Grantee confirms that its determination letter from the Internal Revenue Service remains valid as to its nonprivate foundation status and its status under IRC Section 501(c)(3) and that it has not undergone any material change in its character, purposes, activities, method of operation or sources of support that would be inconsistent with that status. Grantee agrees to notify the BCBSNC Foundation immediately if there is any change in its nonprivate foundation status or its status under IRC Section 501(c)(3).
- Grantee's agreement to use the Grant for charitable, educational, or scientific purposes only.
- Grantee shall establish specific agreed outcomes acceptable to the BCBSNC Foundation consistent with and in furtherance of the Grant Agreement and Project as specified in Schedule B (which amended Schedule B shall be signed by both parties evidencing their agreement to it).
- Grantee's agreement to timely submission of project information and reports, as reasonably requested by the BCBSNC Foundation, certifying compliance with the terms of this Grant Agreement and documenting the use of the Grant and the progress of the Project. All such certification and expenditure reports shall be delivered by Grantee to the BCBSNC Foundation at least once per year, using the templates provided by the BCBSNC Foundation.
- Grantee agrees that it will return to the BCBSNC Foundation any monies contributed by the BCBSNC Foundation that are not used for the purposes set forth in the Grant Agreement.

B. Reporting. All reports required to be submitted by the Grant Agreement shall be sent to:
Jennifer MacDougall (or other approved representative)
Blue Cross and Blue Shield of North Carolina Foundation
PO Box 2291
Durham, NC 27702

Jennifer MacDougall is your primary contact for this grant and may be reached at (919) 765-2128 or e-mail jennifer.macdougall@bcbsncfoundation.org.

(initial here)

C. BCBSNC Foundation Logo and Name Usage. Please be aware that the BCBSNC Foundation must approve all items on which our name and/or logo are included prior to the item(s) production. Please note that approval from the BCBSNC Foundation is not a grant of a license or a sublicense to any Blue Cross and/or Blue Shield trademarks or service marks. If the Grantee does not secure the proper approvals from the BCBSNC Foundation, the Grantee may be held responsible for the unauthorized use of the BCBSNC Foundation logo and name as well as for the reprinting of any unapproved items at the Grantee's expense.

The following standards must be followed when using our name and/or logo:

- When written in text, all words in the name must be completely spelled out and written as follows: Blue Cross and Blue Shield of North Carolina Foundation. If you are producing a long text document (for example, a newspaper article) it may be written as BCBSNC Foundation in secondary mentions.
- The BCBSNC Foundation logo can not be altered without BCBSNC Foundation's prior written approval. Use of the BCBSNC Foundation logo requires the following tagline:

“Blue Cross and Blue Shield of North Carolina (BCBSNC) and Blue Cross and Blue Shield of North Carolina Foundation are independent licensees of the Blue Cross and Blue Shield Association (BCBSA).”

In cases where this or a similar statement is already included in the logo graphics file, it is not necessary to add the tagline.

- In cases where another entity's mark or logo appears with a legend identifying that other entity as the owner of that logo or mark, the legend must also include ownership of marks by either Blue Cross and Blue Shield Association and/or BCBSNC Foundation.

These statements may be placed anywhere on the piece. The type must be at least 6 points in size and must remain legible and relatively independent of other copy or graphics.

- The BCBSNC Foundation logo can only appear in white, black or cyan.
- Electronic files of the logo may be downloaded from the “grantees only” section of our Web site. Please contact Jennifer MacDougall at (919) 765-2128 if you have difficulty accessing the logos or need them in a different format.
- You may fax or e-mail items needing approval to Jennifer MacDougall or approved representative at (919) 765-7288 at least two business days prior to due date.
- Please provide final copies of all items on which the BCBSNC Foundation logo and/or names appear.

(initial here)

SCHEDULE A

[Your grant proposal, currently on file at the Foundation, serves as schedule A to this agreement.]

SCHEDULE B

[Outcomes for this project are to be agreed upon by both parties within two months of the issuance of this agreement and shall be incorporated herein as an update to the grant proposal. The outcomes will establish milestones to determine satisfactory progress with the project at the completion of this grant.]

(initial here)