



*Keepers of the Story ~ Stewards of the Trail<sup>SM</sup>*  
*We preserve, promote and teach the diverse heritage of Lewis and Clark for the benefit of all people*

## **Lewis and Clark Trail Stewardship Endowment Grant Agreement (v14.1)**

***Please sign and return this agreement within 30 days***

### I. PARTIES

1.1 This agreement is made and entered into by and between Lewis and Clark Trail Heritage Foundation (LCTHF) and \_\_\_\_\_, grant recipient (RECIPIENT). In this Agreement, the above entities are jointly referred to as PARTIES.

### II. PURPOSE

2.1 This agreement provides the terms and conditions for the use of the funding being granted to the Recipient to be used only for the project listed in Section III 3.1..

### III. SCOPE OF WORK

3.1 RECIPIENT acknowledges that this Agreement is for the performance of the Scope of Work as defined in the approved grant application, entitled: "\_\_\_\_\_".

3.2 Reporting Requirements.

3.2.1 Interim Report. RECIPIENT will provide an Interim Report on the LCTHF approved form providing update and progress of the funded project by July 1 of the fiscal year in which the grant was awarded; RECIPIENT shall provide photographs of the project for use in LCTHF publications.

3.2.2 Final Report. RECIPIENT will provide a written Final Report at the completion of the Contract Term. Final Reports are due by the end of the fiscal year in which the grant is awarded or by a date negotiated between PARTIES. RECIPIENT shall provide photograph(s) of the completed project for use in LCTHF publications.

### IV. GENERAL TERMS AND CONDITIONS

4.1 Period of Performance. The specific period of performance for the scope of work shall be January 1, 2014 to September 30, 2014 unless a time extension of one year or less is mutually agreed upon in writing between PARTIES.

4.2 Funding. RECIPIENT agrees to use the grant on intended purposes as outlined in the approved grant application.

4.3 Acknowledgement. RECIPIENT agrees to use the approved language when acknowledging the LCTHF grant award: Funded in part by the Lewis and Clark Trail Heritage Foundation from the Lewis and Clark Trail Stewardship Endowment: A National Council of the Lewis and Clark Expedition Bicentennial Legacy Project. The LCTSE Logo has been used in any printed publications produced with this funding.

4.4 Publication. LCTHF reserves the right to publish the results of the grant and reports.

4.5 Termination. This Agreement may be terminated by either party hereto upon written notice delivered to the party at least thirty (30) days prior to the intended date of termination. The RECIPIENT agrees to repay the grant amount awarded in full.

- 4.7 Indemnity. Each party to this Agreement shall be responsible for its own acts and/or omissions during the completion of the project. RECIPIENT shall fully indemnify and hold harmless LCTHF against all claims arising out of RECIPIENT's use, commercialization, or distribution of intellectual property or products that result in whole or part from grant project.
- 4.8 Amendments. This Agreement may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.
- 4.9. Notices. If the project for which this grant has been awarded is substantially changed the RECIPIENT must notify the LCTHF in writing. If the project for which this grant funding has been awarded is cancelled, the RECIPIENT must notify the LCTHF in writing and the funding returned in full by overnight courier, or by registered or certified mail.

**LCTHF:**

Name/Title: Lindy Hatcher, LCTHF Executive Director and Grants Administrator  
 Address: PO Box 3434  
 City/State/Zip: Great Falls, MT 59403  
 Phone: (888) 701-3434  
 Fax: (406) 453-5411  
 E-mail: lindy@lewisandclark.org

**RECIPIENT:**

Organization/EIN: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

- 4.10 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Montana and the venue of any action brought hereunder shall be in the Superior Court of Cascade County.
- 4.11 Compliance with Laws. RECIPIENT understands that LCTHF and RECIPIENT are subject to United States laws and federal regulations.

This Agreement contains the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

Lewis and Clark Trail Heritage Foundation

RECIPIENT

\_\_\_\_\_  
 Name: Lindy Hatcher  
 Title: Executive Director and Grants Administrator  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_