

GRANT AGREEMENT

This Grant Agreement (hereinafter the "Agreement") is made on this 18th day of Nov. 2025 ("Effective Date") by and between ReadyCT, having its principal office at 350 Church Street, 10th Floor, Hartford, CT 06103 (hereinafter "Grantor")

and

City of Bristol - Board of Education [name of organization], having its principal office at 129 Church St., Bristol, CT 06010 [address] (hereinafter "Grantee").

Grantee and Grantor shall be referred to individually as a "Party" or collectively as the "Parties", as the context so requires.

RECITALS

1. Grantor is a 501c3 corporation organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

2. Grantee is a municipality organized and operated exclusively for educational purposes.

3. Grantee has presented Grantor with a proposal seeking funding for a rookie *FIRST* Robotics program (hereinafter the "Program"). Grantee's proposal describing the Program and the requested grant is attached as Schedule A to this Agreement and made a part hereof, and the activities reflected in the Grantee's proposal as reflected on Schedule A serves as the Grantee's scope of work under this Agreement. The PDF of Schedule A has been transmitted to Grantor with this Agreement, and it can also be accessed with this link.

4. The Grantor is desirous of making a grant of \$22,000 to Grantee for funding the Program, including any bona-fide activities associated with the Program or for any activities which are similar to the foregoing activities which Grantor agrees, in writing, to fund in accordance with this Agreement ("Purpose").

5. In light of the above, the Parties are desirous of recording their initial understanding in relation to the Purpose under this Agreement in the manner and on the terms set forth below.

TERMS AND CONDITIONS

1. PAYMENT OF GRANT:

The Grantor agrees to pay Grantee \$22,000 as contribution for the fulfillment of the Purpose ("Grant Amount"). The Grantor anticipates that it will pay the full Grant Amount upon: execution of the contract; satisfactory due diligence (as determined by the Grantor); and written confirmation of Grantee's completion of the *FIRST* Youth Protection Program screening.

1.1 This Agreement shall be effective beginning with the Effective Date and terminate on May 31, 2026.

2. GRANTEE'S OBLIGATIONS AND WARRANTIES:

2.1 Grantee shall use the grant funds only for the purposes of the specific Program described above. Grantee may not make any significant changes in the purposes for which grant funds are spent without the Grantor's prior written approval.

2.2 To enable the Grantor to evaluate the effectiveness of this grant, Grantee shall submit to the Grantor a written report for any annual accounting period of Grantee during which Grantee receives, holds, or spends any of the Grant Amount. The report shall contain: (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made; (2) a financial accounting of Grantee's expenditure of the Grant Amount; (3) copies of any publications resulting from the grant; and (4) a report on Grantee's compliance with the terms of this Agreement. A template for this reporting will be provided to the Grantee. The first report will be due on or before January 15, 2026. The final report, due on or before May 23, 2026, shall outline Grantee's use of all grant funds and charitable activities from the date of the disbursement of this grant until Grantee expended the last of the Grant Amount. Any unexpended funds must be returned to ReadyCT by May 30, 2026.

2.3 If Grantee publishes any statement or press release about this Grant, Grantee will name ReadyCT and the CT Manufacturing Innovation Fund as the organizations providing the resources and support for the Program. Grantee will provide Grantor with copies of any statements five (5) days prior to publication.

2.4 By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) or otherwise a municipal or government entity. This representation and warranty shall not expire until Grantee has expended the entirety of the Grant Amount. Grantee shall give the Grantor immediate written notice of any change in the Internal Revenue Service's recognition of Grantee's tax-exempt or public charity status.

2.5 Grantee shall provide, within a reasonable time, necessary documentation to the Grantor to enable the Grantor to claim appropriate tax reliefs and exemptions under the applicable tax statutes from the tax authorities together with such other documentation Grantor may require as a matter of due diligence connected to this Agreement.

2.6 The Grantor shall provide Grantee with the Grant Amount in accordance with the terms of this Agreement. Save and except for the foregoing, the Grantor shall have no other liability, obligation, responsibility and/or duty towards or in relation to Grantee, the Program, any affiliated persons, and/or the Purpose.

2.7 Grantee expressly represents and warrants that it does not engage in any form of political activity or endorsement or support of any candidate for public office.

2.8 Grantee shall not use any portion of the Grant Amount in a manner inconsistent with IRC Section 501(c)(3), as applicable, including but not limited to: (a) influencing the outcome of any specific election for candidates to public office, (b) inducing or encouraging violations of law or public policy, or (c) causing any private inurement or improper private benefit to occur. Likewise, no part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). Collectively, the above-referenced expenditures restricted by this provision are referred to as "Prohibited Expenditures."

2.9 Grantee represents it will compete in at least one official *FIRST* Robotics event during the 2025-26 *FIRST* AGE season, the details of which will be included in the reporting described above. Grantee will also circulate surveys to teachers, parents and/or students at time points to be designated by Grantor and thereafter share all data collected with Grantor. Data collected will be the sole property of Grantor and its designee.

2.10 Grantee acknowledges that two coaches per team have completed the *FIRST* Youth Protection Program and passed screening prior to receiving funding. In the event of any material staffing changes regarding any team coach at any point during this grant period, Grantee must immediately notify Grantor of the changes together with a proposal to compensate for the changes inclusive of any mandatory training required under this Agreement.

3. INDEMNITY:

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the Grant Amount, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.

4. EXPENSES:

Each Party will bear its own costs and expenses in relation with the grant. Grantee retains full discretion and control over its operations and shall act completely independently of the Grantor

with respect to the selection of any subgrantee or contractor convenient or necessary to carry out the Purpose. The Grantor has not earmarked the Grant Amount, or any portion thereof, to any particular subgrantee or contractor, and there is no agreement, written or oral, by which the Grantor may cause Grantee to choose a particular subgrantee or contractor.

5. RECORDKEEPING AND AUDIT:

Grantee shall treat the Grant Amount as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant Amount. Grantee shall keep copies of all relevant books and records and all reports to the Grantor for at least four years after completion of the use of the Grant Amount.

6. REMEDIES:

Grantee shall immediately repay to the Grantor any portion of the Grant Amount that is spent or committed for any purpose other than the Program. If the Grantor in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the Grant Amount not properly spent or committed to third parties, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law. This Agreement may be enforced by the Grantor by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Grantee acknowledges and agrees that the Grantor shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

7. NO RELATIONSHIP:

It is expressly understood that neither Party has the authority to bind the other to any third person nor otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing and signed by both Parties hereto. Grantee and not Grantor is solely responsible for all activities supported by the Grant Amount, the content of any product created with the Grant Amount, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

8. COMPLIANCE WITH LAWS:

Each Party will comply with all applicable laws, rules and regulations in its performance of this Agreement.

9. NO WAIVER:

The failure of Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

10. ASSIGNMENT:

Neither Party will have the right to assign or otherwise transfer its rights or obligations under this Agreement without receiving the express prior written consent of the other Party, where such consent shall not be unreasonably withheld.

11. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by the laws of the State of Connecticut. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the state courts of Connecticut and to the jurisdiction of the United States District Court for the District of Connecticut.

12. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

13. NOTICE:

13.1 All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the Party entitled or required to receive such notice at the address for such Party as follows:

To Grantor:

Attention: Shannon Marimón, Executive Director

Mailing Address: ReadyCT, 350 Church Street, 10th Floor, Hartford, CT 06103

To Grantee:

Attention: Jodi Bond

Mailing Address: 129 Church St., Bristol, CT 06010

13.2 Either Party may change such address by notice to the other Party.

14. ENTIRE AGREEMENT:

This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the date first written above.

ReadyCT

[SCHOOL/ORG]

By: _____
Shannon Marimón
Executive Director

By: Jodi Bond
Name: Jodi Bond
Title: Director of Finance