



## Grant Agreement

This Grant Agreement (“Agreement”) is made by and between The ARRL Foundation, Inc., a Connecticut 501(c)(3) foundation (“ARRLF” or “ARRL Foundation”), and PART of Westford, organized under the laws of Massachusetts (“Grantee”), effective as of 12/22/2022 (the “Effective Date”).

### Grant Details

Grantee Organization: PART of Westford  
Amount of Grant: \$ 22,000.00  
Grant Start Date: 01/01/2023  
Grand End Date: 12/31/2023

### Recitals

ARRL Foundation is organized and operated for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (“IRC”), and more specifically, to study and contribute to the development of amateur satellite programs and other innovative programs related to the purpose of the American Radio Relay League, Inc.

ARRL Foundation wishes to make a Grant to Grantee, subject to the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

### Agreement

**Grant Amount, Purpose, and Grant Period.** Subject to the terms and conditions stated herein, ARRLF agrees to grant to Grantee \$22,000.00 (the “Grant”). The Grant is being made for the purpose of providing support for the Club Grant Project of Grantee, which is a set of activities as outlined in the proposal received on 11/04/2022 which, along with any amendments, is attached to this Agreement (the “Grant Purpose”). The Grant will be disbursed in one or more installments upon receipt by ARRLF of a signed copy of this Agreement. The Grant is to be expended in full by the Grantee solely in furtherance of the Grant Purpose between 01/01/2023 and 12/31/2023 (the “Grant Period”).

**Use of Grant Funds.** The Grantee shall use the Grant funds only for the Grant Purpose described herein and shall repay to ARRLF any part of the Grant that is used for any purpose other than the Grant Purpose, unless ARRLF provides prior written consent for such alternate use. Any Grant amount not expended for the Grant Purpose during the Grant Period is to be returned to the ARRLF within 30 days of the end of the Grant Period, unless otherwise agreed to by the parties in writing. No expenditures from this Grant can be expended for the private benefit of any individual. The Grantee is solely responsible for all activities supported by the Grant.

**Reporting.** The grantee shall provide ARRLF with a written Interim Report 180 days after the beginning of the Grant Period and a written Final Report within 30 days of the end of the Grant Period. This report shall provide evidence that the Grant was used for the Grant Purpose described herein, shall affirm that none of the Grant has been expended for the private benefit of any individual, affirm that no Grant proceeds have been used for commercial activities, and affirm that [Club Name] remains in full compliance with this Agreement.

**Publicity.** The Grantee acknowledges that ARRLF shall have the right to use the name and logo of the Grantee in relation to this grant and any publicity related thereto. The Grantee agrees to fully cooperate with and assist ARRLF with respect to all publicity, whether print or electronic, that may result from this Grant and the outcomes from the Grant. Grantee shall recognize the support of the ARRL Foundation when identifying its donors and supporters in public forums and when publicizing this, Grant.

**Commercial Activities Prohibited.** This Grant is restricted to charitable, educational, and/or scientific purposes within the meaning of IRC Section 501(c)(3). Grantee acknowledges and agrees that that this Grant shall not be used in any manner to support or benefit a commercial activity, commercial business, or any activity intended to be profit-making.

**Termination.** If ARRLF determines, in its reasonable discretion, that Grantee has failed to comply with or otherwise breached any term or condition of this Agreement or that the Grant Purpose has been jeopardized or that Grantee has used the Grant for the private benefit of any individual, ARRLF may, upon written notice to Grantee, withhold further Grant payments to Grantee and/or terminate the Grant. Upon any termination of the Grant, ARRLF may demand the return of all or part of the Grant funds remaining in Grantee's possession or control and/or the Grant funds spent in violation of this Agreement. In the event of such demand, Grantee shall immediately repay the requested funds to ARRLF. ARRLF shall have no liability to Grantee because of termination of this Agreement in accordance with this Section.

**Notice of Changes.** Grantee will notify ARRLF within 30 days of any change in (i) the name, address, phone number, or email of Grantee and/or Grantee's primary contact person; and (ii) circumstances that may significantly affect the operation of the project or the conducting of the Grant Purpose.

**Relationship of the Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall make no such representation to anyone.

**Notice.** Any notice or other communication pursuant to this Agreement shall be in writing and shall be sent to the following persons as set forth below (or to such other address or contact information as may be designated by a party by giving notice to the other party):

To Grantee

PART of Westford  
Lucas Elliott  
P.O. Box 503  
Westford, MA 01886  
(774) 452-5443  
w1btr@lucas-elliott.com

To ARRL Foundation

ARRL Foundation  
David Minster  
225 Main Street  
Newington, CT 06111  
860-594-0348  
dminster@arrl.org

**Remedies; Injunctive Relief.** Any specific right or remedy provided in this Agreement shall not be exclusive but shall be in addition to all other rights and remedies set forth in this Agreement and permitted under applicable

**Entire Agreement.** This Agreement (including any Exhibits attached hereto which are hereby incorporated by reference) constitutes the entire agreement with respect to the subject matter hereof and shall supersede any prior or contemporaneous oral or written agreements, understandings, or communications between ARRLF and Grantee with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by duly authorized representatives of both ARRLF and the Grantee. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document.

## Signatures

Grantor: American Radio Relay League Foundation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee: PART of Westford

The undersigned certifies that he or she is a duly selected and authorized officer or representative of Grantee and that, as such, is authorized to accept the Grant on behalf of Grantee, to obligate Grantee to observe all of the terms and conditions placed on the Grant, and, in connection with the Grant, to make, execute, and deliver on behalf of Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

PART of Westford

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_