



## GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated October 4, 2021, to which these General Grant Terms, Conditions and Understandings (this "Agreement") are attached and must be fulfilled for funding to be completed. The Season of Justice non-profit is awarding this grant to Fort Bend Sheriff's Department as the "Grantee" contingent upon the following: (1) This grant is intended to support a specific case for a specific period, and (2) any portion of the grant unexpended at the completion of the project or the end of the stated time periods shall be considered the property of Season of Justice.

1. Grantees that are awarded a grant from the Season of Justice (referred to hereafter as "SOJ") will be expected to communicate with the executive director, whose contact information is included in the grant award letter (the "Executive Director"), in a timely manner. All communications related to the grant must be conducted using an official governmental email address or agency letterhead. No communications to or from a personal email account will be accepted. Grantees and vendor contacts may use voice communication (phone, Zoom, etc.) to seek clarification on items during the process.
2. Grantees or other assigned personnel responsible for the grant receiving process, must agree to furnish a contact person from the chosen vendor lab to SOJ for payment information **within 30 days of October 4<sup>th</sup>, 2021**. SOJ will pay the vendor lab directly. Under no circumstances will monies be sent directly to the Grantee or any other governmental entity. The Grantee shall ensure that the lab contact will communicate with the Executive Director throughout the grant process. All communications between the vendor lab and SOJ will be conducted by official company email or letterhead. **No confidential or case sensitive information shall be submitted to nor will be required by SOJ. (Grantee sends email to ED)**
3. Grantee will notify the Executive Director when material/data is sent to the chosen lab vendor for testing/research. **(Grantee sends email to ED)**
4. A representative from the Grantee's chosen vendor lab will notify (official company email or letterhead) the Executive Director that testing has been completed on material/data sent by the Grantee and all results have been given to the Grantee. **At no time does SOJ want nor need confidential lab results.** A general overview of tests/research conducted along with a statement indicating material/data has been sent back to the Grantee (if appropriate) is all that is required from the vendor lab to the Executive Director for this step on the grant process. **(Lab or Grantee sends email to ED)**
5. The Grantee will notify (government email or letterhead) the Executive Director that all information/material/data has been received from the vendor lab, and the results are being reviewed for potential leads in the case. If no new potential leads are found during the review, a

notification (government email or letterhead) will be sent to the Executive Director. Upon such notification, the grant will officially be closed by SOJ. **(Email by Grantee to ED)**

6. If the Grantee changes the status of the case as a result of the testing conducted or in any way related to the grant, the Grantee will notify (government email or letterhead) the Executive Director of any such status changes. If the Grantee releases a status update to the public/media, and the grant helped with the status change, Grantee will ensure that SOJ is acknowledged in the press release for the grant funding. **(Email by Grantee to ED containing media release)**
7. If no update has been given to SOJ within one year of the original grant approval, the grant will be closed, and all monies not used will revert to SOJ. **(Email to Grantee from ED)**
8. SOJ will be responsible for only the amount of the grant award that is used by the vendor lab/researcher. If unused grant monies remain after the testing/research is finished, those monies will remain the property of SOJ. If additional testing/research is needed SOJ will not be responsible for any amount above the original amount stated in the initial grant approval letter attached to this document. None of these terms and conditions prevent a Grantee from submitting a second grant application for additional testing/research for the case.
9. All information sent to SOJ from the Grantee will be considered the property of SOJ and can be used by the Executive Director and Board of Directors of SOJ, in their sole discretion. If any confidential information is sent to SOJ related to a grant proposal by the Grantee, a secondary agreement signed by both parties, to bind SOJ to a confidentiality/non-disclosure agreement must be initiated by the Grantee. SOJ assumes no liability for disclosure of any information provided for in the grant application if the Grantee fails to initiate such confidentiality or non-disclosure agreement.
10. SOJ reserves the right to fund or deny funding at the sole direction of its Board of Directors. The Board of Directors is the only entity that can grant funding for a grant proposal.
11. At the end of the grant cycle, a general communication related to the status of the grant, will be sent to the Executive Director. This can be a brief communication stating the grant monies have been spent and as of date of the communication, the case status has not changed or is or is not expected to change in the near future. **(Email by Grantee to ED)**
12. SOJ reserves the right to disqualify a Grantee from participating in future grants given by SOJ if (1) the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of the grant or any other charitable activities of SOJ; or (3) to comply with the requirements of any law or regulation, applicable to the Grantee, SOJ, or entity or subject matter related to the grant.

13. Under no circumstances shall SOJ be liable to the Grantee, the vendor lab or any other third party for damages to property or injuries to or death of any person, penalties, fines or other monetary or non-monetary claims caused by the acts or omissions of Grantee, the vendor lab or any other party or entity associated with the grant application and funding process.
14. This Agreement may not be assigned or transferred by the Grantee without the prior written approval from SOJ.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement shall not be amended or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and its effectiveness shall commence on the date indicated below.

*Eric Fager*  
Grantee Signature and Title

10/13/2021  
Printed Name and Date

*Steven DuBois*  
Steven DuBois, Executive Director

7-26-2021  
Date Signed

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KP George, County Judge

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Date Signed