

The National World War II Museum Grant Agreement

This Grant Agreement ("Agreement") is made and entered into as of June 13, 2025, by and between The National World War II Museum (NWWIIM), a nonprofit corporation organized and existing under the laws of Louisiana, with its principal office located at 945 Magazine Street, New Orleans LA 17130-3813 and City of Foley, a nonprofit corporation organized and existing under the laws of Alabama, with its principal office located at 407 East Laurel Ave. Foley, AL, 36535.

- 1. Grant Purpose** Grantor agrees to provide a grant to Grantee in the amount of \$9,108 ("Grant Funds") to be used exclusively for the following purpose:

The American WWII Heritage Cities Grant Program administered by The National WWII Museum will provide assistance to government, non-profit, and educational organizations within designated American World War II Heritage Cities to better interpret and preserve their WWII Home Front heritage. See Exhibit A for approved grant purposes.

- 2. Grant Term** The term of this Agreement shall commence on 7/1/25 and shall end on 6/30/26, unless terminated earlier in accordance with the provisions of this Agreement. Applicant projects must be able to meet all requirements under the subgrant within one year.

- 3. Payment of Grant Funds** Upon incurring all eligible costs as outlined in Exhibit A, the Grantee should submit to Grantor a Reimbursement Request as outlined in Exhibit C, including support for all incurred eligible costs. Each Grantee will only submit one Reimbursement Request for the total eligible expenditures incurred, up to the grant award amount. The Reimbursement Request must include documentation that substantiates all eligible costs incurred.

Upon receipt of the completed Reimbursement Request, Grantor will disburse grant funds to Grantee within 5-10 business days as long as sufficient support for incurred eligible costs is provided.

Exceptions to the reimbursement process for grant funds will be considered on a case by case basis.

- 4. Use of Grant Funds** Grantee agrees to use the Grant Funds solely for the purpose described in Section 1 of this Agreement and in accordance with the budget attached hereto as Exhibit B.

- 5. Reporting Requirements** Grantee shall provide Grantor with the following reports:

Performance and financial reports must contain a comparison of actual accomplishments and expenses with the established goals and objectives of the award; a description of reasons why established goals were not met, if appropriate; and any other pertinent information relevant to the project results. Final reports are due on September 1, 2026.

A separate budget worksheet that accounts for monies spent against the categories established in the application budget worksheet must also be included in the performance report.

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify The National WWII Museum in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the National WWII Museum award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify

The National WWII Museum in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

6. Record Keeping and Inspection Grantee shall maintain accurate records of the expenditure of the Grant Funds and shall make such records available for inspection by Grantor upon reasonable request.

7. Return of Unused Funds Any Grant Funds not used for the purpose described in Section 1 of this Agreement shall be returned to Grantor within 90 days after the end of the Reporting Period 9/1/26.

8. Termination Grantor may terminate this Agreement upon 30 days' written notice to Grantee if Grantee fails to comply with any of the terms and conditions of this Agreement. If the federal funding of this grant is terminated by The National Park Service, this Agreement will terminate immediately. Upon termination, all unsubmitted Reimbursement Requests from the Grantee will be ineligible. Previously paid funds to Grantee will not be affected by the termination of this Agreement.

9. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
- **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- **Conflict of Interest Disclosures:** Recipients must disclose any conflict of interest that arises during the life of their award per the grant agreement. Failure to disclose and resolve conflicts of interest in a manner that satisfies The National WWII Museum may result in termination of the award.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

The National World War II Museum

By:

Name: Cathy Green

Title: Executive Vice President and CFO

City of Foley

By:

Name: Ralph Hellmich

Title: Mayor, City of Foley