

## Terms and Conditions

All applicants for and recipients of the SHRM Innovation Grants are subject to the following terms and conditions.

1. Grant Eligibility and Program Criteria. The SHRM Foundation Innovation Grants (“Innovation Grant(s) or Grant”) are awarded to support local program or community service events (“Program”) hosted or co-hosted by SHRM Chapters and State Councils, that focus on the SHRM Foundation inclusion topics in the Award Year. Applicants must apply within one of the two application windows listed on the SHRM Foundation [website](#).

Programs must be held within six (6) months of the award. Programs must also comply with any other criteria as determined by the SHRM Foundation in its sole discretion. All Program Materials must include a statement acknowledging that the Program is made possible by a grant from the SHRM Foundation. SHRM Chapters and State Councils may partner with third-parties, but the SHRM Chapter or State Council must be directly involved in planning and hosting the Program. Further, the SHRM Chapter or State Council must manage all Innovation Grant funds.

SHRM Chapters and State Councils who are designated as a SHRM Foundation Chapter or State Council Champion in the applicable Award Year may apply for an Innovation Grant. The SHRM Chapter or State Council must be in good standing at the time of application, and must remain in good standing for the term of the Innovation Grant. All individuals submitting applications on behalf of the SHRM Chapter and State Council must be a SHRM member in good standing. Employees or board members of SHRM or the SHRM Foundation, and their immediate family members are not eligible to apply.

2. Award and Payment. Innovation Grants will be awarded to recipients [insert timeframe] (“Grant Recipient(s)”) each calendar year (an “Award Year”). Recipients will be eligible for a maximum of \$10,000 dollars, based on up their application. Recipients will be notified of the award within thirty (30) days after the close of the application window. Grant Recipients shall be required to provide at least two progress reports to the SHRM Foundation; the Midterm Progress Report, to be provided prior to the Program, and the Final Progress Report, to be provided within ten (10) days after the conclusion of the Program. Progress Report forms will be provided by the SHRM Foundation.

Innovation Grants will be paid in two equal installments. The first will be paid within four (4) weeks of award of the Innovation Grant. The second will be paid within four (4) weeks after the grant midterm, as determined based upon Recipient’s approved grant timeline, and subject to submission and review of a Midterm Progress Report. Grant Recipient must demonstrate satisfactory progress, as determined by the SHRM Foundation in its sole discretion, in order to receive the second installment.

All monies paid to the Grant Recipient must be managed and administered solely by the Grant Recipient. All Grant monies must be used for the approved Program budget, which is submitted with the Grant application and approved by the SHRM Foundation. Any changes in budget allocation must be requested by Grant Recipient and approved by the SHRM Foundation in writing. Grant monies may not be used to award other grants, scholarships or similar awards.

3. Termination. SHRM Foundation shall have the right to terminate the Innovation Grant in the event: (i) Grant Recipient breaches these terms and conditions, (ii) Program budget changes that are not approved by the SHRM Foundation, (iii) Grant Recipient fails to demonstrate satisfactory progress on the Midterm Progress Report, (iv) Grant Recipient becomes a SHRM Chapter or State Council not in good standing prior to the Program. In the event of termination for any of the foregoing reasons, Grant Recipient will not be eligible for any future SHRM Foundation grant awards.
4. Ownership and License. Grant Recipient shall own all right, title and interest in and to any Program, Program information, and all related marketing and other Program materials (“Program Materials”). Grant Recipient hereby grants to the SHRM Foundation a perpetual, irrevocable license to use, copy, share, publish, perform, create derivative works of, and to sublicense to others such rights in and to such Program Materials, as well as any outcomes of such Program, in any medium, including the SHRM Foundation website, presentations, reports, advertisements or other marketing, and social media.

The Innovation Grant and all Grant applications, forms, or other materials created for the purpose of administering the Grant shall be owned solely by the SHRM Foundation.

5. Trademark Usage. Grant Recipient may use the Innovation Grant logo with the appropriate award year, and the SHRM Foundation logo displayed below on its website, social media and on any Program marketing materials or collateral, solely in connection with the Program or its status as a Grant Recipient. In the event Grant Recipient partners with a third party to administer or host the program, such third party shall not have the right to use the SHRM Foundation Trademarks, and Grant Recipient has no right to license such SHRM Foundation Trademarks to any third party. Grant Recipient may use such SHRM Foundation Trademarks for a period beginning upon award of the Innovation Grant, and for a period of one (1) year after the conclusion of the Program. Thereafter, Grant Recipient shall cease using all SHRM Foundation Trademarks, unless otherwise licensed to Grant Recipient pursuant to a separate licensing or other agreement.

SHRM Foundation is the owner of federally registered trademarks for the “SHRM Foundation,” and the SHRM Foundation logo displayed below, and of several other trademarks (hereafter collectively, the “SHRM Foundation Trademarks.”) Contractor may only use any of the SHRM Foundation Trademarks if it is expressly allowed to do so elsewhere in the Agreement, in which event such use is by license from SHRM Foundation and shall be limited to the use expressly allowed elsewhere in the Agreement, and shall also be subject to the limits of this “Trademark Usage” Section. Any use of the SHRM Foundation Trademarks in any written materials shall comply with SHRM Foundation graphic standards provided to Contractor. Any other uses of the SHRM Foundation Trademarks must be approved in writing by the SHRM Foundation in its sole discretion.



  
**Foundation**  
**INNOVATION**  
**GRANT WINNER**  
**2018 - 2019**

6. Representations and Warranties. Grant Recipient represents and warrants that the Program Materials are not defamatory and do not violate the copyright interests or other intellectual property or other rights of third parties, and that it has the right to convey to license to SHRM Foundation the use of such Program Materials.
7. Indemnification. Grant Recipient shall indemnify SHRM Foundation and its officers and directors (the “Indemnitees”) against losses and claims made by third parties against SHRM Foundation to the extent that such losses or claims are caused in material part by the breach of this Agreement by Grant Recipient or by the negligence, or intentional wrongdoing of Grant Recipient or its agents; provided however that this indemnification shall not apply where such claim or loss is due in material part to the breach of this Agreement by SHRM or to the negligence or intentional wrongdoing of SHRM Foundation or its agents.
8. Attorney Fees. In the event of any dispute concerning the Agreement, the prevailing party shall be entitled to collect from the losing party any reasonable attorneys’ fees incurred by the prevailing party in contesting such dispute.
9. Notice. Any notice delivered hereunder may be given by email or courier delivered to all contacts listed below at the address for the party listed below (or to such substitute address as may have been given to the other party by notice hereunder), with notice being deemed to have been given when tendered at such address:

To SHRM Foundation- SHRM Foundation  
1800 Duke St., Alexandria, VA 22314  
[contracts@shrm.org](mailto:contracts@shrm.org)  
Attn: SHRM General Counsel

To Grant Recipient - [GRANT RECIPIENT NAME]  
[ADDRESS]  
[EMAIL ADDRESS]  
Attn: [CONTACT NAME]

10. Governing Law and Jurisdiction. The Agreement shall be governed by the internal laws of the Commonwealth of Virginia, U.S.A., without regard to choice of law principles. Any disputes concerning the Agreement shall be subject to the exclusive jurisdiction of the federal and state

courts in Virginia; and the parties hereby submit to the exclusive jurisdiction of the state and the federal courts in Virginia over any disputes concerning the Agreement and further agree that they are subject to jurisdiction in Virginia in any such dispute.

11. Entire Agreement. These Terms and Conditions constitute the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior oral or written agreements concerning the subject matter hereof and may only be amended by a written agreement signed by both parties hereto.