

*Revised by Board action October 26, 2023*

**SECTION A. PREAMBLE** —The Nashville Wine Auction, hereafter referred to as NWA, makes grants which support its mission and vision. It is the policy of NWA to fund local, state, and national non-profit organizations which aid in the fight against cancer.

The three areas of grant interest are:

- Research
- Patient Care & Services
- Family & Friend Caregiver Support

Only grant proposals that advance these areas of interest will be considered.

**SECTION B. CONDITIONS OF GRANTS** — Applications for grants awarded by NWA shall be requested in the manner specified by NWA. Any conditions placed on a grant awarded by NWA shall be specified in an award letter signed by an authorized officer of NWA. The following general conditions shall apply in all cases:

1. The award shall be granted in recognition of outstanding current and past accomplishments and services undertaken by the requesting organization.
2. The stated purpose of the award must be to assist, improve and enhance the present and future activities of the recipient organization as it achieves the charitable purposes of NWA and advances the mission and vision thereof.
3. Each award recipient must submit a written report to NWA within one year after receiving the award which adequately describes how the award was used and what progress was made in accomplishing the purposes for which the award was made, including an accounting for the funds received under the award.
4. In the event NWA has reason to believe that the award has not been used to accomplish the purposes for which it was granted, NWA shall take steps to withhold any further award payments to such recipient, to ensure the restoration of funds to the purpose intended, and to receive assurances from the recipient organization that future diversion of funds will not occur.
5. Non-Discrimination policies must apply to all projects or programs funded by the Nashville Wine Auction. Grantee is required to affirm that your organization will not discriminate, in the proposed project or program, against a person or group on the basis of race, religion, ethnicity, national origin, age, sex, gender identity, disability, status as a disabled veteran, political preference, sexual orientation, pregnancy, membership or non-membership in any lawful organization or other basis prohibited by local laws or regulation.

**SECTION C. FUNDING LIMITATIONS** — NWA makes grants to both ongoing programs and finite projects. Funding is expected to be expended or committed within twelve (12) months of receipt or may be required to be returned to NWA. Grant applications are reviewed by the NWA Grant Committee and a subcommittee of medical professionals. Applications then must be approved by the NWA Board.

NWA has broad discretion in the grants that it provides as long as those grants are related to research, patient care & services, and caregiver support. Research projects may be basic, clinical or translational. We consider educational projects including those that focus on increasing clinical trial awareness, outreach, access and/or enrollment. We support services and resources that deliver assistance directly or indirectly to patients and their families.

NWA encourages applications from organizations for projects or programs that seek to reduce the impact of Social Determinants of Health on underserved/vulnerable populations in connection with cancer survivorship. NWA encourages applications for support that focus on providing/expanding the provision of cancer-related services to traditionally underserved populations and organizations that represent traditionally underrepresented providers/provider groups. NWA may give preference to projects from organizations that commit to provide oncology treatment to all patients without regard to ability to pay.

Projects requiring small grants (generally under \$20,000) are typically local in scope and impact, and therefore may not be within the scope of national funding initiatives. Some approved requests may exceed available NWA resources and may have to be adjusted based on available funding. Please clearly describe the impact NWA dollars will have on the course of the project.

**SECTION D. APPLICATION PROCESS** — Organizations wishing to submit unsolicited proposals to NWA should make a written request that includes the following information:

- ▶ Brief statement fully describing the mission of the organization, the amount of money requested, and the purpose of the contribution;
- ▶ Description of the issue or opportunity you wish to address and how these funds can underwrite that issue;
- ▶ Proposed budget with all other anticipated sources of income;
- ▶ Plans to measure and evaluate program results;
- ▶ Name, address and telephone number of the organization contact person.
- ▶ A copy of the organization's Letter of Determination from the Internal Revenue Service.
- ▶ If the requesting organization is an entity that bills payers for services, a statement as to whether the organization provides oncology related services without regard to a patient's ability to pay.

- ▶ If the application is for a project or program that seeks to reduce the impact of Social Determinants of Health on underserved/vulnerable populations in connection with cancer survivorship or provides/expands the provision of cancer-related services to traditionally underserved populations and organizations that represent traditionally underrepresented providers/provider groups, a statement providing details regarding same.
- ▶ A statement that affirms the requesting organization will be able to execute the Grantee Agreement (Appendix A to the Grant Policy) if a grant is awarded by NWA.

If the NWA Grant Committee considers the proposal, the requesting organization may be asked to schedule an interview with the Committee. The deadline of submittal of a grant request will be December 31<sup>st</sup> of the preceding year in which the funds will be granted.

**SECTION E. REVIEW PROCESS** — NWA may receive more well-conceived and worthwhile project proposals than it can fund. Therefore, even after the review process noted above, it may be necessary to forgo opportunities to support high quality projects even though they are well within the NWA's areas of interest.

**SECTION F. BUDGET APPROVAL** — NWA requires that a statement from the requesting organization be signed and dated by a duly appointed agent which indicates the acceptance of full responsibility for expenditure of grant funds. This statement must accompany each proposal submitted to NWA.

**SECTION G. OFFICERS AUTHORIZED TO SIGN AWARD LETTERS** —The officers authorized to sign award letters shall be the NWA President/CEO or Treasurer.

**SECTION H. GRANT REPORTS** —Periodically NWA may call for a report from the requesting organization as to the progress of the grant and its results. The request for such a report shall be in writing from NWA and shall specify a date on which the report is due to the NWA office.

**SECTION I. CHANGE OF ADDRESS** — NWA asks to be notified promptly of any change(s) of address(es) affecting a grant's principal investigator(s). Please contact Theresa Johnson, Nashville Wine Auction Director of Operations, by letter, phone, fax, or email.

**SECTION J. MONITORING OF GRANTS** —The NWA Grant Committee appointed by the Board of Directors of NWA shall be tasked with the ongoing mission of monitoring the use of each grant, the success of the project or program for which a grant was provided, and the performance by each grantee of its obligations under the agreement described below. The NWA Grant Committee shall periodically report its findings to NWA Board of Directors. Each selected grantee will be required to execute an agreement (the "Grantee Agreement") concurrent with the disbursement of the initial installment of any grant, which agreement shall be binding under the laws of the United States and/or the State of Tennessee, whichever is applicable, pursuant to which the grantee will be obligated to:

1. Grantees will make a final report after expenditure of the entire grant to NWA. The report will include a Y-T-D financial statement and a narrative describing the impact of the NWA grant upon the grantee organization.
2. Maintain for inspection by NWA a record of each receipt and expenditure made in connection with the grant (including each original receipt reflecting an expenditure of grant funds) for that period beginning on the date of disbursement of the initial installment of the grant and ending on that date on which the Nashville Wine Auction requests such report.
3. Use the entire grant only for the purpose(s) stated in the grantee's grant proposal.
4. Not use any portion of the grant to carry on propaganda, influence legislation, influence the outcome of an election, or carry on a voter registration drive.
5. Repay any portion of the grant not used for the purpose(s) stated in the grantee's grant proposal. In addition to considering reports and other materials submitted to NWA by a grantee in accordance with the Grantee Agreement, the NWA Grant Committee may independently seek additional information, and conduct interviews and site visits, to ensure compliance with the Grantee Agreement and otherwise carry out its monitoring responsibilities. If the NWA Grant Committee determines that any portion of a grant has been used for a purpose other than the purpose(s) stated in the grantee's grant proposal, (i) NWA will take all reasonable and appropriate steps to recover such wrongfully diverted funds, and (ii) at the discretion of the Board of Directors, NWA will either (a) withhold payment of any future installments of a grant until recovery of such diverted funds and implementation by the grantee of measures designed to preclude future diversions of funds, or (b) even if funds are recovered and appropriate measures implemented, immediately terminate the grant arrangement without any obligation to make further disbursements of the grant.
6. Similarly, if the NWA Grant Committee determines that a Grantee has otherwise violated the Grantee Agreement (by, for example, failing to submit required reports), The NWA will either, in the discretion of the Board of Directors, may (a) withhold any future installments of a grant until the grantee corrects the violation, or (b) even if the violation is corrected, immediately terminate the grant arrangement without any obligation to make further disbursements of the grant.
7. This policy shall be reviewed annually by the NWA Board of Directors.



## Grantee Agreement

This Agreement made by and between \_\_\_\_\_, hereinafter referred to as "Grantee," and Nashville Wine Auction, hereinafter referred to as "Grantor."

### CONFIRMATION OF AWARD

The Grantee has submitted a funding request which the Grantor has determined is consistent with its mission to fund local, state and national non-profit organizations which aid in the fight against cancer. Grantor, therefore, has determined to award the Grantee the sum of \$\_\_\_\_\_ for the purposes outlined herein.

### AGREEMENT

The parties acknowledge the accuracy of the foregoing information and hereby agree as follows:

#### 1. FUNDING AND AWARD PURPOSE

- a. The Grantor will provide the Grantee the funding award for the project described in the attached funding request which becomes a permanent attachment to this Agreement. Grantee agrees to implement their efforts as outlined in the grant request.
- b. The funding award will be provided after submission to the Grantor of a signed copy of the Grantee Agreement and the Grantor's satisfaction that the objectives of the project can be fulfilled

#### 2. EXPENDITURE OF FUNDS

- a. The funding award is made solely for the purposes outlined in the funding request and may not be expended for any other purpose without the Grantor's prior written approval. In no event may the funds be used for any of the following purposes: To attempt to influence legislation or the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive; to make, without the Grantor's written consent, grants to individuals or other organizations; or undertake any activities for other than a charitable, educational, or humanitarian purpose.
- b. Any portion of the funding award not expended or committed for the purposes of the funding request within twelve months after receipt of the funding award will be returned to the Grantor.
- c. In the administration of the project for which the funds are awarded, Grantee will not discriminate against a person or group on the basis of race, religion, ethnicity, national origin, age, sex, gender identity, disability, status as a disabled veteran, political preference, sexual orientation, pregnancy, membership or non-membership in any lawful organization or other basis prohibited by local laws or regulation.

**3. EVALUATION, RECORDS AND REPORTS**

- a. To assist in the evaluation of the project's objectives, the Grantee agrees to cooperate fully with the Grantor to develop and/or comply with a mutually agreeable evaluation plan.
- b. The Grantee agrees to provide the Grantor narrative and financial reports, as requested, on the use of funds. A report(s) requested by the Grantor may require a narrative account of what was accomplished by the expenditure of funds (including a description of progress made towards achieving the goals), a financial statement (related to the use of the funds), and copies of any work product resulting from the funds (including, without limitation, research, findings, databases, manuscripts, and publications). Any financial statement should be attested by the responsible financial officer for the Grantee. The Grantee agrees to adhere to any reasonable report form provided or requested by the Grantor.

**4. REQUIRED NOTIFICATION**

The Grantee will provide the Grantor immediate written notification of:

- a. Its inability to expend the funds for the purposes described in this Grantee Agreement.
- b. Any expenditure from the funds made for any purpose other than those for which the funds were awarded.

**5. PUBLICITY**

- a. The Grantee will allow the Grantor to review the text of any proposed publicity by the Grantee concerning the Grantor and shall not publicly release said text without prior approval of the Grantor, provided this shall not restrict the Grantee's right to distribute work relating to the Project.
- b. Without further notice, NWA has the right, in its sole discretion to include information regarding the funding award, the amount and purpose of the funding award, grantee's name, any photographs, logo or trademark of the Grantee, and other published/printed information or materials (provided by the Grantee) and Grantee's activities, in NWA's periodical public reports, newsletters and news releases.

**6. RIGHT TO MODIFY OR REVOKE**

The Grantor reserves the right to discontinue, modify, or withhold any payments to be made under this Grantee Agreement, or to require a total or partial refund of any remaining funds, if, in the Grantor's sole discretion, such action is necessary:

- a. Because the Grantee has not complied with the terms and conditions of this funding agreement.
- b. To protect the purpose and objectives of the funding award.
- c. To comply with the requirements of any law or regulations.

#### 7. AUTHORITY

The undersigned certifies that he or she is a duly authorized officer of the Grantee and, as such, is authorized to execute this Grantee Agreement on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions contained in this funding agreement, and in connection with this Grantee Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

#### 8. TERM AND TERMINATION

- a. This funding agreement is effective on the date it is executed by both parties.
- b. This funding agreement shall terminate under the following circumstances:
  - i. The insolvency, receivership, bankruptcy filing, or dissolution of the Grantee or Grantor.
  - ii. A breach in this funding agreement by the Grantee, unless such breach is waived in writing by the Grantor or is cured.
  - iii. Upon the Grantor providing written notice to the Grantee.

#### 9. MISCELLANEOUS

- a. This Grantee Agreement and the attached exhibits constitute the entire funding agreement and understanding of the parties with respect to the funding award.
- b. This Grantee Agreement shall be governed by the laws of the State of Tennessee.
- c. This Grantee Agreement may not be assigned by either party, whether by operation of law or otherwise, without the written consent of the other party hereto.
- d. All notices to the parties shall, unless otherwise notified in writing, be sent to the following addresses:



## Grantee Agreement

If to the Grantor: **Nashville Wine Auction**  
**Attn: NWA Grant Committee**  
**2416 21<sup>st</sup> Ave. South, Suite 101**  
**Nashville, Tennessee 37212**

If to the Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e. Nothing contained in this Agreement shall create or be deemed to create a partnership between Nashville Wine Auction and the Grantee.

FOR: Nashville Wine Auction

By: \_\_\_\_\_  
Name, Position

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

Witness: \_\_\_\_\_  
Name, Position

FOR: **GRANTEE**

By: \_\_\_\_\_  
Name, Position

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

Witness: \_\_\_\_\_  
Name, Position