

**SMALL GRANT PROGRAM  
PARTICIPATION AND INDEMNITY AGREEMENT**

**WHEREAS**, the *Awardee Organization Name* (Sponsored) is seeking financial assistance for "*Project Title*" described as (Project); and

**WHEREAS**, the North Dakota Natural Resources Trust (Trust), 1605 E. Capitol Ave., Ste. 101, Bismarck, North Dakota, 58501-2102, wishes to financially assist in the Project.

**NOW, THEREFORE**, based upon the mutual covenants contained herein, the parties agree as follows:

1. The Trust shall contribute to the Sponsor a total of \$*Funding Amount* (*Funding Amt Written Out*) in financial support for the Project for Year 1 funding request only. Payments totaling the above sum will be made pursuant to the following schedule:
  - The Sponsored agrees to provide a status update with each reimbursement submission, outlining Project accomplishments to date.
  - Reimbursement payment requests may be requested monthly. The Trust will make payment for the costs incurred, as outlined in the approved application, up to the total awarded amount above, if the Project meets the terms, conditions, and criteria of the approved grant agreement.
  - Payments are issued at month end. Receipt of the invoice and progress report must be by the 25<sup>th</sup> of the month in which Sponsored is requesting reimbursement. Invoices must include receipts or supportive documentation for each item listed on the invoice.
  - The Sponsored agrees to provide an interim progress report at the end of each funding year. The interim progress report is due December 31<sup>st</sup>, Year, or may be included with a reimbursement request within three months prior to the reporting date.
  - **The Sponsored will provide a final report prior to final payment of the Project.**
2. The Sponsored agrees that the Trust shall not be responsible for, nor have any involvement or liability for the design, implementation, or completion operation, or management of the Project.
3. The parties agree that the Trust is not an agent of the Sponsored nor is it a participant with the Sponsored in the Project except as provided herein.
4. The Sponsored will be responsible for procuring all necessary permits for the Project and it is understood that the Trust shall have no responsibility for any Project permits.
5. The Sponsored shall acknowledge the Trust's financial assistance in the Project through any promotional information or materials it disseminates to explain or promote the Project.

6. The Sponsored agrees to hold harmless, defend and indemnify the Trust from any claims, demands and/or lawsuits that may be made by any person or entity other than the Sponsored action for breach of this contract against the Trust in connection with this agreement. The Sponsored agreement to defend and indemnify the Trust shall include any claims or demands made by such other parties against Trust for payments made pursuant to this agreement. This Indemnity Agreement shall not apply to claims by Sponsored against Trust for payment pursuant to this Agreement.
  
7. If necessary, the Sponsored agrees to retain all rights to control the property and retain all responsibility for the property, including payment of taxes, insurance, and assessments.
  
8. The payments to be made by the Trust to the Sponsored under this agreement may not be assigned by the Sponsored without the express written consent of the Trust.
  
9. The agreement shall be subject to and governed by the laws of the State of North Dakota and this agreement may be amended only in writing and executed by the parties hereto.
  
10. This agreement is the entire agreement between the parties and shall be binding upon the parties, their agents, heirs and assigns.
  
11. If any disputes arise between the Sponsored and Trust which cannot be resolved through informal negotiations, the parties shall then proceed to non-binding mediation or another alternative dispute resolution processes to resolve the dispute and utilize all good-faith efforts to resolve the matter. If the dispute still remains unresolved between the parties and litigation is commenced, the matter shall be filed and held in the State District Court in Burleigh County, North Dakota.
  
12. This agreement shall expire upon the Sponsored receipt of final payment by Trust or December 31, Year, whichever occurs first. Final payment requests must be submitted **prior to** the expiration date. If necessary, a six (6) month extension may be offered to complete the unfinished work and submit payment requests. The extension request must be submitted for review 30 days or more prior to the agreement's expiration. If no extension request is filed and the expiration date passes, the agreement is void and any unreimbursed portion of approved grants will be returned to the Trust. The Trust maintains the right not to make final payments if timeframes are not met.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sponsored

Dated: \_\_\_\_\_

\_\_\_\_\_  
Executive Director  
North Dakota Natural Resources Trust