**GRANT AGREEMENT**

**Fairfax Founders Fund**

THIS GRANT AGREEMENT (“Agreement”) is made as of [ ] (“Effective Date”) by and between the FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia (“EDA”) and [ ], a [ ] (“Grantee”). The BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (“County”) is a third-party beneficiary of this Agreement.

**Recitals**

1. The EDA has been created to, among other things, promote the economic development of Fairfax County, Virginia, and the County may provide funds to the EDA to further its purposes.
2. The County is further empowered to make gifts and donations to the EDA, to secure and promote the economic development of the County, and to promote the resources and advantages of the County.
3. To further these goals, and to address the lack of capital for early-stage businesses in the County, the County and the EDA have established the Fairfax Founders Fund (“FFF”) to provide capital in the form of grants to help local entrepreneurs of all backgrounds start and scale innovative emerging technology businesses.
4. Grantee has applied for an FFF grant, and the EDA has awarded the Grantee with an FFF grant, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties state and agree as follows:

* + - 1. Grantee.
				1. A copy of Grantee’s FFF application is attached to this Agreement as Exhibit A. Grantee represents and warrants that the information contained in its application is true and correct in all material respects.
				2. Grantee’s principal place of business is [ ].
				3. Grantee represents and warrants (i) that its execution and delivery of this Agreement has been duly authorized by all necessary organizational action, (ii) that this Agreement is enforceable against Grantee in accordance with its terms, and (iii) that there is no litigation pending or threatened against Grantee.
			2. Term.
				1. This Agreement has a term (“Term”) beginning on the Effective Date and ending on that date which is 5 years after completion of Grantee’s final Milestone, as defined in Section 3(b) below.
				2. The “Performance Term” shall mean the period of time beginning on the Effective Date and ending on [ ]. The Parties may extend the Performance Term by mutual agreement, neither party being under any obligation to do so.
				3. The “PPB Term” shall mean a period of 2 years, beginning on the Effective Date.
			3. Grant & Milestones.
				1. *Total Grant*. The EDA will provide an FFF grant (“Grant”) to Grantee in the aggregate maximum amount of $[ ], as further described below.
				2. *Permitted Uses of Funds*. Grantee will use the Grant funds to achieve the milestones [listed within Grantee’s application in Exhibit A / set forth on Exhibit B attached hereto] (each, a “Milestone”) and for no other purpose. Grantee may spend Grant funds up to the amount and in the manner set forth [in the budget within Grantee’s application in Exhibit A / on Exhibit B]. Grantee may reallocate amounts between budget line items up to an aggregate of $5,000; Grantee must clearly denote all such reallocations on all subsequent Performance Reports (defined below). Before Grantee may reallocate amounts in excess of an aggregate of $5,000, Grantee must first obtain the prior written approval of the County, not to be unreasonably withheld.
				3. *Timing – Disbursement*. The EDA will disburse 40% of the Grant funds (“Initial Funds”) to Grantee within 45 days of the Effective Date. The EDA will disburse the remainder of the Grant funds to Grantee once the Grantee demonstrates that Grantee has spent the Initial Funds (and an equivalent amount of matching funds) in accordance with Exhibit B, to the reasonable satisfaction of the County.

* + - * 1. *Timing – Performance*. Grantee must complete all of its Milestones within the Performance Term. If Grantee fails to complete all of its Milestones during the Performance Term, then Grantee shall not be entitled to any further Grant funds after the expiration of the Performance Term.
				2. *Reports*. Grantee will provide a report upon each of the following:
1. When it has spent the Initial Funds (and matching funds) in accordance with Exhibit B (as described in Section 3(c) above) (“Preliminary Report”);
2. If Grantee has not spent the Initial Funds (and matching funds) by [ ] (“Status Report”); and
3. By no later than 30 days after the end of Grantee’s Performance Term (“Final Report”; together with the Preliminary Report and, if applicable, the Status Report, the “Performance Reports”).

Grantee will provide each Performance Report in a format to be provided by the County, together with reasonable supporting documentation as may be requested by the County.

* + - * 1. *W9*. Before Grantee may receive any funds under this Agreement, it must first provide a completed W9 to the County.
				2. The EDA’s obligation to disburse grant funds under this Agreement is conditioned upon the EDA receiving funds in an equivalent amount from the County.
			1. Grantee Performance.
				1. Grantee will maintain its principal place of business at identified in Section 1.b above, or elsewhere in Fairfax County, Virginia throughout the PPB Term. If Grantee relocates its principal place of business outside of Fairfax County, Virginia during the PPB Term, Grantee will not be entitled to any further Grant funds not yet paid pursuant to Section 3.b above and will immediately repay to the EDA the prorated portion of all Grant funds already then disbursed pursuant to this Agreement.

For example, if Grantee moves its principal place of business outside Fairfax County 6 months after the Effective Date and $24,000 has been disbursed under this Agreement at that time, then Grantee must immediately repay $18,000 (i.e., 75% of $24,000) to the EDA.

* + - * 1. Grantee will comply with all applicable federal and state laws, and with all County ordinances and requirements.
				2. On each February 1 following the end of the Performance Term, as well as immediately prior to the end of the Term, Grantee will provide such information regarding the preceding year to the County as the County may reasonably request, in a format to be provided by the County, including but not limited to the following:

Grantee revenue;

Number of full- and part-time Grantee employees;

Funding obtained, whether investment, grant, or financing;

Significant contracts entered into;

Intellectual property created by Grantee;

Real property newly acquired, in fee simple or by lease; and

Improvements made to any facilities.

* + - * 1. Grantee will further notify the EDA and the County in writing of any organizational changes – including a change of principal place of business, a closure of business, and a filing for bankruptcy – within five (5) business days of the event.
				2. Grantee will, in all events, maintain records sufficient to track and confirm its expenditure of Grant funds. Grantee will further provide such additional documentation and information as the EDA or the County may reasonably request from time to time, including, without limitation, any such documentation that the EDA or the County determines is reasonably necessary to confirm or validate Grantee’s performance under this Agreement.
				3. The Grantee shall indemnify, keep and save harmless each of the EDA and the County, and their respective agents, officials, employees and volunteers (“Indemnitees”), against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against any of the Indemnitees in consequence of making this Grant or which may otherwise result therefrom, if it is determined that the act was caused through negligence or error, or omission of the Grantee or its employees; and the Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment is rendered against an Indemnitee in any such action, the Grantee shall, at its own expense, satisfy and discharge the same.
			1. Information.
				1. Neither the EDA nor the County will take any ownership interest in any intellectual property that is generated by or otherwise results from the Grant or in any physical property bought or improved with Grant funds.
				2. Grantee acknowledges and agrees that information provided to the EDA and/or the County is not confidential and may be subject to disclosure in accordance with applicable law, including the Virginia Freedom of Information Act. Grantee acknowledges and agrees that the EDA and/or the County may also share information provided by the Grantee with third-party consultants (paid and/or volunteer) to assist with review by the EDA and/or the County of such information.
				3. Grantee agrees that the aggregate liability of the EDA and of the County under this Agreement is limited to the maximum Grant amount set forth in Section 1 above.
			2. Miscellaneous.
				1. The County is a third-party beneficiary of this Agreement and may enforce this Agreement against Grantee.
				2. The terms of this Agreement may be amended or modified only by a written instrument executed by the EDA and the Grantee and consented to by the County.
				3. All notices and other communications shall be in writing and will be deemed duly given (a) if personally delivered, upon delivery (or at such time as delivery is refused by the intended recipient), (b) one (1) business day after the date when deposited with Federal Express or other reputable overnight delivery service, or (c) if delivered via e-mail, upon receipt, addressed respectively as follows:

To Grantee: [ ]

 e-mail: [ ]

To EDA: Fairfax County Economic Development Authority

 8300 Boone Boulevard, Suite 450

 Tysons, VA 22182

 Attention: Anne Rosenblum

 e-mail: arosenblum@fceda.org

 and: Fairfax County Economic Development Authority

 8300 Boone Boulevard, Suite 450

 Tysons, VA 22182

 Attention: Alex Iams

 e-mail: aiams@fceda.org

 and: Fairfax County Economic Development Authority

 8300 Boone Boulevard, Suite 450

 Tysons, VA 22182

 Attention: Donna Hurwitt

 e-mail: dhurwitt@fceda.org

 with a copy to:

 McGuire Woods LLP

 Attention: Michael W. Graff, Jr.

 1750 Tysons Boulevard, Suite 1800

 Tysons, VA 22102

 e-mail: mgraff@mcguirewoods.com

To County: Fairfax County Department of Economic Initiatives

 12015 Lee Jackson Memorial Highway, Suite 510

 Fairfax, VA 22035

 Attention: Eta Nahapetian

 e-mail: eta.nahapetian@fairfaxcounty.gov

 and: Fairfax County Department of Economic Initiatives

 12015 Lee Jackson Memorial Highway, Suite 510

 Fairfax, VA 22035

 Attention: Mariam Conley

 e-mail: mariam.conley@fairfaxcounty.gov

with a copy to:

 Office of the County Attorney

 12000 Government Center Parkway, Suite 549

 Fairfax, VA 22035

 Attention: Ryan Wolf

 e-mail: ryan.wolf@fairfaxcounty.gov

Grantee must notify the EDA and the County of any change of its address in accordance with this provision. Each of the EDA and the County may change their notice addresses in accordance with this provision.

* + - * 1. This Agreement and any dispute, controversy, or proceeding arising out of or relating to this Agreement will be governed by Virginia law, without regard to conflict of laws principles or Virginia or any other jurisdictions that would result in the application of laws of any jurisdiction other than Virginia.
				2. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia, or the U.S. District Court for the Eastern District of Virginia, Alexandria Division.
				3. Neither the EDA nor the Grantee may assign this Agreement.
				4. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

[Signatures appear of the following page.]

IN WITNESS WHEREOF, each of the EDA and the Grantee has signed this Agreement as of the Effective Date.

**EDA:**

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

a political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**GRANTEE:**

[ ],

a [ ]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

EXHIBIT A – GRANTEE APPLICATION

*Please see attached document.*

[EXHIBIT B – BUDGET AND MILESTONES

*Please see attached document.]*