



**AGREEMENT TO CONDITIONS OF A GRANT
MADE BY VIETNAM VETERANS OF AMERICA, INC.
TO
DESIGNATED STATE COUNCILS (PENNSYLVANIA)
(As amended, effective 08/21/2021)**

This agreement sets forth the terms and conditions for the distribution of Household Goods Donation Programs (HGDP) funds from Vietnam Veterans of America, Inc., (“VVA”) to VVA State Councils designated as recipients of those funds, including the undersigned VVA State Council of Pennsylvania.

NOTE: VVA STATE COUNCILS AND CHAPTERS ARE PROHIBITED FROM COMMUNICATING WITH OWNERS OF THRIFT STORES, WHICH ARE THE SOURCE OF HOUSEHOLD GOODS DONATION PROGRAM FUNDS.

Violation of this provision will automatically terminate this agreement. All communication regarding this agreement should be directed to the VVA National Treasurer or to the VVA Finance Executive Assistant.

I. Scope of Grant.

A. *Purpose*

The undersigned VVA State Council recognizes the VVA Household Goods Donation Program as a legitimate means to generate funds to support national, state, and local VVA programs. These funds are available ONLY to those State Councils in states containing thrift stores that participate in the Household Goods Donation Program; the VVA Chapters serving the thrift store locales within each such state are the primary intended beneficiaries of such program funds. The undersigned State Council agrees to receive program funds from VVA and to distribute such funds to its Chapters, according to the terms of this agreement.

B. *Use of funds*

The undersigned State Council agrees to use the funds for veterans’ service programs and community service programs in the areas where the thrift stores conduct their household goods operations. These funds shall be used solely to further the exempt or charitable purposes of the State Council and its designated Chapters. Program funds shall not be used for non-exempt or non-charitable purposes, such as paying for social events, building funds, etc. Examples of activities which further the State Council’s and Chapters’ exempt purposes are:

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| *Meeting expenses | *Local travel to VVA/other veterans programs |
| *Local veterans service representative programs | *Website development ✓ |
| *The publication of newsletters ✓ | *Scholarships ✓ |
| *Local PTSD & substance-abuse programs ✓ | *Local homeless veterans programs ✓ |
| *Veteran-awareness programs ✓ | *Other legitimate local expenses for operating |

C. *Reporting*

The undersigned State Council shall prepare and submit a report, once yearly, showing the use of funds received. This annual financial report must be submitted to the VVA National Treasurer within sixty (60) days of the close of the Fiscal Year (February 28/29). These reports must also include reports of the State Council’s designated Chapters for the same periods.



HGDP reports filed later than ninety (90) days after the end of the Fiscal Year will result in suspension and forfeiture of funds. HGDP reports filed later than 180 days after the Fiscal Year end will result in the cancellation and loss of funding from future HGDPs.

D. *Agreements with Chapter*

The undersigned State Council shall execute a separate agreement, similar in form and content to the sample provided, with each of its designated Chapters receiving funds from the HGDP through VVA. A completed agreement, signed by authorized representatives of the State Council and Chapter, shall be submitted, along with the State Council's completed Agreement, to the VVA National Treasurer or VVA Finance Executive Assistant.

II. Payment of Funds

A. *When a State Council is in existence and is in good standing with VVA*

So long as the undersigned State Council is in legal existence (i.e., its corporate charter has not been voluntarily withdrawn or involuntarily forfeited) and is in good standing with VVA (i.e., the State Council's VVA charter has not been suspended or forfeited due to failure to comply with VVA requirements), the undersigned State Council shall distribute the HGDP funds received from VVA according to the following criteria:

- The undersigned State Council may retain, for its own use, not more than 25% of the total program funds received by the State Council.
- The State Council may retain more than 25% of the total program funds ONLY with the signed and written concurrence of ALL its designated Chapters receiving funds under this program. Such signed and written concurrences must be filed with the VVA National Treasurer by the State Council for distribution of its program funds from the VVA HGDP.
- The undersigned State Council, subject to the withholding of the permitted portion of State Council program funds, shall distribute the remainder of the program funds in equal shares to the State Council's designated Chapters (i.e., those Chapters serving thrift store locales which are participants in the HGDP) within ninety (90) days after receipt of funds by the State Council from VVA.
- The undersigned State Council understands and agrees, if it has no designated Chapter still in existence in the locale of a participating thrift store in its state, then the State Council will determine how best to use those funds to benefit the areas in which the thrift store operations are conducted.

B. *When State Council is not in existence and/or is not in good standing with VVA*

If the undersigned State Council ceases to legally exist (i.e., its corporate charter has been voluntarily withdrawn or involuntarily forfeited, regardless of whether this is temporary or permanent), and/or it is no longer in good standing with VVA (i.e., the State Council's VVA charter has been suspended or forfeited due to failure to comply with VVA requirements), the State Council will no longer be eligible to participate in the HGDP. Such ineligibility shall begin on the date of suspension/forfeiture and shall continue until the State Council's full legal existence and good standing with VVA have been granted.



VVA shall make no further distributions to the undersigned State Council during the period of ineligibility (which may be permanent); instead, the VVA National Treasurer shall be responsible for distributing 100% of program funding directly to the designated Chapters of the undersigned State Council.

III. Term of Agreement

This Grant Agreement shall be effective March 1, through the last day of February of each Fiscal Year that VVA has HGDP purchase contracts with thrift stores within this designated state. This agreement may be terminated by either party with 30 days' notice and with or without cause.

IV. Modifications and Notices

This Agreement is the entire agreement between the parties and supersedes all prior, written or oral, contemporaneous negotiations, representations, or agreements between the parties pertaining to the subject matter of this agreement.

Any changes to this Agreement shall be in writing and shall be signed by both parties, except to the extent expressly stated herein. Any correspondence shall be directed to the following by the most expeditious means; notices shall be sent by certified mail, return receipt requested, to the addresses below.

For VVA:

Vietnam Veterans of America Inc.
Attn: National Treasurer
8719 Colesville Road, Suite 100
Silver Spring, MD 20910

Phone: (301) 585-4000
Email/Fax: (301) 585-5542

For the State Council:

VVA State Council of Pennsylvania
Attn: President
110 Hamilton Court
Baden, PA 15005

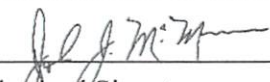
Phone: 724-869-7090
Email/Fax: ljgoogins.pasc@comcast.net

V. Execution

Each individual executing this Agreement represents, warrants, and personally guarantees he/she is authorized to enter into this Agreement on behalf of the entity for whom he/she is signing, and that this Agreement is binding upon such entity for perpetuity or cancellation by either party.

Vietnam Veterans of America, Inc

Name: John J. McManus
Title: Treasurer
Date: 09/09/2021

x 
Authorized Signature

For the State Council Pennsylvania

Name: Larry J. Googins
Title: President
Date: 09/20/2021

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Authorized Signature