**Section 511.60 Grant Agreement**

a) When an Application has received preliminary approval for funding, the Department and the Applicant/Grantee shall prepare a Grant Agreement anytime after the Event has taken place and before the date on which the annual certification including the Event is required to be filed. After the certification process outlined in Section 511.80 has been satisfied, the Grantee and the Department shall execute the Grant Agreement. The Grant Agreement may include one or more Events provided each Event has a pre-event certification/preliminary approval letter. The Grant Agreement shall be executed by the Grantee's authorized representative and the Director of the Department or the Director's designee on behalf of the Department.

b) The Grant Agreement shall contain substantive provisions and, at a minimum, include the following:

1) A recitation of legal authority under which the Grant Agreement is made, the time period for which the Grant is valid and the time period during which the Grant Funds may be expended;

2) An identification of the Project/scope of work to be performed or conducted by the Grantee;

3) An identification of the amount of the Grant Award. Any Grant greater than $25,000 will require the Grantee to file *quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds* [30 ILCS 705/4(b)(2)];

4) *A provision that all funds remaining at the end of the Grant Agreement or at the expiration of the period of time Grant Funds are available for expenditure or obligation by the Grantee shall be returned to the State within 45 days* [30 ILCS 705/4(b)(5)];

5) The conditions by, and manner in which, the Department shall distribute the Grant Funds to the Grantee, which, at all times, are subject to annual appropriation by the General Assembly;

6) A promise by the Grantee not to assign or transfer any of the rights, duties or obligations of the Grantee without the Department's written consent;

7) A provision that any amendments to the Grant Agreement must be made in writing;

8) A covenant that the Grantee has provided space and services valued at least at the amount of the Grant Award and will expend the Grant Funds and any accrued interest only for the purposes of the Project as stated in the Grant Agreement and as approved by the Department;

9) A covenant that the Grantee will not enter into any written or oral agreement or understanding with any party that might be construed as an obligation of the State of Illinois or the Department for the payment of any funds under this Program;

10) A covenant that the Grantee is *required to permit the* Department, *the Auditor General or the Attorney General to inspect and audit any books, records, or papers related to the program, Project, or use for which the Grant Funds were provided* [30 ILCS 705/4(b)(4)];

11) *A provision in which the Grantee certifies under oath that all information in the Grant Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Grant Agreement; and that the award of Grant Funds is conditioned upon such certification* [30 ILCS 705/4(b)(6)]; and

12) Other provisions that the Department deems necessary and appropriate.