

**THE BENACERRAF VISITING ULTRASOUND FELLOWSHIP  
GRANT AGREEMENT**

This Grant Agreement is entered into between the Kenneth Gottesfeld-Charles Hohler Memorial Foundation (“GOHO Foundation” or “Grantor”) and [name of individual] at [mailing address].

RECITALS

**WHEREAS**, Grantor is an organization which has been determined to be exempt under Section 501(c)(3) of the Internal Revenue Code (the “Code”) and which has a purpose of supporting research and education in diagnostic Ob/Gyn Ultrasound.

**WHEREAS**, Grantor has established the Benacerraf Visiting Ultrasound Fellowship (the “Fellowship”) which will offer grants each of which will support up to \$5,000 in partial support of living expenses in connection with participation in a mentored fellowship in diagnostic OB/Gyn ultrasound (the “Mentored Fellowship”), as well as travel expenses not to exceed the cost of an economy round trip to the location of the Mentored Fellowship.

**WHEREAS**, Grantee applied to receive a Fellowship and has been selected by Grantor as a Fellow, subject to the terms of the Agreement.

**NOW THEREFORE**, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** Grantee agrees to use the Grant funds only for living and travel expenses associated with the Fellowship described in the grant acceptance letter, attached as Exhibit A. Grantee further agrees to use the funds only for charitable purposes as described in Section 501(c)(3) of the Code.
2. **DISBURSEMENTS.** The grant will be disbursed promptly upon receipt of written documentation of expenses.
3. **REPORT.** Grantee will provide a written report summarizing his/her/ or their activities in the Mentored Fellowship. Grantee will also be available to present this report at a future meeting of the GOHO Foundation in person or via videoconference.
4. **REQUIREMENTS ON USE OF FUNDS.** Notwithstanding any other provision of this Agreement, Grantee will comply with the following requirements:
  - (a) To repay any portion of the amount granted to Grantor that is not used for the purposes described in this Agreement;
  - (b) To maintain records of receipts and expenditures and to make its records available to Grantor at reasonable times;
  - (c) To submit full and complete report to Grantor as described herein;
  - (d) To provide evidence of professional liability (malpractice) insurance in a form

and from such carrier as deemed satisfactory by Grantor, which covers their activities in the Mentored Fellowship. Such insurance may be from the Grantees' home institution, individual coverage, or coverage provided by the Mentored Fellowship Placement.

(e) Not to use any of the funds:

- (i) To engage in any lobbying activity directed at attempting to influence legislation;
- (ii) To intervene in any election, support or oppose any political party or candidate for public office, or use grant funds to engage in any lobbying activity.
- (iii) To undertake any activity for any purpose other than one specified in Code Section 501(c)(3) and consistent with Grantor's exempt purpose.

5. **ADDITIONAL SUPPORT.** This grant may not cover all of Grantee's expenses in connection with the Mentored Fellowship and Grantor assumes no obligation to provide other or additional support for Grantee. This Grant is not to be construed as establishing a precedent for further support of Grantee.
6. **NATURE OF RELATIONSHIP.** The nature of this relationship is that of Grantor and Grantee. Nothing in this Agreement shall constitute the naming of Grantee as an employee, contractor, agent or legal representative of Grantor for any purpose whatsoever; and this Agreement shall not be deemed to create any relationship of employment, partnership, joint venture, or other agency between the parties hereto, and Grantee shall make no such representation to anyone. Grantee is expected and encouraged to obtain his or her own medical or health insurance coverage, and Grantor does not carry or maintain health, medical, or disability insurance coverage for any participant.
7. **TAXES.** Grant funds that are provided for housing and living expenses are generally taxable income to the recipient. Grantee is advised to consult with a tax advisor regarding the reporting and taxes related to receipt of the Grant. Grantee shall be solely responsible for any taxes that may be imposed on the Grant.
8. **GRANTOR. FAILURE TO PERFORM.** Grantee recognizes and agrees that in the event that any of the terms of this Agreement were not performed in accordance with their specific terms or were otherwise breached, immediate irreparable injury would be caused. It is accordingly agreed that in the event of a failure by Grantee to perform its obligations hereunder, at its sole election, Grantor will be entitled to a return of up to the entire Grant amount. Any failure by Grantee to perform its obligations hereunder may also cause Grantee to lose its eligibility to apply for any further funding from Grantor, whether under the Benacerraf Visiting Fellowship program or any other program.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
8. **PUBLICITY.** Grantor consents to and authorizes in advance the use of his /her/their name, photograph, voice or likeness in connection with publicity for the Fellowship and waives

any rights of privacy with respect thereto.

9. **AGREEMENT/MODIFICATION.** This Agreement constitutes the entire agreement between Grantor and Grantee. This Agreement may be modified only by written agreement of Grantor and Grantee.
  
10. **APPLICABLE LAW.** The Agreement will be construed and governed by the laws of the State of Connecticut.
  
11. **BINDING AGREEMENT.** This Agreement shall be binding and conclusive on the parties and their respective successors in interest and assigns.
  
12. **COUNTERPARTS.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one instrument. Any counterpart that has attached to it separate signature pages, which together contain the signatures of all persons signing this Agreement, shall for all purposes be deemed a fully executed instrument.
  
13. **RELEASE AND INDEMNIFICATION.** In consideration of the opportunity to receive grant funding, Grantee knowingly and voluntarily agrees to release, hold harmless, defend, and indemnify Grantor, of and from any and all manner of liability, claims, actions, causes of action, suits, damages, judgments, executions, claims for economic loss, property damage, personal injury (including injury to one's body, mind or emotions), or wrongful death, and any demands whatsoever, in law, admiralty, or in equity, including but not limited to, any matter, cause or thing that may arise out of participation in the Mentored Fellowship (including, but not limited to, the condition, quality, and / or consequences of any board, lodging living quarters, or travel funded by the Grant.
  
14. If for any reason any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.

**Executed by or on behalf of Grantor and Grantee as follows:**

**GRANTEE**  
\_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**GOHO FOUNDATION**  
**By:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

## **EXHIBIT A**