

First Alaskans  Institute
Community Planning & Development Program
Community Infrastructure
TERMS OF GRANT AGREEMENT
Grant Number: 08-70

This Agreement is between the **First Alaskans Institute** (hereinafter referred to as "*the Institute*"), an Alaskan non-profit corporation, with offices located at 606 E Street, Ste. 200, Anchorage, Alaska 99501 (telephone 907- 677-1700), and the following named organization (hereinafter referred to as "*the Grantee*").

Chilkat Indian Village
PO BOX 210
Haines, AK 99827
Contact: Lani Hotch, Director
Email: klukwan@wytbear.com

EIN: 92-0041889
Telephone: 907-767-5505
Facsimile: 90-767-5518

- I. **Scope of Work and Project Deliverables:** See Attached Proposal
- II. **Project Term:** April 14th 2004 to August 31st, 2004
- III. **Reporting:**
 - A. Interim Report due July 15th, 2004 for period ending June 30th, 2004
 - B. Final Report At the end of the project term the *Grantee* shall submit a final report on the project in the enclosed designated format. This report is due as follows:
 - September 30th, 2004

IV. Project Evaluation:

The *Grantee* shall provide to the *Institute* pertinent project information as requested, to adequately evaluate the success of the project and overall program, including financial audits and other appropriate information.

V. Project Funding:

The *Institute* will provide funding for the amount of \$25,000 for the project named **Klukwan Traditional Knowledge Camp Long House Project**.

The *Grantee* shall be paid as follows:

- \$12,500 Due within ten (10) business days of executing the agreement
- Due within ten (10) business days of receipt of *Request for Funds (Attachment B)* by the *Institute*.

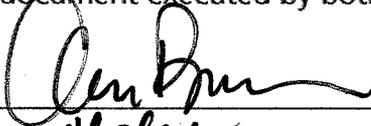


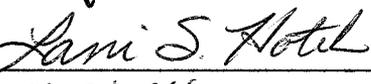
The Grantee shall provide a project match of 57,980 as outlined in the attached project proposal, and with the award amount of 25,000 for a total project cost of \$82,980.

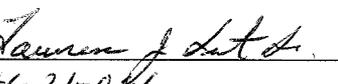
Unexpended Funds

Funds that are not expended or encumbered during the grant period must be returned to the *Institute* unless the *Institute* provides written authorization to extend the award beyond the original end date of the grant.

- VI. The *Grantee* is not an employee of the *Institute*, and accordingly, the *Grantee* shall have sole financial responsibility for any taxes that it may be required to pay for it to conduct business, and neither *Grantee* nor its employees will participate in any of the *Institute's* pension plans, welfare benefit plans or any other fringe benefit plans.
- VII. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska and any legal action arising out of this Agreement shall be commenced only in the federal and state courts located in the State of Alaska.
- VII. This Agreement, including the Attachments, constitutes the entire understanding and agreement between the parties, concerning the subject matter hereof. This Agreement shall not be modified, amended, or supplemented except by a written document executed by both parties.

Signed  Carrie Irwin Brown, Senior Vice President
Dated 4/21/04 First Alaskans Institute

Signed  Lani Hotch, Director
Dated 4-21-04 Chilkat Indian Village

Signed  Lawrence J. Sweet Sr., Acting President
Dated 4-21-04 Chilkat Indian Village

Award Attachment Certification Page

By your acceptance of the Financial Assistance funds provided by the Denali Commission and the First Alaskans Institute, you hereby agree to the same terms and conditions of the Denali Commission award number 0018-DC-1999-E4. In a recent review by an independent audit firm, it was noted that there was not a certification of the terms and conditions by our sub-awardees. It is imperative that we receive your acknowledgement of the following compliance issues, the original signed certification will be maintained in your award file.

By signing below, the sub-awardee agrees to comply with the following:

- Special Award Conditions and Attachments
- Line Item Budget
- 15 CFR part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
www.access.gpo.gov/nara/cfr/waisidx/99/15cfr14_99.html
- OMB circular A-122, Cost Principles for Nonprofit Organizations
www.whitehouse.gov/OMB/circulars/a122/a122.html
- OMB circular A-133, Audits
www.whitehouse.gov/OMB/circulars/a133/a133.html
- EDA Standard Terms and Conditions Capacity Building Programs
http://www.osec.doc.gov/eda/HTML/1e_leg_reg.htm
- Department of Commerce Financial Assistance Standard Terms and Conditions. Dated 10/98 <http://www.osec.doc.gov/oebam/standards.htm>
- Cost Share Contribution in the amount of \$57980, 10% or greater of the award

Community Planning and Development Program

Klukwan Traditional Knowledge Camp Long House Project
Chilkat Indian Village
PO BOX 210
Haines, AK 99827

Lawrence J Sweet Sr
SIGNING OFFICER (PRINTED NAME)

Lawrence J Sweet Sr
SIGNING OFFICER (SIGNATURE)