

Grant Standard Contract Terms and Conditions

Project Summary Here

The project is described in detail in the Grantee's proposal dated _____, any additional information dated _____ (said proposal and any such additional information, collectively, the "Proposal"), and the Grantee's budget dated _____ (the "Budget").

The grant will be paid in a single installment of \$ _____, upon receipt by the Foundation of a properly executed copy of this grant letter.

The Grantee shall carry out the activities financed herein no later than _____, 20____, which is the completion date of the project under this grant letter.

The Foundation makes this grant with the understanding that the project will be conducted, and the grant funds expended, solely for the charitable, scientific, literary or educational purposes set forth in the Proposal and substantially in accordance with the Budget. The Grantee shall, within 90 days after the completion date specified above, repay to the Foundation any portion of the amount granted which it does not use for such purposes. Without the prior approval of the Foundation, the Grantee shall make no expenditures of the grant funds except in accordance with the Budget. The expenditure of grant funds for transportation may not exceed economy-class fare.

Restrictions

The Grantee shall not use any portion of the grant funds:

1. To carry on propaganda, or otherwise attempt, to influence legislation, or to engage in direct or grass roots lobbying within the meaning of §501(c)(3) or §4911 of the Internal Revenue Code;
2. To participate or intervene (including the publishing or distributing of statements) in any political campaign on behalf of or in opposition to any candidate for public office; to influence the outcome of any specific public election; or to carry on, directly or indirectly, any voter registration drive;
3. To undertake any activity for any purpose that is not exclusively charitable, scientific, literary, or educational within the meaning of §501(c)(3) of the Internal Revenue Code; or

4. To make any grant, payment or distribution to any other organization or to any individual, except to pay reasonable compensation for services rendered to the Grantee.

Grantee confirms that the Internal Revenue Service has not revoked or altered its recognition of Grantee as a tax-exempt organization which is not a private foundation, and agrees that it will promptly notify the Foundation of any changes that occur in its tax-exempt status.

Recordkeeping

The Grantee shall keep a record of all disbursements of the grant funds and shall retain all vouchers, bills, invoices, canceled checks, and receipts relating to the disbursement of the grant funds for a period of at least seven years after completion of the use of the grant funds, as evidence of expenditures made. The Grantee shall make its books and records regarding the use of the grant funds available to the Foundation upon request at reasonable times.

Reporting

The Grantee shall submit a final report to the Foundation within 90 days after the completion date. The final report shall contain a project expenditure report following the same format as the Budget, indicating the manner in which the grant funds have been spent. When the Foundation's grant represents a portion of the total spent for the project, the reported expenditures should be those directly attributable to the funds received from the Foundation. The final report shall also include a narrative account indicating the purposes for which the grant was made, changes or deviations from the Proposal (if any), a summary of the activities completed, data indicating the degree to which the project's goals have been achieved, additional developments or benefits which occurred as a result of the project, and plans (if any) for continuation of the project.

If the project completion date is to be after the close of the Grantee's fiscal year in which the grant is made, the Grantee shall submit to the Foundation a project interim report no later than 90 days following the close of that fiscal year, and no later than 90 days following the close of each of the Grantee's subsequent fiscal years prior to the submission to the Foundation of the Grantee's final report. Each such interim report shall list in detail all grant expenditures during the Grantee's preceding fiscal year, indicating the manner in which the grant funds were spent during the year, and shall describe specifically the progress made during such period in accomplishing the purposes for which the grant was made. When the Foundation's grant represents a portion of the total spent for the project, the reported expenditures should be those directly attributable to the funds received from the Foundation.

The Foundation may withhold any payments of this grant, and the Grantee shall repay to the Foundation the amount of any grant funds paid to it, if the Foundation informs the Grantee that the Grantee has used the funds other than for the purposes for which granted, or has otherwise violated any of the provisions of this grant agreement.

Publicity

The Foundation may release information regarding this grant to the public, press, and other news media. The Grantee is authorized to issue its own press announcements regarding the grant, provided that any public announcements shall state that the project is financially supported by the Foundation.

The Grantee shall furnish the Foundation with copies of all news releases and any other published materials which may be developed in connection with this grant. The Grantee shall comply on a timely basis with all Foundation requests for information about grant activities and related events.

The Foundation welcomes and wishes to enhance the opportunities to celebrate and communicate about the mission of the Grantee, the purposes of the Foundation's funding of the grant, and the Grantee's activities and accomplishments that are aided by the Foundation's funding. Consequently, the Foundation may include on its website, available without limitation on the Internet, and may publish in other ways, photographs, videotapes, audio recordings, written statements, or other images or materials provided by the Grantee to the Foundation at any time, and that the Foundation, in its discretion, chooses to so include or so publish or both.

Ownership of Grant Work Product; License

All right, title and interest in and to any tangible or intangible property created by or on behalf of Grantee with Grant funds, including all works of authorship and copyrights (individually and collectively "Grant Work Product") will belong to Grantee, unless the parties otherwise agree in writing, signed by both parties. Grantee grants the Foundation a perpetual, irrevocable, worldwide, transferable, sub licensable, and royalty-free license to publish, reproduce, distribute, publicly display, perform, commercially exploit, create derivative works and otherwise use the Grant Work Product, in whole or in part, in all formats now known or developed in the future. Grantee acknowledges and agrees that copyright ownership in and to any derivative works created by the Foundation shall vest in, and otherwise be owned by the Foundation.

Consent, license, waiver, and release

The photographs, videotapes, audio recordings, written statements, or other images or materials referred to in this grant agreement, that the Grantee provides to the Foundation at any time, and that the Foundation, in its discretion, chooses to include on its website, available without limitation on the Internet, and possibly to publish in other ways, as identified below, are referred to individually and collectively as “Materials.” If and to the extent the Grantee provides Materials to the Foundation that include an image, likeness, voice, name, and/or any professional and/or personal biographical information of any individual, corporation, or other entity, the term “Materials” as used in this Consent will include any such image, likeness, voice, name, and information.

The Grantee agrees that the Foundation and its licensees and assigns, if any, have the right and license (but not the obligation) to: (a) include on the Foundation’s website any or all Materials provided by the Grantee to the Foundation (“Grantee Materials”); (b) otherwise publish, display, or exhibit any or all Grantee Materials; and (c) transmit, broadcast, reproduce, record, photograph, digitize, modify, edit, adapt, create derivative works from, license, otherwise use, and permit others to use Grantee Materials; each such right being perpetual throughout the world and including use of any medium or format in existence as of the date of this agreement or invented in the future; and the exercise of each such right being permitted for any lawful purpose, including but not limited to, public relations, publicity, and promotion of the Foundation and its mission, and all without further consent from the Grantee or payment of any royalty or other compensation to the Grantee. For shorthand, the rights described in the preceding sentence are referred to below as the “Permitted Usage.”

The Grantee represents and warrants that it alone has the right, and no individual or other corporation or other entity has any right, to limit, object to, or otherwise interfere with the Permitted Usage. Among other things, this means that either the Permitted Usage at no time required the consent of anyone other than the Grantee, or the Grantee received, either before signing this agreement or before providing Grantee Materials to the Foundation, a signed written agreement with such required consent from anyone other than the Grantee.

To the fullest extent permitted by applicable law, the Grantee irrevocably: (a) waives any and all legal and equitable rights, demands, causes of action, and claims, in any jurisdiction throughout the world, arising from the Grant Work Product or any Permitted Usage, including but not limited to, any claims of infringement of copyright, trademark, or moral rights, and any claims of violation of rights of privacy or of publicity; (b) agrees not to assert against the Foundation, its licensees and assigns, if any, or its and their officers, directors, employees, agents, or other

representatives, any such rights, demands, causes of action, or claims; and (c) forever releases and discharges the Foundation, any such licensees and assigns, and such officers, directors, employees, agents, and other representatives from any and all such rights, demands, causes of action, and claims.

To the fullest extent permitted by applicable law, the Grantee agrees to indemnify and hold harmless the Foundation, its licensees and assigns, if any, and its and their officers, directors, employees, agents, and other representatives, from (a) any and all demands, causes of action, and claims referred to in the preceding paragraph, if asserted by any third party; and (b) all costs and expenses, including legal fees, incurred in connection with, or to investigate and/or respond to, any such demands, causes of action, or claims.

Miscellaneous provisions

This grant agreement is binding on the Grantee; inures to the benefit of the Foundation, its licensees and assigns, if any; and supersedes any prior understandings or agreements with the Foundation, either written or oral, with respect to the subject matter of this grant letter and the Consent; (b) if any provision of this grant agreement is determined by a court of competent jurisdiction to be unenforceable, such provision will be interpreted in a manner that comes closest to carrying out the intent of this grant letter and the remainder of the agreement will remain in full force and effect; (c) this grant agreement is to be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction); (d) any claim or cause of action concerning or arising under this grant agreement will be brought only in, and will be subject to the exclusive jurisdiction of, the federal and local courts located in the District of Columbia ; (e) this grant letter may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument; and (f) counterparts of this grant letter that are manually signed and delivered by scanned or facsimile transmission will be deemed to constitute signed original counterparts and will be binding for all purposes.

To indicate acceptance by the Grantee of the terms and conditions of this grant agreement, please countersign in the space provided below and return this grant agreement to me. The grant will take effect as of the date of the last signature hereto. An extra copy of this grant agreement is enclosed for your records.

On behalf of the Foundation, I extend every good wish for the success of the project.

Sincerely,

President

The undersigned agrees to the terms and conditions set forth above.

[GRANTEE ORGANIZATION]

By: _____

[GRANTEE CONTACT]

Date: _____