

Terms and Conditions of the Grant Agreement



1. ACCEPTANCE OF GRANT

The grant award from the Neighborhood SUCCESS is subject to the Grantee's agreement of the terms and conditions.

2. NONDISCRIMINATION

The Grantee agrees that it will not unlawfully discriminate in employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, religion, gender, national origin, age, medical condition, handicap, veteran status, marital status, or sexual orientation.

3. RELEASE OF GRANT FUNDS

The funds provided may be spent only for the explicit purpose(s) of your funding request and budget as approved. The project identified in your grant request may be modified only with prior written approval from the Neighborhood SUCCESS Program Officer. Funds will be disbursed to the Grantee, or as appropriate, its Fiscal Agent after attendance at the Grantee Orientation and upon receipt of this signed document, the Fiscal Agent Protocol and, if applicable, a revised Neighborhood SUCCESS Budget Form.

Your grant period is:

- July 1, 201____ to June 30, 201____
- December 1, 201____ to November 30, 201____

4. PUBLIC ACKNOWLEDGMENT

The Grantee agrees to credit the Neighborhood SUCCESS in any press releases, presentations, media coverage, or announcements resulting from the use of the grant funds. When doing so, the Grantee will clearly state that Neighborhood SUCCESS is a program of The Raymond John Wean Foundation. The Grantee agrees to notify program staff of any upcoming publicity or media coverage related to the grant.

The Grantee also agrees to cooperate with Neighborhood SUCCESS efforts to highlight the programs it funds in The Raymond John Wean Foundation's publications, publicity materials and The Foundation website. This may include: setting up interviews or photo sessions with the grantee organization's staff, board, or clients; providing Neighborhood SUCCESS with available photographs, slides, or graphics, with signed releases where required; or providing access to background material related to the funded project.

5. EXPENDITURES OF GRANT FUNDS

No funds provided by Neighborhood SUCCESS may be used by the Grantee to participate in or intervene in any political campaign or to support any attempt to influence legislation through (i) an attempt to affect the opinions of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any government official or employee who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study or research. No portion of the grant funds shall be used for purposes not clearly identified as charitable under the law. Funds received may be spent as necessary to carry out the purposes and activities for the approved program only unless otherwise authorized beforehand in writing by the Program Officer. The Grantee is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. All Neighborhood SUCCESS funds received by your organization must be maintained in a designated and segregated account or line item or its equivalent. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separated bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. Neighborhood SUCCESS staff may examine a Grantee's and, if applicable, the Fiscal Agent's financial record keeping and accounting procedures at any time.

6. REVERSION OF GRANT FUNDS

The Grantee or Fiscal Agent, if applicable, will at the end of the project return unexpended funds to The Raymond John Wean Foundation. The Foundation reserves the right at any time to terminate this grant if in its sole discretion, it shall determine that any of the following apply:

- (a) The Grantee elects to terminate the grant
- (b) The Grantee loses its exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code
- (c) Bankruptcy or insolvency of the Grantee.
- (d) The Grantee has made any misrepresentations, has in any way misappropriated grant funds, or has done anything inconsistent with the grant purpose including, but not limited to, any special conditions of the grant.

7. EQUIPMENT PURCHASED WITH GRANT FUNDS

Equipment purchased with grant funds shall be the property of the Grantee so long as it is not diverted from the purposes for which the grant was made. If the purpose or use is changed or the Grantee ceases to exist the property reverts to The Raymond John Wean Foundation.

8. EVALUATION – REPORTS TO NEIGHBORHOOD SUCCESS

The Grantee is responsible for reporting any changes in the project within the grant period as described in the application. This includes changes in purpose, staff, funding from other sources, relationships with other agencies, etc. At the end of the grant period, Neighborhood SUCCESS will provide the Grantee with an evaluation form project narrative and project budget to complete. The Grantee agrees to complete these forms showing in detail how Neighborhood SUCCESS funds have been expended. Such reports shall supply sufficient information as necessary for The Foundation to determine that the grant has been used for the purposes intended and for the program to fulfill its own reporting responsibilities. Failure to submit forms as requested may adversely affect future grant requests. Grantees may also be asked to participate in in-depth evaluations (Site Visits, Observation and Group Learning Conversations). A Grantee agrees to cooperate with all requests.

8. LIMIT OF COMMITMENT

This award is made with the understanding that The Raymond John Wean Foundation has no obligation to provide other or additional support for this project; nor does this award represent any commitment to, or expectation of, future support from The Foundation for this or any other project of the Grantee. If this agreement correctly describes your understanding of the terms and conditions of this grant, please indicate your organization’s agreement to such terms by signing below.

If the Grantee is not a 501(c)(3) organization and has a Fiscal Agent, or has a Fiscal Agent for any other purpose, the Fiscal Agent shall be bound by the terms of this agreement as applicable.

Acknowledged and Accepted on Behalf of:

Name of Grantee Organization

Name of Fiscal Agent Organization

Project Name (please print)

Name of Fiscal Agent Representative (please print)

Name of Grantee Representative (please print)

Title of Fiscal Agent Representative

Signature of Grantee Representative

Signature of Fiscal Agent Representative

Date

Date