



GRANT TERMS AND CONDITIONS

The HDR Foundation ("The Foundation") is awarding this grant to you ("Grantee") contingent upon the following:

Tax-Exempt Status:

You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code"):

- Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to The Foundation, and
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

Expenditure of Funds:

This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without The Foundation's prior written approval.

If the grant is intended to support a specific project, any portion of the grant unexpended at the completion of the project shall be returned immediately to The Foundation.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

The Foundation typically prefers to issue grants that are expended within a year. Unless the grant letter expressly provides for a longer period, the grant shall be expended within 12 months of the date of the grant award letter.

Non Discrimination

By signing this letter, you agree that your organization does not discriminate in either your employment or in the manner in which you provide your services with respect to ancestry, race, color, sex, sexual orientation, religion, national origin, age, creed, veteran citizenship status, marital status, disability status, public assistance status or any other basis prohibited by law.

No Religious or Faith-based Affiliation

You agree that your institution is not affiliated with any religious or faith-based institution, and that this award shall not be used in any manner that promotes or advances a specific faith or belief system.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from The Foundation.

Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this grant and to provide The Foundation with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. The Foundation may also require interim reports which should describe your progress in achieving the purposes of the grant. Final and interim reports, if requested, should include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by The Foundation. If your organization obtains any audited financial statements covering any part of the period of this grant, you agree to provide a copy to The Foundation as well. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to The Foundation, for at least four years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide The Foundation with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant award letter or during the specified time period; or (3) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation:

You will permit The Foundation and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as The Foundation deems necessary or appropriate concerning this grant award.

Publicity:

You will allow The Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in The Foundation's periodic public reports, newsletters, and news releases. You will ensure that the subjects in any photographs you provide have executed a release.

Recognition:

When promoting a project that The Foundation has contributed funding towards, we ask that you acknowledge The Foundation's support by using our logo on your website and print materials and by mentioning us on social media. By acknowledging The Foundation, you help us raise awareness about philanthropy, generate interest in supporting community initiatives, and encourage more support and funding for projects like yours in the years to come. If your project receives media coverage, please provide The Foundation with a link to that coverage so that we can share it with our employees.

Right to Modify or Revoke:

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in The Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of The Foundation; (3) your breach of the provision of this grant with respect to discrimination; or (4) to comply with the requirements of any law or regulation applicable to you, of The Foundation or this grant.

If The Foundation does not receive signed copies of its grant award letter and of these General Grant Terms, Conditions and Understandings within 30 days after the date of The Foundation's grant award letter, this grant is deemed not to have been accepted and our offer of the grant may be revoked.

The undersigned certifies that he/she is duly appointed an authorized officer of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Organization Name

Executive Director (typed/printed)

Executive Director (signature)/Date