CENTRAL CAROLINA COMMUNITY FOUNDATION General Terms and Conditions for Grant Awards

- 1. <u>Applicable Terms</u>: Grants awarded by the Central Carolina Community Foundation ("Foundation") are subject to the specific terms and conditions stated in the award notification letter as well as the general terms and conditions provided in this document. Grants are made in accordance with applicable laws and regulations and Grantee confirms that it is organized in or under the laws of the United States, or any state of the United States, and is recognized by the Internal Revenue Services as an organization described under Code § 501(c)(3).
- 2. <u>Disbursment of Grant Funds</u>: Grant funds shall be disbursed according to the payment schedule provided in the award notification letter and Grantee's satisfactory compliance with any special conditions, such as securing matching contributions. If matching contributions are required, Grantee is responsible for securing the designated percentage match of an award amount by the interim reporting date. Matching funds must be generated after the grant authorization date and be in addition to normal operating expenses or income. In-kind donations are not acceptable towards satisfication of a matching contribution requirement unless expressly approved by the Foundation's Vice President for Community Investment or appropriate desginee. Grant funds may be withheld if the designated percentage for matching contibutions are not secured by the interim reporting date.
- 3. <u>Use of Grant Funds</u>: Grant funds shall only be used for the specific purpose(s) stated in the award notification and may be spent only in accordance with funding requests or budgets as approved by the Foundation and applicable terms and conditions. Any changes in expenditures must be approved in advance by the Foundation's Vice President for Community Investment or appropriate desginee. Expenses charged against this grant may not be incurred prior to the beginning of the grant period or after the end of the grant period. No funds provided by the Foundation may be used for any political campaign or to support attempts to influence legislation or regulatory activity by any governmental body.
- 4. Reports and Recordkeeping: Grantee shall submit periodic reports in accordance with the reporting schedule provided in the award notification covering both the substance of activities related to the project and financial details of how grant funds have been expended. Such reports should also include copies of all press releases, public announcements, or any other materials related to the project. Reports must demonstrate meaningful progress towards project goals. If meaningful progress has not been made, the report should explain why not and what adjustments are being made to get the project back on track. Grantee is responsible for reporting any material changes in the program/project as described in the application for funding. This would include changes in purpose, staff, funding from other sources, timeframe of program, relationships with other agencies, budget or other items impacting program delivery. If there is any doubt about the significance of any such change, consult the Vice President for Community Investment.

Grantee shall maintain complete and accurate accounting records, consistant with generally accepted accounting practices, and copies of any reports submitted to the Foundation. Grantee shall retain such records and reports for a period of four (4) years after grant funds have been fully spent. The Foundation may examine Grantee's financial records and accounting procedures at any time.

5. <u>Publicity</u>: The Foundation may feature programs via website, social media, promotional or other published materials. Therefore, we require that each Grantee provide digital photographs/video highlighting the impact of the program, which may include individuals that have benefited from grant funds. If individuals are included, please have photo releases signed by those individuals and retain with grant related records. All photographs/video will become the property of the Foundation.

Grantee is encouraged to promote the grant and the supported project. All public announcements, news features, or information concerning the grant program must indicate the Foundation's role in program funding. Any published materials resulting from awarded grant must include Foundation logo and be approved by the Vice President for Community Investment. Grantee agrees to notify the Foundation of any upcoming publicity or media coverage related to the grant.

- 6. <u>Termination</u>: The Foundation reserves the right to terminate this grant if: (a) the Foundation is not reasonably satisfied with progress towards grant milestones; (b) there is a change in tax status; (c) a change in organizational structure/control that may threaten the project's success; (d) Grantee has made any misrepresentations about the organization or the program; or (e) has in any way misappropriated grant funds.
- 7. <u>Return of Funds</u>: Any funds not used for the specified purpose of this grant will be returned to the Foundation unless the Grantee has requested and received an extension of the grant. Allocated funds shall not extend beyond the designated grant period unless permission is granted in writing from the Vice President for Community Investment or the Chief Executive Officer. Funds will also be promptly returned if the Foundation elects to terminate the grant.
- 8. <u>Nondiscrimination</u>: Grantee shall not discriminate on the basis of race, color, religion, age, national origin, disability, marital status, parental status, military status, sexual orientation, gender, or gender expression, or any other improper criterion under any program or activity funded in whole or in part with funds made available by the Foundation, and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Foundation. This policy also applies to relationships with outside vendors and customers, use of contractors and consultants, and in dealing with the general public. Violations of this policy could result in termination of the grant.

9. <u>Indemnification</u> : Grantee shall indemnify and hold the Foundation harmless from any damage or injury sustained by any person or property in any manner arising out of the administration, planning, development, conduct or implementation of the program undertaken in conjunction with this grant or any other programs operated by or associated with the Grantee's organization.	