

Terms and Conditions of Grant

1. ACCEPTANCE OF GRANT

The grant to your organization ("the Grantee") from the Cleveland Foundation ("the Foundation") is subject to the Terms and Conditions of Grant. 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 Service as an organization described in Internal Revenue Code § 501(c)(3), or that it is otherwise exempt from taxation under I.R.C. § 501(c), or is a government entity, and that it will use the Grant funds solely for the specific charitable purposes identified in the Grant Agreement.

2. NONDISCRIMINATION

Grantees are expected to ensure that their employment practices, volunteer opportunities, and the delivery of programs or services do not unlawfully discriminate on the basis of race, religion, gender, national origin, age, disability, medical condition, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

Organizations that are found to unlawfully discriminate in employment, volunteer opportunities, the delivery of programs or services, or management practices, or that engage in activities inconsistent with the Foundation's mission, vision, and values, may be deemed ineligible for funding consideration, required to return any awarded grants, or rendered ineligible for future support.

3. EXPENDITURES OF GRANT FUNDS

This grant is for the explicit purpose(s) stated in the award notification. Grant funds may be spent only in accordance with the Terms and Conditions of Grant and Grantee's funding request and budget (if applicable) as approved by the Foundation. Any modifications require compliance with paragraph 6 (below). No funds provided by the Foundation may be used by Grantee to participate in or intervene in any political campaign. No portion of the grant funds may be used for purposes not clearly identified as charitable under the law. Without limiting the generality of the foregoing prohibitions, no portion of the grant funds may be used directly or indirectly to support or promote terrorism or violent acts. Expenses charged against this grant may not be incurred prior to the date on which the grant period begins or subsequent to its termination date.

4. RELEASE OF GRANT FUNDS

Grant funds will be disbursed to Grantee according to the payment schedule in the award notification and the satisfactory compliance with special conditions, if any, as described. The special conditions may make the release of funds conditional upon certain requirements. In such cases, Grantee must submit adequate evidence of compliance with the conditions before the funds are released. If Grantee has any questions about the special conditions, Grantee should contact the program officer responsible for the grant.

5. RECORDKEEPING; REPORTS TO THE FOUNDATION

Grantee shall maintain adequate supporting records consistent with generally accepted accounting practices for a period of seven (7) years following the end of the year during which the grant funds are exhausted. Staff may examine Grantee's financial record keeping and accounting procedures at any time. In compliance with the schedule set forth in the award notification, Grantee will furnish periodic narrative reviews of programmatic activity and financial detail of how grant funds have been expended. Staff may contact Grantee to arrange site visits to review current grant activities. Final reports should include a review of performance and activities over the entire grant period and include a financial reporting of expenditures. Such reports shall supply sufficient information as necessary for the Foundation (i) to determine that the grant is being used for the purposes described in the grant purpose and in a manner consistent with the Terms and Conditions of Grant and Grantee's funding request and budget (if applicable) as approved by the Foundation and (ii) to allow the Foundation to fulfill its own public reporting responsibilities.

6. MODIFICATION TO GRANT

The grant purpose identified in the award notification may be modified only with prior written approval. Grant funds may only be used as outlined in the approved budget (if applicable). Changes in expenditures must receive prior written approval. Grantee is responsible for reporting any other changes in the program/project as described in the funding request, including without limitation, changes in grant period, staff, funding from other sources, relationships with other agencies, etc. Requests for modifications or changes must be submitted to Grants Management via the Grant Modification form (available under the Grantee Toolkit section of the Foundation's website). The Foundation will notify Grantee upon review of the requested modification or change.

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7. REVERSION OF GRANT FUNDS; TERMINATION OF GRANT

Grantee will immediately return any unexpended funds at the close of the grant period. The Foundation reserves the right to terminate the grant and/or seek return or repayment of the grant funds if any of the following apply: (i) Grantee loses its exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code or ceases to be an entity organized in or under the laws of the United States, or any state of the United States; (ii) Grantee is listed by the U.S. Government or an agency thereof as an organization considered to be associated with terrorism or violent acts; (iii) the bankruptcy or insolvency of Grantee; (iv) Grantee's failure to comply with the Terms and Conditions of Grant or special conditions, if any, of the grant purpose; or (v) Grantee has made any misrepresentations, has in any way misappropriated grant funds, or has failed to perform the program, project, or other activity funded by the grant, in each case as determined by the Foundation in its sole discretion.

8. PUBLIC ACKNOWLEDGMENT

As the community trust of the Greater Cleveland area, the Cleveland Foundation is accountable to the community for its grantmaking and depends upon continued donations to make future grantmaking possible. Grantees' cooperation is essential to help publicize grant results and raise funds for future grantmaking.

Accordingly, Grantee agrees to credit the Foundation in any press releases, presentations, media coverage, or announcements resulting from the use of the grant funds. Public statements about the Foundation or its grantmaking should be cleared in advance by the appropriate Foundation program officer. Grantee agrees to notify staff members of any upcoming publicity or media coverage related to the grant.

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

9. COPYRIGHTS AND PATENTS

Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the Grantee organization, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. Grantee shall grant or cause the author to grant to the Foundation a perpetual, royalty-free license to use such publications. Grant funds shall not be used for activities which may lead to the award of a patent unless Grantee has first entered into a written agreement with the Foundation which specifies the name in which any patent awarded will be taken and avoids the possibility that grant funds will be used for private benefit in the Foundation's sole determination. No application shall be filed for a patent arising out of grant-funded activities without prior written consent, which consent will be conditioned as necessary to avoid private benefit from the use of grant funds. The Foundation agrees to attribute properly authorship in the use, reproduction or publication of any information developed under this grant award, and further agrees to include the copyright notice specified by Grantee in any of its publications, or any copyrighted materials.

10. LIMIT OF COMMITMENT

This grant is made with the understanding that it is time limited and that the Foundation has no obligation implied, stated or otherwise, to provide or continue financial support for the purpose of the grant beyond the period for which the grant is made for this or any other project of the grantee.

11. ASSIGNMENT

This grant may not be assigned by Grantee without the prior written consent of the Foundation.