



## Russell Farm and Forest Conservation Foundation

### General Grant Terms, Conditions and Understandings

In addition to the specific terms and conditions in the grant award letter dated \_\_\_\_\_, and its attachment, to which these General Grant Terms, Conditions and Understandings are attached, the Russell Farm and Forest Conservation Foundation (Foundation) is awarding this grant to you as the Grantee contingent upon the following:

#### **Tax-Exempt Status:**

You are a municipal government agency or 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"):

If a nonprofit organization, 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 (together with any income earned upon investment of grant funds) 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 or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period 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.

#### **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. Your reports should describe your progress in achieving the purposes of the grant and 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, please 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.

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## Russell Farm and Forest Conservation Foundation

### **General Grant Terms, Conditions and Understandings (page two)**

#### **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 (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, which The Foundation agrees to coordinate with Grantee.

#### **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; or (3) to comply with the requirements of any law or regulation applicable to you, of the Foundation or this grant.

The undersigned certify that they are duly elected and authorized officers 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:**

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(typed/printed)

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(signature)/date