



Project Support Grant Agreement

Date of Agreement:

Grantee:

Grant ID#:

Purpose of Grant:

Total Amount of Grant:

Award Date:

Project Period:

Payment Schedule:

This grant is awarded by the Dyson Foundation (the Foundation) subject to the following terms and conditions:

- A. This grant must be used for the purpose identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without the Foundation's prior written approval.
- B. Grantee represents and warrants that it has been recognized as an organization described in section 501(c)(3) of the Internal Revenue Code and is classified by the Internal Revenue Service (IRS) as a public charity within the meaning of sections 509(a)(1),(2), or (3) of the Internal Revenue Code (though not a Type III supporting organization described in Section 509(a)(3)(B)(iii) that is not functionally integrated nor meets the responsiveness test thereunder); or, is an entity such as a house of worship or governmental subdivision that meets the requirements of section 501(c)(3) of the Internal Revenue Code; or, is a government entity or political subdivision described in Section 170(c)(1) of the Internal Revenue Code. Grantee will inform the Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status described above.
- C. The Foundation may request that Grantee return any unexpended grant funds remaining at the end of the Project Period. Should funds remain at such time, Grantee will contact the Foundation to discuss options including extending the Project Period, returning grant funds, and/or other options.
- D. This grant may be used for Grantee's exempt activities as permitted under Section

SAMPLE

501(c)(3) of the Internal Revenue Code.

- E. The Foundation subscribes to the Association of Fundraising Professionals' Code of Ethical Standards and encourages our grantees to do the same. Grantee may not use this grant to pay finder's fees, commissions, or percentage compensation to a fundraising professional, staff, consultant, or other organization; and this grant may not be counted in determining the total amount of compensation to be paid to a fundraising professional, staff, consultant, or other organization.
- F. Grantee will provide to the Dyson Foundation the following reports, according to the specified schedule:

<u>Date</u>	<u>Type</u>	<u>Notes</u>
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- G. Grantee will provide promptly such additional information, reports, and documents as the Foundation may request and will allow the Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by the Foundation.
- H. Grantee will allow the Foundation to review and approve any text of any proposed publicity concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product. If Grantee is a scientific or research institution that is legally required to disclose supporters, the Foundation asks that this support be recognized as a grant and list us as "The Dyson Foundation". Grantee agrees to permit the Foundation to include and/or disseminate information about the grant and/or Grantee in its publications and communications, both print and electronic.
- I. The Foundation reserves the right to discontinue, withhold, or modify any payments or the payment schedule 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 because: (i) Grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) Grantee's status as not a private foundation under Section 509(a) or as not a Type III supporting organization as described above is changed; (iii) in the Foundation's sole judgment, Grantee becomes unable to carry out the purposes of the Grant, ceases to be an appropriate means of accomplishing the purposes of the Grant or fails to comply with any of the conditions hereof; (iv) if Grantee breaches this Agreement; (v) if Grantee's conduct jeopardizes Grantee's legal or tax status; (vi) because Grantee has not fully complied, or is not able to fully comply, with the terms and conditions, or representations and warranties, of this grant agreement; (vii) to protect the purpose and objectives of the grant or any

SAMPLE

other charitable activities of the Foundation; or (viii) to comply with any law or regulation applicable to the Grantee, to the Foundation, or this grant. Any use by Grantee of the grant funds for any purposes other than those specified in this Agreement will terminate Foundation's obligation to make further payments under this Grant.

- J. If the Grant is terminated prior to the scheduled completion date, upon Foundation's request, Grantee shall provide the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

- K. Grantee shall promptly notify the Foundation in writing if: (i) there is any change in circumstances that might affect Grantee's ability to carry out the Grant; (ii) Grantee undergoes a merger, division, or other corporate reorganization; (iii) Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or makes an assignment for the benefit of creditors; (iv) Grantee becomes subject to an investigation or proceeding brought by the Internal Revenue Service, Attorney General, any other regulatory agency, or any governmental unit; or (v) Grantee receives notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant. Upon the occurrence of any of the events described in this Section, the Foundation reserves the right, at its option, to unilaterally amend the terms of the grant, including the right to terminate the grant.

- L. Grantee shall not disburse grant funds to any recipient acting as a fiscal sponsor or agent and shall not otherwise assign this grant agreement without the prior written consent of the Foundation.

Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. This grant will be payable according to the above referenced payment schedule, after the Foundation receives a copy of this agreement signed by an authorized officer of Grantee. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Foundation's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____