Grant Agreement

This is a Grant Agreement ("Agreement"), dated as of __________, 20__, by and between [Client], a __________ nonprofit corporation ("Client"), and [insert legal name], a [insert the type of entity and jurisdiction of organization] ("Funder").

BACKGROUND

A. Client is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("IRC"). Client's mission is to [__________].

B. Funder desires to support Client's mission by making a grant ("Grant") on the basis set out in this Agreement and in the grant plan ("Grant Plan") attached as Exhibit A.

Client and Funder agree as follows:

1. CORE TERMS

1.1 Grant
Funder will make the Grant to Client in the amount and in accordance with the schedule set out in the Grant Plan.

1.2 Use of Grant
Client will use the Grant, and any income earned on the Grant funds, for the purpose set out in the Grant Plan.

1.3 Grant Period
The grant period ("Grant Period") is set out in the Grant Plan.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons
Client and Funder will each appoint one individual to act as principal contact person for notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Client and Funder may change its contact person at any time by written notice to the other party.

2.2 Reporting
Client will provide Funder with narrative and/or financial reports as set out in the Grant Plan.

2.3 Recordkeeping
Client will maintain its books and records in a manner that will provide Funder with sufficient detail to review Client’s receipts and expenditures relating to the Grant. Client will make such records available for review by Funder upon reasonable notice during the Grant Period and for four years after the termination or expiration of this Agreement.

3. DONOR RECOGNITION; PUBLICITY

Client may announce and publicize the Grant in recognition of Funder’s support. Client and Funder may each disclose the other party’s name and the amount of the Grant, and use each other’s logo, in internal and external communications, including, without limitation, on its website and in its outreach materials, and as may otherwise be required by law. Neither Client nor Funder will make any other public communications related to the Grant without the prior written consent of the other party. Client and Funder will comply with any trademark guidelines that the other party may provide.

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4. GRANT ADMINISTRATION

4.1 Funds Management
Client will manage the Grant funds in accordance with applicable law, the provisions of this Agreement, and Client policies. Client may combine the Grant funds with Client’s other assets for investment purposes.

4.2 Changed Circumstances
If the Grant is restricted to a particular program or purpose, Client will notify Funder if Client determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, and in cases where a portion of the Grant remains unspent or unallocated upon completion of the applicable purpose, Client may use the remaining Grant funds on an unrestricted basis in line with its mission.

5. COMPLIANCE

5.1 Tax Status
Client represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the IRC. Client will promptly notify Funder of any changes in such status. Client will comply with all IRC provisions applicable to Client as a tax-exempt organization.

5.2 Anti-Terrorism
Neither Client nor Funder will: (a) engage in illegal activities; or (b) provide resources or support to, receive resources or support from, or associate in any way with any individual or entity that engages in drug trafficking or activities of terrorism.

6. GENERAL PROVISIONS

6.1 Entire Agreement
This Agreement, together with the Grant Plan, expresses the final, complete, and exclusive agreement between Client and Funder, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Client and Funder relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

6.2 Amendment
This Agreement may be amended only as stated in writing and signed by both Client and Funder which recites that it is an amendment to this Agreement.

6.3 Third Party Beneficiaries
This Agreement is for the exclusive benefit of Client and Funder, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Client.

6.4 Governing Law
This Agreement will be governed by California law.

6.5 Force Majeure
Client will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond Client’s control. Client will notify and consult with Funder regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

6.6 Counterparts
This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.
This Agreement was signed by Client and Funder as of the date stated in its first paragraph:

<table>
<thead>
<tr>
<th>Client</th>
<th>Funder</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

* * * * * * *
# Exhibit A

## Grant Plan

### Terms of Grant

<table>
<thead>
<tr>
<th>Grant amount</th>
<th>USD $____</th>
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</thead>
</table>

**Payment schedule**

[**Insert payment schedule**]

[default: Funder will make the Grant in a single lump-sum within 10 days after signing this Agreement]

[sample alternative: Funder will make the Grant in two installments:
$____ will be paid within 10 days after signing this Agreement and $____ will be paid on ________, 20__.]

**Payment account**

<table>
<thead>
<tr>
<th>Bank name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Bank address:</td>
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<tr>
<td>Account number:</td>
<td></td>
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<tr>
<td>ABA number:</td>
<td></td>
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<tr>
<td>ACH number:</td>
<td></td>
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</tbody>
</table>

### Use of Grant

**Grant purpose**

[**Insert grant purpose**]

[default: unrestricted general support]

[sample alternatives:]

Client will use the Grant for the [__________] program.

Client will use the Grant to support its programs in [__________].

**Grant period**

________ to __________

### Reporting

**Timing**

[default for one-year or shorter grant: Client will deliver a report upon completion of the project.]

[default for multi-year grant: Client will deliver an annual report by [January 1] each year.]

**Content**

[sample alternatives:]

Each narrative report will describe Client’s progress on achieving the purpose of the Grant.

Each financial report will show how the Grant funds were spent, [including actual versus budgeted spending].

Client will submit reports using Funder’s reporting template(s).]

### Other Terms

[**insert topic**] [**insert term(s)**]
### Funder Contact Information

<table>
<thead>
<tr>
<th>Funder address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Funder contact person</strong></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td>Telephone:</td>
</tr>
</tbody>
</table>

### Client Contact Information

<table>
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