

Grant Agreement

This is a Grant Agreement (“Agreement”), dated as of _____, 20__, between [Client], a California nonprofit corporation (“Client”), and _____, a _____ (“Grantee”).

Background

Client [_____]. Client desires to support Grantee's work 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 Grantee agree as follows:

1. Core Terms

1.1 Grant

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

1.2 Use of Grant

Grantee will use the Grant, and any income earned on the Grant funds, only 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.

1.4 Payments

Client's payment of Grant funds are conditioned upon compliance by Grantee with this Agreement. For grants with multiple disbursements, Client may withhold or modify the amount of any payment after the initial payment in line with milestones or other conditions set out in the Grant Plan. Grantee will notify Client if Grantee meets such conditions, and provide Client with appropriate documentation, satisfactory to Client, demonstrating satisfaction of such condition.

1.5 Proper Use of Funds

Grantee will not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any improper private inurement or private benefit to occur, or to take any other action inconsistent with the Internal Revenue Code or other applicable law.

1.6 Changes in Grant Purpose or Plan

Grantee will not make any material changes in Grant purpose, intended outcomes, plan, or activities without first obtaining Client's prior written consent.

1.7 Repayment of Unused Funds at end of Grant Period

Grantee must return to Client any portion of the Grant funds not used for purposes of the Grant no later than ten days after the end of the Grant Period.

2. Communication; Reports; Records

2.1 Contact Persons

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

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

2.2 Reporting and Meetings

Grantee will provide Client with narrative and/or financial reports as set out in the Grant Plan, and with copies of press releases, announcements, or other external communications by Grantee about the Grant or the activities funded by the Grant. Grantee will make available its key personnel for meetings and telephone calls with Client as Client may reasonably request.

2.3 Material Developments

Grantee will promptly notify Client of: (a) any changes in its status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code; (b) any changes in Grantee personnel responsible for carrying out the purposes of the Grant; or (c) loss of other funding, filing of any litigation, problems with partners, or any other development that has materially affected or could materially affect its ability to carry out the purposes of the Grant.

2.4 Recordkeeping

Grantee will maintain its books and records in a manner that will provide Client with sufficient detail to review Grantee's receipts and expenditures (including, without limitation, invoices, payment records, and cancelled checks) relating to the Grant. Grantee will make such records available for review by Client upon reasonable notice during the Grant Period and for four years after the termination or expiration of this Agreement.

2.5 Observation by Client

Client may visit sites related to use of Grant funds and film, tape, photograph, interview, and otherwise document Grant-funded activities during normal business hours and with reasonable advance notice.

2.6 Project Information and Documentation

Client may collect, analyze, and disseminate information about Grantee's performance to carry out communication and promotional activities, evaluate the effectiveness of Client's programs, or comply with external reporting obligations. Grantee will cooperate with Client in these efforts by providing Client with such information as Client may reasonably request, including, without limitation, documentation of the activities funded by the Grant.

2.7 Confidentiality

In working on the Project, Client and Grantee may share confidential information with one another, including, without limitation, information about financial, funding, and other matters. Client and Grantee will each use the other party's confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party.

3. External Communication

3.1 Publicity by Grantee; Client Acknowledgement

Grantee will acknowledge Client in public communications as set out in the Grant Plan. Such communications include, without limitation, press releases, programs, announcements, invitations, websites, social media vehicles, annual reports, and newsletters. Client upon request may allow Grantee to use Client's logo in such communications; if so, Grantee will comply with any trademark use guidelines Client may provide to Grantee. Grantee will obtain Client's prior written consent before making any public use of Client's name or logo except as may be provided in the Grant

Plan or as otherwise agreed by Client. Grantee will promptly cease public use of Client's name or logo upon direction by Client.

3.2 Publicity by Client

Client may (a) disclose information about the award of the Grant, including Grantee's name, (b) use Grantee's logo, (c) use footage, photographs, and recordings it creates as contemplated by Section 2.5, and (d) link to Grantee's website, in all cases for archival, external communications, and other purposes as it determines in its sole discretion, without payment or prior review by Grantee. Such uses may include, without limitation, periodic public reports, press releases, website and social media, presentations and speeches, and tax returns.

3.3 No Authority to Act

Grantee will not hold itself out as an agent or representative of, permit its employees, agents, and representatives to speak or act on behalf of, or purport to speak or act on behalf of Client, including, without limitation, making statements that purport to be official positions of Client.

4. Other Agreements

4.1 Administrative Fee

Client will deduct fees from any grants, gifts, or other donations to Client in anticipation of the Grant or otherwise, in order to help offset Client's administrative and operating costs, including its costs associated with managing funds and overseeing the Grant.

4.2 Interest

Interest earned on any cash held by Client on behalf of the Project will accrue to Client. Client will use such interest to offset general and administrative operating expenses.

4.3 Other Client Grants and Projects

Grantee acknowledges and agrees that Client may in the past, present, or future sponsor other projects whose interests may be adverse to the interests of this Project, including parties with whom the Project competes for funding or has a current or potential programming relationship.

4.4 No Other Funding Promised

Except for disbursements as contemplated by Section 1, Client has no obligation to provide any financial support to Grantee in any form, including, without limitation, making loans or additional grants, advancing cash, or covering direct expenses. Grantee acknowledges that Client and its representatives have made no actual or implied promise of funding by Grantee beyond this Grant. Grantee has the sole discretion to determine any future funding.

4.5 Grantee Responsibility

Grantee will have sole responsibility for the planning, management, and implementation of its own activities relating to the Grant and its other activities, including, without limitation: (a) managing its budget; (b) hiring, assigning, and managing employees; (c) paying expenses; and (d) performance of its contracts with vendors and other third parties. Client will not assume any liability for the performance of these third-party contracts. Grantee acknowledges that the conduct of Grantee and its personnel or agents, if any, and any other legal obligations of Grantee, are the sole responsibility of Grantee.

4.6 Independence

Client and Grantee are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Grantee has the power or authority to bind or obligate the other to a third party or

commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

4.7 Anti-Terrorism

Grantee will not: (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.

5. Indemnification and Insurance

5.1 Indemnification

Grantee will defend, indemnify, and hold harmless Client and its directors, officers, employees, agents, and assigns (collectively, “Client Parties”), against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys’ fees which arise directly or indirectly from: (a) Grantee’s activities including, without limitation, use of Grant Funds or (b) Grantee’s performance under or breach of this Agreement.

5.2 Insurance

Grantee will be responsible for its own insurance coverage.

6. Termination

6.1 Suspension and Termination

Client may modify, suspend, or discontinue any payment of the Grant or terminate this Agreement if: (a) Client is not reasonably satisfied with Grantee’s progress; (b) there occurs turnover or other material changes in Grantee’s senior management team; (c) there is a change in Grantee’s tax status; or (d) Grantee fails to perform any material obligation under this Agreement. Any action, including termination, under this Section 6.1, will be effective five days after Client delivers written notice to that effect to Grantee.

6.2 Immediate Termination

Client may immediately terminate this Agreement if Client determines, in good faith, that (a) Grantee’s conduct or the nature of the activities funded by the Grant could adversely affect Client’s tax status or (b) circumstances have changed such that continued association with Grantee would materially adversely impact the reputation, image, mission, or integrity of Client. Such a termination will be effective upon delivery by Client to Grantee of a notice to that effect.

6.3 Repayment upon Termination; Other Effects of Termination

Grantee will repay to Client any unused portion of the Grant funds, including any income earned from any investment of the Grant funds, within 30 days after delivery by Client of written notice of termination as provided in this Section 6. In addition, Client and Grantee will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 1.5, 1.7, 2.4, 2.6, 2.7, 3, 4.4-4.7, 5.1, 6.3, and 7 will survive the expiration or termination of this Agreement.

7. General Provisions

7.1 Entire Agreement

This Agreement, together with the Plan and other exhibits, expresses Client’s and Grantee’s final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course or dealing or understanding between Client and Grantee relating to its subject matter. If there are any inconsistencies between the Plan and this Agreement, this Agreement will control.

7.2 Amendment

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

7.3 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

7.4 Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.5 Assignment

Grantee may not assign his, her, their, or its rights or delegate duties under this Agreement to anyone else without the prior written consent of Client.

7.6 Third-Party Beneficiaries

Except as provided in Section 5.1, this Agreement is for the exclusive benefit of Grantee and Client and not for the benefit of any third-party, including, without limitation, any employee, affiliate, subcontractor, vendor of Grantee or Client or other person involved the Project.

7.7 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to Client and Grantee by mail, courier, fax, or email to the contact person identified in the Plan.

7.8 Governing Law

This Agreement is governed by California law. Client and Grantee consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

7.9 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 will constitute effective delivery.

* * * * *

This Agreement was signed by Grantee and Client as of the date stated in its first paragraph.

[CLIENT]

[NAME OF GRANTEE]

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(if Grantee is entity)

Exhibit A Grant Plan

Grant

Grant amount	\$ _____
Payment schedule	[include dates of payment[s] and any milestones or other conditions for payment]
Funding source	

Use of Grant

Grant purpose	Purpose: Actions Grantee will take to achieve results: What will change as result of Grantee's actions:
Grant period	_____ to _____

Reporting

Timing	
Content	

External Communication

Grant acknowledgement by Grantee	Grantee will recognize Client's support by including the following in any external printed or digital communication relating to the Grant or the activities funded by the grant: or an alternate credit to be agreed upon between Grantee and Client. Grantee will include a link to Client's website (www.[_____] .org) in Grantee's website if it has one.
---	--

Client Contact Information

Client address	
-----------------------	--

Client contact person	Name: Title: E-mail: Telephone:
------------------------------	--

Grantee Contact Information

Grantee address	
Grantee contact person	Name: Title: E-mail: Telephone: