



## **General Terms and Conditions**

The John R. Oishei Foundation (“the Foundation”) is awarding this Grant (“the financial award”) subject to and contingent upon the following:

### **1. TAX-EXEMPT STATUS**

#### ***501(c)(3) Organizations ONLY***

Grantee (“the Grant recipient”) represents and warrants that it has received a determination letter from the Internal Revenue Service stating that Grantee is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and is not a “private foundation” as described in IRC 509(a). Grantee will immediately inform Foundation in writing of any proposed or actual change in such status or in its governing documents. Grantee expressly agrees that any change in its tax status or any use of Grant proceeds for any purpose other than those specified in the Grant documents will permit Foundation to terminate this Grant and to take such other actions as it deems appropriate, including without limitation, requiring the return of unspent funds and any funds spent for unauthorized purposes.

#### ***Non-Public Charities ONLY***

If Grantee does not have a public charity determination from the Internal Revenue Service, the Foundation is required to exercise expenditure responsibility as set forth in the **Expenditure Responsibility Policy**. Grantee agrees to fully cooperate with all requirements of such policy.

### **2. ANTI-DISCRIMINATION**

Grantee agrees that in performing its obligations with respect to the program or project, it will do so without regard to race, color, religion, national origin, ancestry, disability, veteran status, genetic information, age, sexual orientation, or gender (except in instances when age or gender is a stated focus and is so disclosed in grantee’s proposal), or any other basis that is unlawful by applicable federal, state, or local law, ordinance, or regulation.

### **3. EXPENDITURE OF FUNDS**

Grantee will directly administer the program or project and agrees that no Grant funds shall be disbursed to any organization or entity, including without limitation, any entity controlled by the Grantee, other than as specifically set forth in the Grant documents.

Budget modifications, including alternate uses of unspent funds or other changes, may be made only with the advance written permission of Foundation staff. **A request for modification must be submitted at least 60 days prior to your project end date. Please contact your program officer prior to submitting a request.**

### **4. REPORTING**

**The Foundation requires that progress and expenditure reports be submitted within 30 days of report notification.** If unusual circumstances arise that may cause a delay in reporting, please promptly inform your program officer. All reports should be submitted through the

Foundation's Grants Management System. For more information on the reporting process, please refer to the "GRANTS" section of our website (<https://oishei.org/grants/current-grantees/>).

The reporting requirements for each Grant vary based on the organization and award, as set forth in the applicable **Grant Award and Agreement** letter. Evaluation methods may also include site visits, records review, and discussions of activities and expenditures with personnel, among other methods as reasonably determined by the Foundation. Failure to submit a satisfactory report may affect Grantee's future grants from the Foundation.

**During the term of this Agreement, and for seven years thereafter, Grantee will maintain complete books and records of revenues and expenditures for the program or project.** Such books and records (including the substantiating documents such as bills, invoices, canceled checks, receipts, etc.) shall be made available to the Foundation upon request.

## 5. **GRANT TERMINATION**

The Foundation, in its sole discretion, may terminate or modify this Agreement if it determines that such action is necessary: (1) because Grantee has violated the purpose for which funds are granted due to misuse or misapplication of funds, or otherwise, (2) because Grantee is unable to carry out the purposes of the Grant, (3) because Grantee has failed to comply with any of the general terms and conditions of the Grant, or (4) to comply with the requirements of any law or regulation applicable to the Foundation or the Grant.

If this Grant is terminated prior to the scheduled completion date, Grantee shall, upon request by Foundation and in addition to its other obligations under this Agreement, promptly provide to Foundation a full accounting of the receipt and disbursement of funds under the Grant as of the effective date of termination.

## 6. **MISCELLANEOUS**

### ***Amendments to Terms and Conditions***

These General Terms and Conditions may be amended from time to time by the Foundation, in its sole discretion, to comply with the requirements applicable to the Foundation as a not-for-profit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and a private foundation. The Grantee hereby agrees to comply with these General Terms and Conditions as so amended.

### ***Use of Data, Videos, Copyrights, etc.***

Foundation shall retain a nonexclusive, irrevocable, royalty-free license to use and to license others to use any and all data collected in connection with the Grant, in any and all forms in which said data are fixed. This includes any and all videos submitted to meet reporting requirements. All copyright interests produced as a result of this Grant are owned by Grantee.

### ***Foundation Accountability***

The Grantee agrees to indemnify and hold the Foundation and its directors, officers, employees and agents harmless from any and all claims, losses, damages, judgments, expenses, excise taxes, and deficiencies resulting from or in any way connected to the Grant or the actions of the Grantee.