

GRANT AGREEMENT

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This Grant Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[GRANTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. private foundation / nonprofit corporation] with its principal office at [GRANTOR ADDRESS] (the "**Grantor**"); and

[GRANTEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal office at [GRANTEE ADDRESS] (the "**Grantee**").

The Grantor and the Grantee are each a "**Party**" and together the "**Parties**."

Recitals. The Grantor makes grants to advance its charitable, educational, or other exempt purposes. The Grantee has applied for funding to carry out a defined project that furthers those purposes. The Grantor wishes to provide a grant, and the Grantee wishes to accept and use it, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Grant

1.1 Grant amount. Subject to this Agreement, the Grantor will provide the Grantee a grant in the total amount of [AMOUNT] (the "**Grant**"), payable in [CURRENCY, e.g. US dollars].

1.2 Purpose. The Grant is made solely to support the project described in **Exhibit A** (the "**Funded Project**"). The Grant is [RESTRICTED to the Funded Project / UNRESTRICTED general operating support, subject to Section 1.3] and may not be used for any other purpose without the Grantor's prior written consent.

1.3 Permitted uses. The Grantee will use the Grant only for charitable, educational, or other exempt purposes consistent with the Funded Project and the approved budget in **Exhibit B**. No portion of the Grant may be used for any political campaign, for lobbying beyond limits permitted by law, or to provide impermissible private benefit.

1.4 Grant period. The Grant covers the period from [START DATE] to [END DATE] (the "**Grant Period**"), during which the Funded Project must be carried out unless the Parties agree in writing to extend it.

2. Disbursement

2.1 Payment schedule. The Grantor will disburse the Grant [IN A SINGLE PAYMENT ON THE EFFECTIVE DATE / IN INSTALLMENTS AS SET OUT IN EXHIBIT C].

2.2 Conditions to payment. Each disbursement is conditioned on the Grantee remaining in compliance with this Agreement and, for installment grants, on the Grantor's receipt and approval of any required interim reports.

2.3 Withholding. The Grantor may withhold, reduce, or discontinue any unpaid portion of the Grant if the Grantee breaches this Agreement, if the Funded Project is materially delayed or abandoned, or if continued funding would jeopardize the Grantor's exempt status.

3. Use of Funds and Financial Management

3.1 Segregation and accounting. For a restricted Grant, the Grantee will account for the Grant funds separately and maintain records sufficient to show that the funds were used solely for the Funded Project.

3.2 Budget adherence. The Grantee will adhere to the approved budget. Material reallocations among budget categories (greater than [PERCENTAGE, e.g. 10%] of a line item) require the Grantor's prior written approval.

3.3 Recordkeeping. The Grantee will retain financial and programmatic records relating to the Grant for at least [NUMBER, e.g. 7] years after the end of the Grant Period and will make them available to the Grantor on reasonable request.

3.4 Return of unused funds. Any Grant funds not used for the Funded Project by the end of the Grant Period must be returned to the Grantor within [NUMBER, e.g. 30] days, unless the Grantor approves a reallocation or extension in writing.

4. Reporting

4.1 Interim reports. The Grantee will submit interim narrative and financial reports on the schedule in **Exhibit C**, describing progress toward the Funded Project's objectives and the use of funds.

4.2 Final report. Within [NUMBER, e.g. 60] days after the end of the Grant Period, the Grantee will submit a final report describing the results of the Funded Project and accounting for all Grant funds.

4.3 Cooperation. The Grantee will respond promptly to reasonable Grantor requests for additional information and will permit the Grantor or its representatives to review records and, on reasonable notice, visit the Funded Project site.

5. Grantee Representations and Covenants

5.1 Status. The Grantee represents that it is [A TAX-EXEMPT ORGANIZATION UNDER SECTION 501(c)(3) / OTHERWISE ELIGIBLE TO RECEIVE THE GRANT] and that its status has not been revoked or threatened.

5.2 Authority. The Grantee represents that it has full authority to enter this Agreement and that doing so does not violate any law or other agreement.

5.3 Compliance. The Grantee will comply with all applicable laws in carrying out the Funded Project, including employment, anti-discrimination, and charitable-solicitation laws.

5.4 No diversion. The Grantee will not use Grant funds to make any grant, loan, or payment that would constitute a taxable expenditure for the Grantor or that benefits any disqualified person.

6. Intellectual Property and Publicity

6.1 Ownership. Work product created with Grant funds is owned by the Grantee, which grants the Grantor a non-exclusive, royalty-free license to use and reproduce such work product for the Grantor's charitable and reporting purposes.

6.2 Acknowledgment. The Grantee will acknowledge the Grantor's support in materials relating to the Funded Project as the Parties agree, and will obtain the Grantor's approval before using the Grantor's name or logo.

6.3 Confidentiality. Each Party will protect non-public information of the other that it receives in connection with the Grant, except as required by law or for the Grantor's reporting obligations.

7. Term, Termination, and Remedies

7.1 Term. This Agreement begins on the Effective Date and continues through the end of the Grant Period and any survival obligations.

7.2 Termination for cause. The Grantor may terminate this Agreement and require return of unused (and, for misused amounts, used) Grant funds if the Grantee materially breaches this Agreement, misuses Grant funds, or loses any status that was a condition of the Grant, and fails to cure within **[NUMBER, e.g. 30]** days after written notice where cure is possible.

7.3 Remedies. The Grantor's remedies are cumulative. The Grantee will repay any Grant funds it cannot account for as having been used for the Funded Project.

7.4 Survival. Sections 3.3, 3.4, 4.2, 6, and 8 survive termination or expiration.

8. General Provisions

8.1 Independent parties. The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship, and the Grantee is solely responsible for the Funded Project.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**.

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Assignment. The Grantee may not assign this Agreement or the Grant without the Grantor's prior written consent.

8.5 Entire agreement; amendment. This Agreement and its Exhibits are the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.6 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

GRANTEE

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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