Impact Austin
Terms of Grant

This grant is made by Impact Austin to ("Community Partner") in order to support the Community Partner's Grant Project and is subject to the following terms and conditions:

1. This grant is earmarked for the Grant Project identified above, as described in the Community Partner's funding proposal and related correspondence and the Community Partner agrees that this grant will be expended for the explicit purposes described in such proposal. The grant funds are not to be transferred, either partially or in their entirety, to any other entity or person. Any earnings accruing from these grant funds should be credited to the support of the activity being funded and added to the balance of the account.

2. The Community Partner certifies that it is an organization that is exempt from tax under section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Internal Revenue Code section 509(a). The Community Partner agrees to inform Impact Austin immediately in writing if (1) there is any change in the Community Partner's tax exempt status, or (2) there is any reason to believe that its tax exempt status may be revoked or altered. In the event that the Community Partner loses its tax exempt status before all grant funds have been spent, this agreement will be considered null and void and any remaining funds will be returned to Impact Austin.

3. The Community Partner agrees to expend the grant funds as specifically itemized in the attached Final Project Budget, which was previously submitted to and approved by Impact Austin. No substantial changes in the budget may be made without prior written approval from Impact Austin. (A "substantial change" for purposes of this paragraph is any change that exceeds $5,000.) The Community Partner also agrees that any funds not used for the purposes described in the Community Partner's proposal will revert to Impact Austin.

4. The Community Partner agrees that grant funds will be distributed by Impact Austin to the Community Partner as specified in the attached Payment and Reporting Schedule. Any change to this distribution schedule must be requested and accepted in writing by both the Community Partner and Impact Austin.

5. The Community Partner agrees to submit the following reports in accordance with the report guidelines provided by the Impact Austin Community Partners Committee and as specified in the attached Payment and Reporting Schedule:

   (A) Interim Report. Community Partner shall submit to Impact Austin full and complete report in writing regarding the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant.

   (B) Final Report. Community Partner shall submit a final report with respect to all expenditures made from such grant funds and indicating the progress made toward the goals of the grant.

   (C) Other Reports. In addition to the interim and final reports, the Community Partner agrees to also submit other reports that Impact Austin may reasonably request. The Community Partner also agrees to make its personnel available to confer with Impact Austin members at the reasonable request of Impact Austin regarding expenditures, records and progress of the Grant Project.

6. The Community Partner agrees to maintain its books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately in an easily verified form. The Community Partner agrees to make such books, records and supporting documents available to Impact Austin for inspection at reasonable times from the time of your acceptance of this grant through completion of the program.

7. Until all grant funds have been expended, the Community Partner agrees to maintain insurance coverage of the kind and limits listed in the Certificate of Insurance attached to the Community Partner's funding proposal. The Community Partner agrees to provide Impact Austin a Certificate of Insurance as evidence of such coverage and to notify Impact Austin immediately of any change to such coverage.

8. The Community Partner agrees to cooperate with Impact Austin's monitoring of the Grant Project for which the grant was received, including permitting Impact Austin representatives to conduct on-site visits upon reasonable notice.

9. The Community Partner agrees to formally acknowledge Impact Austin as a sponsor of the specific program being supported and will submit draft copies of any publicity about the grant for Impact Austin's approval prior to its release. The Community Partner also agrees to forward copies of any news releases, published materials, or media articles that come to Community Partner's attention mentioning the Impact Austin grant.

10. In the case of any violation by the Community Partner of the terms and conditions of the grant, including but not limited to failing to execute the work of the grant in substantial compliance with the proposal, Impact Austin may terminate the grant. Upon termination of this grant for any reason, the Community Partner agrees to immediately repay to Impact Austin any portion of the grant funds that were not spent for the approved Grant Project.

11. This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by Impact Austin and an authorized officer of the Community Partner.

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Accepted by Impact Austin.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

© 2013 Impact Austin