

AMELIA PEABODY FOUNDATION

Grant Agreement

Organization Name

Application Date:

Grant Amount:

Payment Schedule:

Payment Date	Amount		Paid
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Grant purpose:

Additional Conditions

To be completed no later than:

Due Date	Signed Agreement Returned		
Due Date	Final Report		

The full scope of the program or project and its purposes pursuant to the overall budget and timeframes as submitted in the above-dated grant application is approved for the above-stated grant amount. In the event that less than the full amount of the original grant request is hereby funded, the reduced amount so funded shall be applied pro rata to the submitted budget over the timeframe and for the purposes and overall scope of the program or project originally submitted.

The undersigned representing _____ hereby agrees on its behalf, in consideration of the receipt of the above referenced grant, that grant funds will be used only for the scope and purposes requested in the approved portions of the grant application in accordance with the budget and timeframes submitted therewith.

It is recognized that from time to time program or project purposes and scopes, budgets and timeframes may have to be amended. Written requests for approval for such amendments should be made as soon as practicable after they become known. A description of the need and reason therefore should be included. If appropriate, an annual report should be included. Recipients are especially encouraged to request timeframe extensions as needed to accomplish grant purposes.

It is agreed that:

1. Any portion of the funds not used within the stated scope of the program or project or for the stated purposes unless prior written approval has been obtained for any significant variance, shall be repaid.

2. Any funds not spent in accordance with the submitted budget unless prior written approval has been obtained for any significant variance, shall be repaid.

3. Any funds not used in the timeframes stated in the grant request unless prior written approval has been obtained for any significant variance, shall be repaid.

4. Full annual reports, where a multi-year grant is indicated above, and in all cases a final report shall be submitted detailing expenditures of the grant amount.

These reports must contain:

a. a narrative account of what was accomplished, including a description of progress made toward achieving the purposes and scope of the grant, and including, for multi-year grants, a description of the impact of the current status on the grant purposes and scope of the additional funding periods of the total grant, and

b. a financial accounting, if possible according to the line item categories of the submitted budget, certified as correct by the responsible financial official of the organization. The full use of all of the funds used to date must be shown.

5. Books and records of grant expenditures shall be maintained and made available for inspection by the Amelia Peabody Foundation should it so desire.

6. No funds shall be used, as defined by the IRS, to

- a. lobby or otherwise attempt to influence legislation;
- b. influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or conduct, directly or indirectly, any voter registration drive; or
- c. for any non-charitable purpose.

7. The grantor shall be immediately, notified and the grant shall be terminated and any unexpended funds shall be repaid in the event the grantee's or its fiscal agent's charitable tax-exempt status is changed or revoked by the IRS or any state.

8. The grantor shall be notified of significant changes in the management of the organization or the project director.

It is understood, and permission is hereby granted, for one or more members of the Foundation staff to monitor and conduct a review of operations under this grant which may include site visits, records and materials reviews and discussions of programs and finances with grantee personnel.

It is understood that, in the event multi-year funding is indicated above as voted by the Trustees, substantial achievement of program or project purposes within the approved scope and substantial compliance with program or project budgets and time frames must be shown in an annual report before subsequent year funding is released. In the event that no annual report is filed, or that a report indicates no substantial performance or compliance, or the Foundation's monitoring as provided above shows such to be the case, any subsequent year funding will be cancelled as if no grant had been made. If appropriate, the above-stated repayment provisions will also apply.

In the event that a condition has been placed by the Amelia Peabody Foundation on the receipt of all or a part of the funds granted pursuant to this contract, only if indicated above, it is understood that full written documentation must be provided to the Foundation of the satisfaction of the condition before funds will be released.

In the event the grantee fails to abide by any of the terms of this grant agreement, the Amelia Peabody Foundation may terminate the grant and recover any unspent or improperly spent grant funds.

I hereby state that to the best of my knowledge and belief no trustee of the Amelia Peabody Foundation, being Bayard D. Waring, Margaret N. St. Clair, Philip B. Waring, Deborah W. Carlson, or John K. Dineen, inures benefits from this grant.

I hereby confirm that this organization does not directly or indirectly engage in, promote or support any terrorist activity and that it is not included on any lists of terrorist organizations compiled by the United States government or any other national or international body. I also certify that this organization does not knowingly employ people whose names appear on such government watch lists.

I hereby confirm the current tax-exempt status of this organization and/or the fiscal agent administering these grants and that all granted funds will be used exclusively in Massachusetts.

This contract reflects the full terms of the agreement between the Amelia Peabody Foundation and _____ and supersedes any and all prior and contemporaneous agreements or understandings. No third-party beneficiary rights are created by virtue of this grant or contract. Any future grants not listed as part of this contract may be made at the sole discretion of the Amelia Peabody Foundation.

I hereby certify that I have been authorized to execute this contract by the grantee.

Signature
Executive Director
Amelia Peabody Foundation

Date

Signature

Name (please print)

Title

Date