

IMPACT AUSTIN TERMS OF GRANT

CP Name

Address

City, State, Zip

Attention: Name

EIN #: XX-XXXXXX

Definitions:

Community Partner: "Insert Community Partner name here"

Impact Austin: Grantor

Impact Austin Grant ("Grant"): \$100,000

Effective Date: June 10, 2019

Termination Date: the fourteenth (14th) day after Impact Austin's receipt of Community Partner's Final Report.

Grant Funds: the funds paid to the Community Partner during the Grant Term on or at the Payment Dates.

Grant Term: the term beginning on the Effective Date and ending on the Termination Date, unless terminated earlier at Impact Austin's discretion.

Grant Project: the project proposed in Community Partner's grant application and subsequent presentation to the Impact Austin membership and selected thereafter by the Impact Austin membership, to be funded by the Grant in the amount of \$100,000. The project specified as "Insert Project name here" is described in the Finalist Report, attached to this Terms of Grant as Exhibit A.

Grant Project Start Date: the commencement date of the Grant Project, or as applicable, the portion thereof funded by the Grant.

Grant Project End Date: the completion date of the Grant Project, or as applicable, the portion thereof funded by the Grant.

Grant Project Term: the term beginning on the Grant Project Start Date and ending on the Grant Project End Date.

Payment Dates: July 1, 2019 and July 1, 2020 unless otherwise agreed to by Impact Austin.

Initial Reporting Period: ninety (90) days from the Grant Project Start Date.

Initial Report: first status report detailing Grant Project activities during the Initial Reporting Period, due two (2) weeks after the conclusion of the Initial Reporting Period.

Interim Reporting Periods: the six (6) month intervals beginning after the ninetieth (90th) day of the Grant Project Term, concluding on the Grant Project End Date.

Interim Reports: subsequent status reports, detailing Grant Project Activities during the Interim Reporting Periods, due two (2) weeks after the conclusion of the corresponding Interim Reporting Period.

Final Report: final status report detailing the outcome and metrics of the Grant Project during the Grant Project Term, due thirty (30) days after the Grant Project End Date.

The Grant is made by Impact Austin to **Insert CP Name here** ("Community Partner") in order to support the Community Partner's Grant Project and is subject to the following terms and conditions:

1. The 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 the Grant will be expended for the explicit purposes described in such proposal. The Grant Funds shall not be transferred, assigned, or given, either partially or in their entirety, to any other entity or person other than to the Community Partner. Any earnings accruing from the Grant Funds shall be credited to the support of the activity being funded in the Grant Project and shall be added to the balance of the account. The payment of the Grant is contingent upon **Insert CP Name here** meeting the objectives as defined in your grant proposal and as described in Exhibit A.
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 within ten (10) days of the notification of the loss of the tax exempt status.
3. The Community Partner agrees to expend the Grant Funds as specifically itemized in the Final Project Budget, attached to this Agreement as Exhibit B, which was previously submitted to and approved by Impact Austin. No material changes in the Final Project Budget may be made without prior written approval from Impact Austin. (A "material change" for purposes of this paragraph is any change in the Final Budget that exceeds \$5,000.) The Community Partner also agrees that any Grant Funds not used for the purposes and activities as described in Exhibit A will revert and be returned to Impact Austin within ten (10) days of the Grant Project End Date.
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, attached herein as Exhibit C. Any change to the Payment and Reporting 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 defined in this Agreement and specified in the Payment and Reporting Schedule:
 - (A) Initial Report. Community Partner shall submit to Impact Austin the first status report detailing Grant Project activities during the Initial Reporting Period no later than two (2) weeks after the conclusion of the Initial Reporting Period.

- (B) Interim Reports. 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 within the time frames for Interim Reports as defined in this Agreement.
 - (C) 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.
 - (D) 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 Grant Project.
 - 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 within seven (7) days of the execution of this Agreement 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. Impact Austin will distribute a press release announcing all of this year's Impact Austin Grants. If the Community Partner prepares its own press release for distribution after the Annual Grants Announcement, the Community Partner agrees to include the following standard language in any such initial press release and agrees to provide to Impact Austin a list of media to whom a press release is sent:
 - (A) The following standard language will be included: "Impact Austin is a local charity comprised of more than 500 women seeking to transform lives in the Greater Austin area through high-impact and lifelong giving. Its only membership requirements are to be female and donate \$1,250 each year. Impact Austin combines the annual donations from members and awards large grants each year to local worthy causes selected by its members. Since 2003, Impact Austin has donated more than \$6 million to worthy Austin-area nonprofit organizations."
 - (B) Impact Austin understands that media outlets (e.g., newspaper, online, television) may not use all of the language of the Community Partner's initial press release or may select portions from which to report, but the Community Partner agrees to include the above-referenced language in its initial press release so that media outlets have the opportunity to include it.

10. The Community Partner further agrees to continue to give credit to Impact Austin for Grant Funds in its press releases and published materials during the Grant Term. In particular, the Community Partner agrees to formally acknowledge Impact Austin as a Grantor of the Grant Funds for the specific program being supported, if any. The Community Partner also agrees to forward copies of any news releases, published materials, constituent communications, or media articles related to the Grant Project that come to Community Partner's attention or are produced by Community Partner mentioning the Grant during the Grant Term.
11. If the Community Partner has a practice of acknowledging sponsors or large donors on its website on a continuing basis, the Community Partner agrees to post Impact Austin's logo or similar material consistent with other sponsor identification during the Grant Term.
12. Community Partners active on social media agree to "like," "tag," and "follow" Impact Austin's account on Facebook and Instagram, and other social media channels, and hotlink to these accounts as appropriate for promotions referencing the Grant. Impact Austin will in turn "like," "tag," and "follow" the Community Partner to produce cross-promotional opportunities.
13. Impact Austin will offer 2020 memberships at no cost to one employee of each of our 2019 Community Partners. Participants will enjoy full Impact Austin membership privileges through the 2020 grant cycle, including voting for grant recipients at Impact Austin's annual meeting in June 2020. The Community Partner Membership is contingent upon the Community Partner's appointed employee participating on a Grant Review Committee ("GRC") during the 2020 grant cycle from January until May of 2020 and meeting all other membership requirements as defined in Impact Austin's By-Laws.
14. 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 and activities described in the Finalist Report (Exhibit A) for which the Grant Funds are to be used for in substantial compliance with the Finalist Report, Impact Austin may terminate the Grant at its sole discretion and without prior notice. Upon termination of the 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.
15. 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: _____