

GENERAL TERMS AND CONDITIONS OF GRANT

1. **Purposes.** You will use the grant funds for (a) the purposes described in your application, and for (b) religious, charitable, scientific, testing for public safety, literary, or educational purposes, or (c) to foster national or international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment), or (d) for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation. In addition, grant funds may not be used for lobbying, attempting to influence outcome of any public election, or any other non-charitable activity.

You may not use the grant funds in any manner that would violate your tax-exempt status. If any portion of the grant money is not used as specified in the grant award, the amount must be repaid to the Foundation.

2. **Match Funding.** (Applicable only if “match funding” verbiage appears in the grant award letter.) Written documentation must be provided to the Foundation if the Foundation grant is awarded as match funding to a grant received by the organization from another funding source.

3. **Challenge Match.** (Applicable only if “challenge match” verbiage appears in the grant award letter.) Written documentation of the satisfaction of the challenge match contingency issued by the Foundation must be provided to the Foundation. The Foundation will not release grant funds until such documentation has been received and approved by the Foundation.

4. **Grant Period.** Grant funds must be expended during the time period set forth in the grant award letter. If special situations arise that require extension of the grant period, written consent from the Foundation for the extension must be obtained.

5. **Reports to the Public.** The Foundation may include information about the grant in its triennial report. Information about the grant may be included in grantee’s newsletters, programs, annual reports, and other similar publications, but **the specific amount of the grant must remain confidential. If donors are ranked by the amount given (even if the specific amount is not disclosed) the Foundation needs to remain and should be listed as anonymous.** To avoid a possible breach, you should contact the Foundation prior to publication of any type. In addition, you should contact the Foundation for information concerning use of the Foundation’s logo in acknowledgements. The amount of the grant must remain confidential, except in legal documents such as audits and tax returns.

6. **Review of Operations.** The Foundation may review the operations of the grantee organization relating to the grant, which may include site visits.

7. **Reports to the Foundation.** Separate financial and other records for the grant are to be maintained by all organizations. Reports for grants will be due at the end of the grant award period as stated in your award letter. No reports will be due from organizations who have been awarded \$10,000 or less. An exception to this reporting requirement is that an organization awarded a multiyear grant, regardless of the amount, must submit annual progress reports. Also, the Foundation, at its discretion, reserves the right to request a report for any grant.

8. The Foundation does not accept acknowledgement of grants in the form of gifts or other tangible items. Acknowledgement in writing is acceptable.

McCUNE

Charitable Foundation

9. **Changes to the Organization.** The Foundation will be notified in writing if there are any developments that may change or have changed your status and qualification as an organization exempt from income taxation under Section 501(c)(3) and an organization described under Section 170(c) of the Internal Revenue Code, including a change of fiscal sponsor. The Foundation must be notified in writing if the grantee's Executive Director resigns or is removed. In addition, it is the responsibility of the grantee to notify the Foundation in writing of changes in address and/or telephone number.

10. **Future Grants.** A grant award or a commitment for a grant shall not be construed as an obligation by the Foundation to make any other grant.

11. **Termination.** The Foundation may terminate or rescind the grant if the grant funds are not expended for the purposes described in the application or if the terms and conditions set out herein have been breached.

12. **Assignment.** The grant may not be assigned without the written consent of the Foundation.

13. **Waiver of Liability.** The Foundation is not liable for any actions in connection with the grant of funds from the Foundation to third parties. By accepting the grant, the recipient agrees to this waiver of liability of the Foundation.

14. **Miscellaneous.** (a) The grant will not be interpreted to create a partnership or joint venture between the grantee and the Foundation. (b) The waiver of any terms of the grant will not be construed as a continuing waiver of the same terms or conditions or a waiver of any other terms or conditions. (c) Any prior understandings or agreements will have no effect unless they are included in writing in the terms of the grant. (d) Any changes in the purposes or amendments to the terms of the grant must be in writing and signed by the grantee and the Foundation. (e) The Internal Revenue Code and the laws of the State of New Mexico will apply to the interpretation and enforcement of the terms of the grant.

I certify that I have read and agree to the General Terms and Conditions of a McCune Charitable Foundation Grant.

Grant check should be made payable to:

Organization Name: _____

Address: _____

(Signature) Head of Organization or Project

(Signature) Board Officer or Advisory Group Member

Date

Date

Submit Form Electronically