

TO: GRANTEE ORGANIZATION

RE: CONDITIONS OF THE PAUL OGLE FOUNDATION, INC. FOR MAKING  
GRANT AND RECIPIENT'S AGREEMENT TO SAID CONDITIONS

GRANT: GRANT AMOUNT

GRANT PERIOD: GRANT YEARS

PAYMENT(s): DISTRIBUTION DATES

The funds awarded by the Foundation must be used for the specific purpose stated below. Use for any other purpose is unauthorized and will subject the recipient to a refund claim by the Foundation. The Grant awarded herein must be used as follows:

#### SUMMARY ON PURPOSE OF GRANT AND CONDITIONS

Description, Amount, Length and Dispersal of Payments

This statement of Conditions sets forth the terms and conditions upon which the Grant is made. Under the laws of the United States applicable to Foundations, all grants (including this one) must be expended solely for religious, charitable, scientific, literary, or educational purposes. Thus, the Grant is made only for such purposes and is further limited to the above-referenced purpose and approved Grant application on file at the Foundation. The laws of the United States applicable to Foundations also require that certain reporting and record keeping requirements be imposed upon grant recipients. Thus, the Grant is subject to the restrictions enumerated below, and is made upon the condition that Grantee comply with the reporting and record keeping requirements enumerated below. The conditions and restrictions stated herein are made in compliance with the applicable provisions of the Internal Revenue Code and Regulations as they pertain to Private Foundations.

Grantee Initials: \_\_\_\_\_

## SPECIFIC GRANT CONDITIONS

Grantee agrees to the following conditions specific to the awarding of this Grant and supersede any of the GENERAL GRANT CONDITIONS listed below if there is a conflict between the two:

1. GRANT/MATCHING GRANT:

(a) DETAILS

(b) DETAILS

2. PAYMENT SCHEDULE:

(a) GRANT PERIOD

(b) NUMBER OF PAYMENTS

(c) FIRST DISPURSA DATE

3. REPORTING REQUIREMENTS:

(a) DETAILS

(b) DETAILS

4. MISCELLANEOUS ITEMS:

(a) DETAILS

## GENERAL GRANT CONDITIONS

Grantee agrees to the following GENERAL GRANT CONDITIONS:

1. ORGANIZATIONAL TAX STATUS: In order to receive funds from the Paul Ogle Foundation, Inc., the Grantee organization must have received a ruling from the Internal Revenue Service confirming that the organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that the organization is not a private foundation or Type III supporting organization as defined in section 509(a) of the Internal Revenue Code. In the event there is any

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change in the Grantee organization's tax exempt status, the organization will immediately notify the Paul Ogle Foundation.

2. PROJECT/PROGRAM OR ORGANIZATIONAL CHANGES: Any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable or budget as originally approved must be requested in writing by the organization and approval, if given, will be indicated in writing by the Paul Ogle Foundation. The Grantee organization will notify the Paul Ogle Foundation if there is a change in key personnel essential to the ongoing administration of the organization or program. If there is any question as to the significance of a particular change, please contact the Paul Ogle Foundation.
3. REPORTS: The Paul Ogle Foundation expects that Grantee organization remain in contact with Foundation on a regular basis as to the use of Grant funds over the designated Grant period. However, the following are mandatory reports required over the life of the Grant period or the Grant could be placed in jeopardy and subject to termination.
  - (a) Interim Reports – If the Grant funds are not expended within one year as with multi-year awards. after their receipt, the Grantee, within 30 days following that 12-month period, must submit a full and complete report detailing:
    - (i) The progress made in accomplishing the purposes of the Grant during that 12-month period; and
    - (ii) The reason the Grantee was unable to comply with this 12-month requirement for the expenditure of the entire Grant if applicable.
    - (iii) In the case where the Grant period has expired and the project/program not completed per the Grant Application, included with this interim report must be a request for the continuation of the Grant for a specific additional amount of time. If this request is approved by the Directors, Grantee must continue to submit updates of this report every 90 days. If this request is not approved, Grantee must be prepared to return to the Foundation the amount up to the initial grant.
  - (b) Program/Project Completion Report – Within 90 days after completion of the use of the Grant funds, Grantee shall make a final report detailing all

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expenditures made with these funds and indicating the progress made toward the overall goals of the Grant.

- (c) Final Report – In the subsequent year after expenditure of the Grant, the Grantee must also submit a final brief report on its project, including statistics on utilization of the program or facility and an overview of the mission which has been accomplished with the assistance of these funds.
4. ACCOUNTING & AUDITING RECORDS: Grantee shall maintain its books and records in such manner that the grant funds will be shown separately on Grantee's books and that the expenditures made in furtherance of the Grant purposes will be shown as charged against the Grant, and shall maintain records of such funds in such a form as to be checked readily. Grantee shall keep the records of the expenditures, as well as copies of the reports submitted to the Foundation, for at least four (4) years after the completion of the use of the Grant funds. Grantee shall make its books and records available to the Foundation for inspection at reasonable times.
5. PROHIBITED GRANT USES: Grantee shall not use any of the Grant funds:
  - (a) To carry on propaganda, or otherwise attempt to influence legislation;
  - (b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
  - (c) For any grant to an individual for travel, study or other similar purposes by the individual (unless the grant satisfies the requirements of §4945(g) of the Internal Revenue Code of 1954), or for a grant to an organization (other than a publicly supported organization as described in paragraphs (1), (2) or (3) of §509(a) of the Internal Revenue Code of 1954) unless Grantee exercises expenditure responsibility with respect to such grant; or
  - (d) For any purpose other than religious, charitable, scientific, literary, or educational.
6. TERMINATION AND REPAYMENT OF GRANT: The following conditions apply in the event that the Paul Ogle Foundation, Inc. must terminate and seek repayment of all Grant funding to Grantee organization.
  - (a) The Paul Ogle Foundation retains the right to terminate the grant at any time if the organization ceases to be exempt from federal income tax as a 501(c)(3) organization.

Grantee Initials: \_\_\_\_\_

- (b) The Paul Ogle Foundation further retains the right to terminate this grant at its sole discretion if it determines that the organization has made any misrepresentation or misappropriated grant funds; or if it judges the organization to be unable to carry out the purposes of the grant, ceases to be an appropriate organization to carry out the purposes of the grant, or fails to comply with any of the conditions or terms of the grant.
- (c) Should termination of the grant occur for any reason, the organization will provide the Paul Ogle Foundation within thirty days from the date of the termination with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant through the effective date of termination.
- (d) Grantee shall repay any portion of the amount granted which is not used for the purpose of the Grant and shall also expect to repay any portion, including any earnings, which are not expended by the Grantee for the purposes of this Grant within one year of the date of our payment. Such repayment shall be made by Grantee immediately after receipt of Foundation's demand therefore.
7. PUBLICATION OF GRANT AWARD: No plaques or other forms of recognition will be installed in, on, or about buildings, etc., unless prior consent has been obtained or unless requested by The Paul Ogle Foundation, Inc.
8. GRANT APPLICATION RESTRICTION: Applicants may apply for grant funds only once in 36 months. Therefore, if an application is either granted or denied, that applicant will not be considered for grant funding for the next three (3) years and new grant applications will be denied. The organization can reapply for a grant from the Paul Ogle Foundation beginning in the third calendar year from the year of the first Grant payment or letter of declination of Grant request.
9. INDIANA LAW: The law of the state of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when the Paul Ogle Foundation executes a copy of this instrument, bearing the Grantee's signature, at the offices of the Foundation in (Jeffersonville, IN). All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, shall be heard exclusively in the state or federal courts with subject matter jurisdiction sitting in

Grantee Initials: \_\_\_\_\_

Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

10. US PATRIOT ACT: The USA Patriot Act of 2001 and other federal laws and regulations and executive orders administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The organization warrants and represents that as of the date of application through the term of the grant award, none of the following is a country, territory, individual or entity named on the OFAC lists of Sanctioned Countries or Specially Designated Nationals: grantee organization; any person or entity controlling or controlled by grantee organization; any person or entity having a beneficial interest in grantee organization, or any person or entity for whom grantee organization is acting as agent or nominee in connection with this transaction. The organization understands and agrees that any violation of this paragraph will be grounds for immediate termination of the grant.

If the foregoing correctly sets forth your understanding of the terms and conditions under which this Grant is being made, please initial each page of the Agreement and sign both of the enclosed copies and return one copy to the Paul Ogle Foundation, Inc., and it will constitute our agreement with respect to the subject matter thereof. Upon receipt of a properly executed copy, the Foundation will forward funds pursuant to the terms of the Grant, as shown on page one of these Conditions.

Very truly yours,

THE PAUL OGLE FOUNDATION, INC.

By: \_\_\_\_\_  
Kent W. Lanum, Executive Director

FOR GRANT RECIPIENT:

The foregoing Conditions are accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2007.

APPLICANT NAME

Grantee Initials: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE

Grantee Initials: \_\_\_\_\_