

THE REES-JONES FOUNDATION

GRANT CONTRACT

Meeting Date:

Contract Date:

Grant Number:

Amount:

GRANTEE:

ADDRESS:

PURPOSE:

TERMS AND CONDITIONS:

1. Subject to the terms and conditions contained herein, the Board of Directors of The Rees-Jones Foundation (the "Foundation") has approved a grant (the "Grant") to Grantee, payable in cash in accordance with the following schedule:

[\$_____ payable within ___ days after receipt of a signed copy of the Grant Contract]

[One dollar for each additional dollar actually received by or pledged to Grantee between the date of this Grant Contract and _____ for the purpose identified below, up a maximum amount from the Foundation of \$_____, [with the matching funds given or pledged by no fewer than ___ other donors??]. The Grant shall be payable within ___ days after receipt of evidence satisfactory to the Foundation that the additional matching amounts have been received by or pledged to Grantee for such purpose as required above.]

2. The Grant is for the specific purpose(s) described below:

The Grant and any investment income earned thereon prior to expenditure of the Grant by Grantee should be expended for no other purpose(s) without the express, written approval of the Foundation. If the Grant is not expended for the purposes outlined above [*within ___ days after receipt by Grantee*] [*by _____, 20__*], the unexpended portion of the Grant shall be returned to the Foundation.

3. Grantee agrees to submit reports to the Foundation on the expenditure of the Grant. Such reports, in the forms attached hereto, shall be submitted in accordance with the following schedule (as applicable):

Initial Report: _____

Interim Report(s): _____

Final Report: _____

In all correspondence concerning the Grant, reference should be made to the grant number designated at the top of this Grant Contract.

4. Grantee specifically agrees that no part of the Grant will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.
5. Grantee agrees immediately to notify the Foundation, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or, (iii) Grantee has reason to believe that the Grant cannot be or continue to be expended for the specified purpose(s). In the event that Grantee loses its tax exempt status before all funds under the Grant are dispersed, this Grant Contract will be considered null and void and all obligations of the Foundation hereunder will terminate.
6. Grantee certifies that the Grant will not jeopardize Grantee's status as not a private foundation under Section 509 of the Internal Revenue Code.
7. Grantee will cooperate with the Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to the Grant.
8. The Foundation retains the right to release information regarding the Grant to any public media. Except as specifically addressed in a letter or memorandum furnished by the Foundation, press releases and other public statements referring to the Foundation or the Grant must be submitted to the Foundation for approval. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning the Grant which come to Grantee's notice or attention.
9. The Foundation may monitor and conduct an evaluation of operations under the Grant, which may include a visit from Foundation personnel to observe Grantee's program, discuss the program with Grantee's personnel and review financial and other records and materials connected with the activities financed by the Grant.
10. The Grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein and in the accompanying letter of notification of award. The signature on this document of the persons authorized to make legal contracts for Grantee will represent Grantee's acceptance of the Grant and agreement to comply with the stated terms and conditions of this Grant Contract.
11. Grantee shall not transfer, assign or dispose of all or any portion of the control or governance of the **[name of project for which grant was made, if any]** without the prior written consent of the Foundation. *[Use this clause only in cases where there are naming rights given or some other particular reason why the Foundation would want approval rights over the sale of the property funded; for example if art was donated.]*
12. Grantee shall not assign its rights nor delegate its duties or obligations arising under this Grant Contract, in whole or in part, by operation of law or otherwise, without the prior written consent of the Foundation.

13. This Grant Contract shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and permitted assigns.
14. This Grant Contract may be modified or amended only by a writing signed by both the Foundation and Grantee.
15. The laws of the State of Texas, without giving effect to conflict of laws provisions, shall govern the validity, construction, and performance of this Grant Contract.
16. If any provision of this Grant Contract is held to be invalid, illegal, or unenforceable, the balance of this Grant Contract shall remain in full force and effect and this Grant Contract shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted. If any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
17. This Grant Contract is the entire agreement among the parties relating to the Grant and supersedes all previous negotiations, commitments, writings and understandings between the parties concerning the Grant.
18. No failure or delay by a party in exercising any right or remedy under this Grant Contract will waive any provision of this Grant Contract. Nor will any single or partial exercise by a party of any right or remedy under this Grant Contract preclude it from otherwise or further exercising any rights or remedies which it may have, or any other rights or remedies granted by any law or any related document.

The undersigned officials of Grantee have carefully read this Grant Contract and agree to the terms and conditions stated herein.

THE REES-JONES FOUNDATION

GRANTEE:

By: _____
 Thornton Hardie III, President

By: _____
 Name: _____

Title: Board Chair

Date: _____

Date: _____

By: _____

Name: _____

Title: [President or Executive Director]

Date: _____