

# **LETTER OF AGREEMENT GRANT TERMS AND CONDITIONS**

Please read this Letter of Agreement carefully. It outlines the Community Foundation's expectations of the Grantee and the Grantee obligations. It also ensures that the Grant benefits the Community and the Grantee is accountable for grant funds. By signing it, the Grantee legally agrees to the following terms and conditions:

## **1. General**

- Upon the terms and conditions stated herein and any special conditions noted in Schedule A attached hereto, and upon the acceptance set out at the foot of this letter of agreement being signed by a person authorized to sign agreements for the Grantee, The Community Foundation shall provide the Grantee with a grant in an amount not to exceed the amount stated in the letter of agreement to be expended for the purposes outlined in the Schedule A attached.
- The period of the grant is as stated in the letter of agreement or as subsequently altered by The Community Foundation.

## **2. Maintaining Charitable Registration Number**

- By signing the Letter of Agreement, the Grantee represents, warrants, acknowledges and confirms the eligibility status set out in the Grantee's application is current and in good standing. The Grantee also represents and warrants that the Grantee:
  - is not in breach of any laws in Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order
  - has and will maintain its current status in the Grantee's application for the duration of the grant, and
  - has and will comply with the provisions of the Income Tax Act and its Regulations that apply to the Grantee.
- The Grantee will immediately inform the Foundation of any change in or challenge to the Grantee's eligibility status as set out in the Grantee's application.

## **3. Partnerships**

- Community Organizations may apply for a grant from The Community Foundation but must be partnered or sponsored by a registered Charitable Organization.
- Grant payments will be made by The Community Foundation to the sponsoring Charitable Organization, which will accept and disburse all monies in respect to the project to the Community Organization as per the conditions described in Schedule A.
- A completed Partnership Agreement (Schedule C) must be completed by all parties and returned to The Community Foundation before any funds will be distributed.
- The Community Organization will be responsible for all reporting conditions as per # 8 below, and for all recognition requirements as per the Recognition Policy (Schedule B).

#### 4. Special Conditions

- This grant is subject to the fulfillment of the special conditions, if any, set forth in Schedule A attached hereto.

#### 5. Use of Grant Funds

- This grant is made only for the purposes described in the Grantee's grant application and any revision of the purposes that might subsequently be approved in writing by The Community Foundation.
- The grant (and any interest earned on it) may not be used for any other purpose without prior written approval of The Community Foundation. In the absence of express permission from The Community Foundation, expenses charged against this grant must be incurred after the effective date of the grant, but before the termination date, both dates as stated above.
- Any part of the grant (and any interest earned on it) not expended or committed for the purposes approved by The Community Foundation and within the period for which the grant is given shall be returned to The Community Foundation within sixty days of the end of the grant period or any authorized extension thereof.
- The Grantee shall not, without specific permission to do so, carry forward a "reserve account," regardless of how such an account may be characterized in the books and records of the Grantee.
- No salaries, remuneration or stipends shall be paid by the Grantee from the grant unless clearly specified in the approved grant application or otherwise specifically approved by The Community Foundation.

#### 6. Quotes

- A minimum of two quotes is required for all projects.
- **It is recommended that local merchants be provided an opportunity to quote on all supplies required for the project and that if the quote is within 10% of the other quotes that the local merchant be selected.**

#### 7. Modification

- The Community Foundation is committed to monitoring all grants to ensure that The Community Foundation funding is used for the purposes for which it was approved. Close monitoring and prudent decision-making concerning the use of The Community Foundation's funding by grantees ensures The Community Foundation's accountability for, and appropriate use of public funds.
- Reallocation requests must be submitted to The Community Foundation in writing for approval. The Community Foundation will consider the reallocation request, ensuring that the grant is in good standing, the activities have so far met expectations, and that the reallocation request is within the scope of the originally approved outcomes for the grant.
- The grantee must report any budget reallocation in their next progress and/or final reports.
- The Community Foundation will request the return of any surplus funds.

#### 8. Violation of Agreement

- In the event that the program or project funded by this grant is cancelled or substantially modified, in the absence of specific agreement to the contrary, approval for the grant

shall be deemed to be withdrawn and any instalments paid to the Grantee shall be refunded to The Community Foundation forthwith.

## **9. Records**

- The Grantee is responsible for the expenditure of the grant and for maintaining adequate supporting records that clearly show the receipt of Grant funds and how the money has been spent.
- All records and supporting documentation will be available for inspection by The Community Foundation.
- The Grantee will keep records of Grant receipts and expenditures for at least six (6) years after the Grant ends. The Grantee will also keep copies of all the reports (and supporting documentation) the Grantee submits to The Community Foundation for at least six (6) years after the completion of the Grant.

## **10. Reports**

- At the conclusion of the grant period, or the conclusion of the approved program or project, whichever comes first, the Grantee shall send to The Community Foundation a financial report detailing the expenditure of the grant.
- At the same time the Grantee shall send The Community Foundation an evaluation summary of the project or programs, according to such terms as may be set by The Community Foundation, including the Grantee's judgment of whether or not the objectives envisioned in the grant application were achieved.
- The Community Foundation may ask the Grantee to submit interim reports, electronically or in writing, which the grantee will provide.
- The Community Foundation will review the progress the Grantee makes toward achieving the Grants results.
- If The Community Foundation does not receive progress or final reports in a timely manner, it will withhold payments until the late reports are received and considered by The Community Foundation to be satisfactory.
- The Community Foundation may terminate this Letter of Agreement if any such report is not received within sixty (60) days of the date on which it was due.
- All reports will be submitted using The Community Foundation's Reporting Forms (Schedule D) format.

## **11. Evaluation and Audit**

- The Community Foundation may conduct or commission an evaluation or audit of the grant. The Grantee will participate in any such evaluations or audits and make the Grantee's records, books supporting documentation, and reports available to The Community Foundation personnel or consultants.

## **12. Copyright**

- Published materials resulting from this grant may be copyrighted by the Grantee or by the author in accordance with the policies of the Grantee. The Community Foundation reserves the right to use such publications without payment of royalties. The Grantee shall notify any potential publisher of this right.

## **13. Capital Acquisitions**

- The Community Foundation may, upon completion of the grant period, or earlier, at its discretion, take title to assets acquired with grant funds.

#### **14. Recognition of the Community Foundation Grant**

- The grantee has received and read the The Community Foundation's Recognition Policy (Schedule B), as may be amended from time to time, and the Grantee agrees to comply with this policy.
- Under the Recognition Policy the Grantee will recognize The Community Foundation's support at public events, in all communications and publications and seek other opportunities to publicly recognize the The Community Foundation.

#### **15. Compliance with Applicable Legislation**

- In carrying out the project or program funded by this grant the Grantee agrees to comply with all applicable legislation including federal and provincial laws and municipal bylaws, and including, without limiting the generality of the foregoing, the Charter of Rights and Freedoms, federal and provincial human rights legislation, and applicable employment legislation.
- Failure to comply with the condition set forth in this paragraph shall constitute default and The Community Foundation shall have no further obligation to provide any balance of the grant and The Community Foundation shall also have the right to reclaim in its entirety all grant advances forwarded to the Grantee in connection with this grant.

#### **16. Payment of Grant Funds**

- The Community Foundation will pay Grant funds according to the terms stated in Schedule A.
- The Community Foundation will release the first payment within 30 days from receiving the appropriately signed Letter of Agreement.
- The Community Foundation may temporarily withhold Grant payments or terminate this Letter of Agreement if, in The Community Foundation's opinion, it:
  - is not satisfied with the Grantee's progress
  - determines that the Grantee is unable to complete the Grant in a satisfactory manner
  - determines that the Grantee is not complying with one or more of The Community Foundation's policies or specified conditions that relate to the Grant, or
  - determines that continuing the Grant is not in the community's interest.

#### **17. Signing Grant Agreement**

- Please make a duplicate copy of this letter of agreement to be signed by the appropriate signing authority of the Grantee, which upon signing will signify agreement by the Grantee with the terms and conditions under which this grant is being given.