



## TERMS OF GRANT AGREEMENT

*The grant to your organization (the Grantee) from Community Foundation of the Lowcountry, Inc. (the Foundation) is for the explicit purpose described in the grant resolution and subject to your acceptance of the terms described herein.*

*To acknowledge this agreement, to accept the grant, and to receive funds, please **return both** signed original copies of the agreement as soon as possible. We will then sign the agreement and return an original to you. Please indicate the grant number and title on all communications concerning the grant.*

### I. Grant

BE IT RESOLVED, that the Board of Directors of the Community Foundation of the Lowcountry, Inc., does award a Community Investment grant of up to \$37,000 from the Hilton Head Island Foundation Endowment Fund, to the Friends of the Savannah Coastal Wildlife Refuges, Inc. to purchase equipment to implement "Visitor Accessibility and Programs at the Pinckney Island NWR". Equipment includes two large 8-seat golf carts; 15 bicycles; trailer for transporting bicycles; a reception tent along with a table chairs and picnic tables; signage, 12 binoculars, brochures and advertising to announce events, contingent upon upon invoices and/or receipts for the purchased items included in this request; line items presented with \$0 (maintenance and bottled water) are not funded from this request. Funding is also contingent upon our receipt of a more highly articulated marketing plan, identifying a timeline for various marketing efforts, how they will use the brochures they have requested, and an indication of specific outreach methodologies for populations currently unaware of the refuge and its programs.

### II. General Terms

**Grant Number:** 11283  
**Date Authorized:** March 18, 2016  
**Grantee:** Friends of the Savannah Coastal Wildlife Refuges, Inc.  
**Fiscal Agent:** Same as above  
**Amount:** \$37,000.00  
**Grant Period:** March 31, 2016 through February 1, 2017  
**Grant Purpose:** Visitor Accessibility & Programs at Pinckney Island NWR  
**Payment Schedule:** \$37,000.00 upon receipt of invoices  
**Financial and Narrative**  
**Project Report(s) Due:** February 15, 2017

Payment generally will be received approximately one week following payment date. All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

### III. Release of Grant Funds

Funds will be disbursed to the Grantee upon receipt of the properly completed Agreement and the satisfactory compliance with special conditions, if any, listed in Paragraph X. The special conditions may make the release of funds contingent on certain requirements. In such cases, you must submit adequate evidence of compliance with the conditions before the Foundation will release funds. If you have any questions about the special conditions, contact the Vice President for Grantmaking and Community Leadership.

### IV. Expenditure of Grant Funds

- (a) Expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- (b) Funds must be used by the Grantee strictly in accordance with the approved budget in Schedule A. Any variation from a category of more than 10% must be approved in advance by the Foundation.
- (c) The Grantee is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. The Grantee's financial recordkeeping and accounting procedures must be available for examination by the Foundation staff if requested.
- (d) Equipment purchased with grant funds shall be the property of the Grantee so long as it is not diverted from the purposes for which the grant was made. If the use of the purchased asset is changed or the Grantee organization goes out of existence, the property reverts to the Foundation.
- (e) **The Grantee is responsible for reporting to the Foundation if there are any changes in the program/project as described in the application for Foundation funding, REPORTS OF THE CHANGES MUST BE MADE IMMEDIATELY UPON RECOGNITION THAT CHANGE IS EXPECTED.** This would include changes in purpose, staff, funding from other sources, relationships with other agencies, etc. *This grant is date sensitive. Changes in the time frame must be reported to the Foundation as soon as possible.* If there is any doubt about the significance of **any** change, consult the Foundation staff.
- (f) The Grantee must be able and willing to prove to the Foundation's satisfaction that no portion of the grant funds has been used for purposes not clearly identified as charitable under the law, both State and Federal.
- (g) No funds provided by the Foundation may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than

through making available the results of nonpartisan analysis, study and research. No funds provided by the Foundation may be used to participate in or intervene in any political campaign or to support any attempt to influence legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any government official or employee who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study and research.

- (h) All records and other supporting documentation relating to this grant should be retained by the Grantee for five years after the grant termination date.
- (i) The Foundation reserves the right at any time to terminate this grant if, in its sole discretion, it shall determine that the Grantee has not made adequate attempts to fulfill the terms of the grant agreement, made any misrepresentations about the organization or the program, has in any way misappropriated grant funds, or has done anything inconsistent with the Terms of Grant Agreement including but not necessarily limited to any special conditions of grant as per Paragraph X hereof.

## **V. Reversion of Grant Funds**

The Grantee or Fiscal Agent, if applicable, will immediately return to the Foundation any unexpended funds at the close of the grant period. Funds also shall be promptly returned: (a) if the Foundation elects to terminate said grant in accordance with Paragraph IV (i) above; or (b) if the Grantee is classified as a 501(c) (3) organization by the Internal Revenue Service and loses its exemption from Federal income taxation. The declaration or filing of bankruptcy by the Grantee will automatically terminate the grant.

## **VI. Reports to the Foundation**

- (a) Full financial accounting of these grant funds and narrative reports on the grant-supported projects are required as a condition of this grant. They should be in writing and submitted according to the schedule outlined in Paragraph II.
- (b) Reports should include a complete financial statement showing all funds received and expended for the program(s) covered by the grant, a narrative report on the project, and results as related to goals and objectives. The financial and narrative reports must compare actual expenditures and accomplishments with the budget and objectives cited in the original Grant Application.
- (c) The grant budget is attached to this agreement. Expenditures must be made in accordance with this grant budget. Any deviation in a category of more than 10% must have the approval of the Foundation.
- (d) The Foundation staff may contact the Grantee to arrange site visits to review current grant activities and must be accommodated.

- (e) **No application for future grants will be accepted if the reporting requirements for this grant have not been met.**
- (f) Grantee is required to provide the Foundation with at least two high-resolution photos, for which grantee has secured a photo/media release, of the project or initiative for which they received the grant. Grantee agrees that these photos can be used in Foundation promotion and marketing efforts. These photos should be submitted electronically to the Vice President for Marketing and Communications at the time the final report is submitted.

## **VII. Publicity**

(a) General publicity on your grant:

- Include news of your grant in publications, press releases, newsletters, brochures, annual reports, website, videotapes, DVDs, advertisements, reports, direct mail, or other outreach materials.
- Include the Community Foundation's logo in advertisements, signage, programs, brochures, etc. as appropriate. Various formats are available for use. Contact the Foundation's Vice President for Marketing and Communications for guidelines and usage information.
- Include a credit of the Community Foundation when any program or project results in a service, product, performance, or other outcome.
- If appropriate, include a link to the Community Foundation's web site ([www.cf-lowcountry.org](http://www.cf-lowcountry.org)) on your organizations web site.

(d) Prior approval:

- All materials that use the Community Foundation's name and logo, including press releases, must be approved by the Community Foundation prior to publication or distribution, allowing the Community Foundation the opportunity to provide additional information.
- Send all materials for approval to the Community Foundation's Vice President for Marketing and Communications.

(e) Special initiatives:

- For grants that focus on a special initiative or activity, the Grantee will work with the Community Foundation to publicly announce the funding in an appropriate manner, such as a special community event, media outreach effort, or other marketing opportunity.

(d) Information back to the Community Foundation:

- Send to the Community Foundation copies of final versions of any materials that mention your grant.
- Beyond the required progress reports, keep the Community Foundation informed of the continuing impact of the grant

### **VIII. Limit of Commitment**

This grant is made with the understanding the Foundation has no obligation to provide other or continuing support beyond the grant period for the program or purpose contemplated by this grant nor any obligation for any other project of the grantee.

### **IX. Limit of Liability**

The project, funded in whole or in part by this grant, is not a project of Community Foundation of the Lowcountry, Inc., and nothing in this grant shall be construed as to make the Grantee and the Community Foundation joint venturers or partners. By accepting this grant, the Grantee shall hold harmless Community Foundation of the Lowcountry, Inc., from any and all damage or injury sustained by any person or property, and from all damages or costs (including attorney fees), arising out of the administration, planning, development, conduct or implementation of the program undertaken in conjunction with this grant or any other programs operated by or associated with the Grantee. Any indemnity obligation in this agreement is expressly made subject to the provisions of South Carolina law.

### **X. Special Conditions of Grant**

The Foundation works diligently to acquire media coverage for its grants. As a condition of this grant, the Foundation requires that the Grantee publicize its grant to the fullest extent possible and that the Grantee provide copies and/or samples of publicity in the Final Report. The grant is contingent upon invoices/receipts for the purchased items included in this request, and that the line items presented with \$0 (maintenance and bottled water) are not funded from this request. Funding is also contingent upon our receipt of a more highly articulated marketing plan, identifying a timeline for various marketing efforts, how they will use the brochures they have requested, and an indication of specific outreach methodologies for populations currently unaware of the refuge and its programs.

### **XI. Evaluation of Grant**

Evaluation of the grant will be based on the criteria set forth in the Grant Application submitted on November 30, 2015.

I have read, understand, and accept the terms and conditions described herein.

**For the Grantee, its successors and assigns:**

_____	_____
(Date)	(Signature of Authorized Representative)
	_____
	(Print Name and Title)

**For the Fiscal Agent, its successors and assigns (if applicable):**

_____	_____
(Date)	(Signature of Authorized Representative)
	_____
	(Print Name and Title)

**For Community Foundation of the Lowcountry, Inc., its successors and assigns:**

_____	_____
(Date)	(Signature of Authorized Representative)

**SCHEDULE A**

**GRANT BUDGET**

**Grantee:** Friends of the Savannah Coastal Wildlife Refuges, Inc.

**Grant Number:** 11283

**Grant Budget:** Visitor Accessibility & Programs at Pinckney Island NWR  
Up to \$37,000 as detailed in section I and submitted on grant  
application