TERMS AND CONDITIONS OF GRANT

A. General
1. All grant-related correspondence should come directly from the grant recipient (the “Grantee”), not a third party receiving benefit from the grant provided to you, and should be directed to Foundation staff at grants@kiwanis.org or +1-317-875-8755 or via your online grant account. Please reference your Kiwanis entity’s name in all grant-related correspondence.

2. Upon the terms and conditions stated herein, the Foundation shall make available to the Grantee a grant, not to exceed the total award amount, to be expended for the purposes outlined in your grant application. Payment is contingent on the submission of the required documents as related to your grant-funded project via your online account and as outlined below. Please allow three weeks following that submission for the processing of your payment.

   a. Signed Acceptance by an authorized signatory for the Grantee, and, as applicable,

   b. For Kiwanis clubs, districts and district foundations in the U.S. – a signed Internal Revenue Service W-9 form for your Kiwanis entity, and,

   c. For U.S. third parties receiving benefit from the grant provided to Grantee, documentation that the third party is qualified by the Internal Revenue Service for tax exemption and proof of liability insurance by presentation of a certificate of insurance with a minimum coverage limit of $1,000,000.

B. Limitation on the use of grant
The following conditions apply to this grant:

1. This grant is made only for the purposes described in your grant application. Any exceptions to the use of this grant are noted in Section H,

2. In the absence of express permission from the 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,

3. Any funds not expended for the recognized purpose of the grant and within the period for which the grant is given shall be forfeited and must be repaid to the Foundation no later than the grant termination date, and
4. Modifications to the funded project’s intent, grant period and budget amounts must be approved by the Foundation. Significant variations may require the Foundation board’s approval. Approval of modifications should be requested in writing.

C. Cancellation
The Foundation may cancel the grant if:

1. This Agreement is not executed and uploaded to your account within 30 days,

2. The project is not completed within the grant period timeframe as stated in this Agreement and your grant application,

3. Grant monies are not expended in accordance with the approved grant implementation plan, and the Grantee did not obtain Foundation approval for a variation from the original plan, or

4. The Foundation deems the Grantee to have abandoned the project, as demonstrated by a failure to respond within 60 days of the Foundation’s last request for a report.

In the event that the grant-funded project is cancelled, approval for the grant shall be deemed to be withdrawn and the Foundation shall have the right to reclaim in entirety all monies paid to the Grantee in connection with this grant.

D. Financial reporting
The Grantee must submit firm documentation of grant funds expended. Failure to provide firm documentation of how grant funds were expended will result in the cancellation of the grant. The Grantee is responsible for:

1. The expenditure of the grant funds and for maintaining adequate supporting records,

2. Keeping financial records with respect to the grant, along with any reports submitted to the Foundation, for at least two years following the termination date of the grant, and

3. Providing receipts or, when necessary, proofs of payment in the final report and as may be requested by the Foundation from time to time. When receipts are available, no other proof of payment is required.

   a. A receipt is any document that contains all of the following five required elements:
      Name of vendor (person or company you paid),
      Transaction date (when you paid),
      Detailed description of goods or services purchased (what you bought),
      Amount paid, and
Form of payment (how you paid – cash, check or last four digits of credit card).

b. Proof of payment is needed to demonstrate that you incurred a project-related expense only when a receipt is not available because it was lost or not provided by the merchant. Accepted forms of proof of payment are copies of cleared checks, bank wire transfer confirmations and credit card statements.

Cleared check – obliterate the bank routing and account numbers printed on the bottom of the check. Review the endorsement side of the check and obliterate any legible numbers. Most cleared checks are available as scanned images from your online bank account.

Wire transfer – obliterate the swift code or routing number and account numbers of the receiving bank and beneficiary (and intermediary bank if needed) on the wire transfer confirmation page you receive from the bank.

Credit card statement – obliterate cardholder address, account number, summary of account information (payment due, balance, etc.) and all other details not relevant to project-related transactions. If you can still read information through the obliteration, make a copy of the redacted document and submit the copy.

E. Compliance with applicable legislation
In carrying out the grant-funding project, the Grantee agrees to comply with all applicable laws including federal and state/provincial laws, municipal bylaws and applicable employment regulations. Failure to comply with the conditions set forth in this paragraph shall constitute default and will result in the cancellation of the grant.

F. Progress reports
The Grantee will submit a six-month and one-year report. A final report may be submitted at the conclusion of a project if the project finishes before the grant termination date. Reports must come from the Grantee and must be uploaded to your online account. If your report consists of items which are not able to be scanned and submitted electronically, you may request permission to mail those items to the Foundation. However, hard copy photographs are never accepted. All photography submitted as part of your report must be uploaded to your online account. Grant reports should include all of the following:

1. Digital professional-quality color photographs for publication purposes,

2. A description of how the Foundation was acknowledged for the grant,

3. An evaluation summary of the project, including the number of children served and the Grantee’s judgment of whether the objectives described in your grant application were achieved,
4. A full accounting (non-audited) of how Foundation funds were spent. An easy accounting format would be a simple itemization of project related expenses, and, for the final report,

5. Receipts or proofs or payment as outlined in Section D.

G. Recognition
Though it is not the Foundation’s intent to place an excessive burden of time or expense upon grant recipients, we hope that as our partner in philanthropy you will be as generous as possible in meeting the expectations outlined below. A sample of any materials distributed in connection with the grant-funded project should be sent to grants@kiwanis.org no less than 30 days before distribution.

1. The Grantee shall provide the Foundation with reasonable access to all original publications, photographic materials and audio and video recordings of the work funded by the grant. Furthermore, the Grantee authorizes – and will fully assist – the Foundation to use any part of all publications, photographic materials and audio and video recordings for the Foundation’s own purposes,

2. Any listing of this award in a publication or other printed material should identify it as a grant from “the Kiwanis International Foundation,”

3. Recognition equivalent to that which you offer corporate or private donors at a similar level,

4. Press releases announcing receipt of the grant. You may wish to include Foundation recognition in any previously planned press releases related to the grant-funded project,

5. Exposure in your newsletter, on your website and any other printed materials including advertising and/or annual report, and

6. Recognition opportunities provided at conferences or other events in which the Foundation’s logo could appear on signage, event programs, posters, etc.

In some cases, grantees whose projects are identified as having significant recognition potential will be asked to consult with Foundation staff to ensure appropriate recognition is provided in public announcements, media advisories, media releases and promotional materials.

H. Other conditions
The following additional conditions apply to this grant:

1. Grant funds may not be used to pay for any operation that may be deemed illegal.