

**MARTHA HOLDEN JENNINGS FOUNDATION  
TERMS OF GRANT**

**Please Read Carefully**

Any grant awarded to your organization from the Foundation is for the explicit purpose described in your request, or as modified by our grant approval, and subject to your acceptance of the terms described herein. An understanding and acknowledgement of the agreement is necessary to accept the grant and to receive funds. Your electronic signature acknowledges this agreement and also indicates you are either the Chief Executive of your organization or authorized by him or her to sign off on these terms representing your organization.

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.

**1. Public Announcements:** Announcements of the grant award can be made by the grantee and/or the Foundation. All public announcements, news features, publications, or information concerning the grant program should indicate the Foundation's participation in the program funding.

**2. Expenditure of Grant Funds:** This grant is for the purposes stated in the application to the Foundation. The grant provided hereunder may be spent only in accordance with funding request and budget as approved. The program is subject to modification only with the Foundation's prior approval and such approval will be indicated on your organization's MHJF online dashboard. Funds will be disbursed to the grantee as indicated on your organization's MHJF online dashboard provided satisfactory compliance with any special conditions.

(a) Any special conditions which apply to this grant are listed your organization's MHJF online dashboard. These conditions may make the release of funds contingent on special requirements and future payments contingent upon demonstrated performance. In such cases, you must submit adequate evidence of compliance with the conditions before the Foundation may release funds. This is to be provided on your organization's MHJF online dashboard.

(b) No funds provided by the Foundation may be used for any political campaign, or to support attempts to influence legislation of any government body, "other than through making available the results of nonpartisan analysis, study, and research."

(c) Expenses charged against the grant may be incurred only as necessary to carry out the purposes and activities of the approved program.

(d) The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

(e) Equipment purchased with grant funds shall be the property of the grantee organization as long as it is not diverted from the purposes for which the grant was made. If the purpose of use is changed or the grantee organization goes out of existence, the property reverts to the Foundation.

**3. Reversion of Grant Funds:** The grantee will return to the Foundation any unexpended funds at the close of the grant period. Funds also shall be promptly returned:

(a) If the Foundation determines that the grantee has not performed in accordance with any of the approved purposes, program or budget.

(b) If the grantee loses its exemption from Federal Income taxation as provided for under Section 501(c)(3), formerly 101(6), of the Internal Revenue Code.

**4. Copyrights and Patents:** Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or the author, in accordance with the policies of the grantee organization, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. The Foundation reserves the royalty-free license to use such publications. For projects involving the possibility of patents, the grantee should request further information from the Foundation.

**5. Reports to Foundation:** Recipients of grants and awards are expected to assist the Foundation in meeting two responsibilities which are necessarily part of the Foundation's stewardship in disbursing funds to benefit education. A final report of the educational achievements of each project and a final financial statement clearly indicating how Foundation funds were expended is expected within 60 days after its completion. It is the policy of the Foundation to request that all unexpended funds be returned promptly so that they can be used to support other educational programs.

**6. Limit of Commitment:** MHJF grants are made with the understanding that the Foundation has no other obligation to provide other or additional support to the grantee.