



GRANT TERMS AND CONDITIONS

1. The Grantee must be exempt from federal income tax under IRC Section 501(a), or 501(c)(3). If at any time the grantee's status changes, the Grantee will immediately notify CEG.
2. The Grantee will not use funds from the grant to engage in any political activity including lobbying or attempting to influence legislation, attempting to influence the outcome of an election, or carrying out a voter drive.
3. The grant must be used in accordance with the details laid out in the approved application (see attached). The Grantee must request approval in writing from CEG before making any substantial changes to the goals, objectives, or purchases for the project.
4. Unused funds at the end of the project will be returned to CEG. Additionally, CEG at their sole discretion may terminate the grant and require the Grantee to return all undispersed funds should CEG determine that the Grantee has:
 - a. Failed to make substantial progress in the project and in CEG's opinion will not be finished by the time specified in the application, or
 - b. Failed to comply with the terms of the agreement, or
 - c. Misrepresented the project, or
 - d. Misappropriated grant funds, or
 - e. Has become involved in a legal proceeding that requires the cancellation of the grant due to legal requirements or obligations, or
 - f. Fails to maintain its tax-exempt status under IRC Section 501(a), or 501(c)(3).
5. The Grantee must notify CEG of any changes in its tax exempt status, address, telephone number, or email address.
6. Until the post-grant follow-up report is received, the Grantee must notify CEG of the departure of any key individuals to the Grantee's organization or the project. CEG should also be notified of any major internal structural changes or changes to the organization's mission and objectives.

7. The Grantee must keep on file all receipts and account books related to expenditures of granted funds for four (4) years after the completion of the project. The Grantee will, upon request, provide these to CEG or CEG's named representative to audit at any time during the project or for the four years after the project's completion.
8. The Grantee will contact CEG before making any public statements regarding the grant and will allow CEG to review and edit any written or spoken statements regarding CEG or the grant.
9. Any intellectual property created by the Grantee during the course of the project will be the sole possession of the Grantee.
10. Equipment or any other item(s) purchased with grant funding becomes the property of the Applicant and cannot be transferred, sold, or given to any individual or to another organization without the prior approval from CEG.
11. CEG is under no obligation to provide the Grantee funds outside the funds granted by this agreement.
12. The Grantee will defend and hold harmless CEG, its employees, and Board of Directors from any claims and expenses arising from this grant or the expenditure of granted funds.
13. The grant of funds shall not be construed as a joint venture, nor will CEG and the Grantee be construed as general partners of each other and neither shall have the power to bind or obligate the other, except as set forth in the grant agreement. The grant agreement is not assignable by the Grantee without the prior consent of CEG, which consent shall be at the sole discretion of CEG.
14. Nothing contained in the grant agreement shall be deemed or construed to obligate CEG on any accounts, debts or obligations of the Grantee.

Revised: 01/29/2020