

Grant Agreement

GRANT #

ORGANIZATION ('the Grantee'):

GRANT AMOUNT:

GRANT PERIOD: Spring Granting Cycle (January) Summer Granting Cycle (June)

PROJECT NAME:

Shuswap Community Foundation and the Grantee are entering into this Agreement to establish the terms of a Foundation grant to the Grantee. This Agreement governs the grant for the project as described in the application, as well as the relationship between the Shuswap Community Foundation ('the Foundation') and <<Organization Name>>('the Grantee')

1. Purpose of the Grant

1. This grant is to be used only for the purposes described here and in accordance with the activities, outcomes, budget, and financial information provided in the approved project's application.
2. The Grantee agrees that the grant funds will be used in accordance with the budget submitted.
3. The Grantee is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

2. Project Partnerships (Registered Charity ('the Grantee') and Non-Profit (unregistered) Group)

1. It is understood that the Grantee and a non-profit group who have entered into a Project Partnership Agreement for this project agree to the following:
 - a) that grant funds will be used for specific purposes as stated in the Grantee's own mandate and objectives,
 - b) the Grantee retains control and discretion as to the use of the funds,
 - c) the Grantee and unregistered group agree to maintain all aspects of this Grant Agreement in its relationship and the management of this project,
 - d) the Grantee is to ensure that the project is completed as described in the approved grant application,
 - e) individuals with signing authority for both the Grantee and the unregistered group are required on this Agreement (see signature page).

3. Project Evaluation Report and supporting documents

1. The Grantee agrees to furnish to the Foundation a Project Evaluation Report on the manner in which the grant funds were spent and progress made in accomplishing the grant's purposes.
2. The Grantee will provide as part of the Project Evaluation Report an accounting of the project including a financial statement and copies of receipts for items listed in the project's budget.
3. The Grantee is responsible for notifying the Foundation in a timely manner if:
 - a) there is a significant variance in the project financially or in timeline as outlined in the grant application
 - b) there is any reason to believe that the project may not achieve the objectives declared in the application
4. The Grantee agrees to provide photos, videos, news clippings or other information that show what you have achieved with this project.
5. The Grantee agrees that any photos or videos submitted will be on the understanding that they become the property of the Foundation and permission is given from the grantee and the persons in the photos or videos for use by the Foundation for publicity including social media areas as the Foundation's website, Annual Report and Annual Community Meeting, Facebook page, Twitter, and newspaper articles.

4. Legal Provisions

4.1 Continuance of Laws & Guidelines:

The Grantee shall ensure that all activities and objectives related to the funded project comply with all federal, provincial/territorial and municipal laws and regulations, as well as related laws or guidelines with respect to environmental matters. All other applicable legislative, regulatory and constitutional requirements still must be fulfilled.

4.2 Full Responsibility

The Grantee takes full responsibility for all proceedings and activities undertaken in relation to the project governed by this Agreement, including all matters related to liability. The Grantee shall indemnify and save harmless Shuswap Community Foundation, as well as their related employees and agents, from all claims, demands, actions and other proceedings that are related in any way to the funded project, including injury or death, environmental effects, and damage to (or loss of) property, whether arising directly or indirectly from any activity related to the Foundation. The Grantee will have full responsibility for any lawsuit in which they are named.

4.3 Default and Remedies

Where there is or is likely to be a default under this Agreement, the Foundation may rescind the Agreement and require repayment of the amount paid.

A 'default' could consist of one of the following cases:

- The Grantee is no longer eligible under the Eligible Criteria of the Foundation's Guidelines.
- The Grantee declares bankruptcy or insolvency
- The Grantee experiences a change that would jeopardize the success of their project
- The Grantee has made a false or misleading statement or representation in respect of any matter related to this Agreement; or
- An element of the Agreement has not been respected.

4.4 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Foundation and the Grantee agree to make a good-faith attempt to settle the dispute.

4.5 Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Income Tax Act, as amended, and the regulations issued therein.

Signatures below denote our understanding and compliance to the above listed items.

Registered Charity:

Name: _____ Title: Chair (President)

Signature: _____

Name: _____ Title: Director or Executive Director (with signing authority)

Signature: _____

Non-profit Group:

Name: _____ Title: Chair (President)

Signature: _____

Name: _____ Title: Director or Executive Director (with signing authority)

Signature: _____

Please sign this Grant Agreement and return the entire original to SCF within ten (10) days of receipt. Please keep a copy for your records. Once the signed Grant Agreement is received in our office, the grant monies will be dispersed.