



Community Foundation
of Campbellford/Seymour
and Northumberland

GRANT TERMS AND CONDITIONS

The Community Foundation of Campbellford/Seymour and Northumberland ("Community Foundation") is pleased to offer a grant to your organization ("the Grantee"). The grant is subject to your acceptance of the following terms and conditions:

1. General

- Upon the terms and conditions stated herein, and any special conditions noted in the attached schedules, and upon the signing of the Grant Agreement, the Community Foundation shall provide the Grantee with funds in accordance to the payment schedule.
- The period of the grant is as stated in this Grant Agreement or as subsequently altered by the Community Foundation.

2. For Registered Charities - Maintaining Charitable Registration Number

- By signing the Grant Agreement, the Grantee represents, warrants, acknowledges and confirms that the organization is in good standing with Canada Revenue Agency.
- The Grantee also represents and warrants that the Grantee:
 - is not in breach of any laws in Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order
 - will maintain its current charitable status for the duration of the grant, and
 - will comply with the provisions of the Income Tax Act and its Regulations that apply to the Grantee.
- The Grantee will immediately inform the Community Foundation of any change in, or challenge to, the Grantee's charitable status.

3. For Non-Qualified Donees (Non-charities, Cooperatives, Community Organizations)

- By signing this Grant Agreement, the Grantee represents, warrants, acknowledges and confirms that the organization is in good standing with its registration as a not-for-profit or cooperative organization (if applicable), or as a community service group or association, that it has been in existence for more than one year and can demonstrate a capacity to manage and execute projects and/or programs that have a charitable purpose.
- The Grantee also represents and warrants that the Grantee:
 - is not in breach of any laws in Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order
 - will maintain its current registration status (if applicable) for the duration of the grant, and
 - will comply with the provisions of the Income Tax Act and its Regulations that apply to the Grantee.
- The Grantee will immediately inform the Community Foundation of any change in, or challenge to, the Grantee's organizational status.

Special Conditions

- This grant may be subject to the fulfillment of special conditions, if any, set forth in Schedule A attached hereto.

4. Use of Grant Funds

- This grant is made only for the purposes described in the Grantee's grant application and any revision of the purposes that might subsequently be approved in writing by the Community Foundation.
- The grant (and any interest earned on it) may not be used for any other purpose without prior written approval of the Community Foundation. In the absence of express permission from the Community Foundation, expenses charged against this grant must be incurred after the Community Foundation Board of Directors approval date set out in this Grant Agreement. Any part of the grant (and any interest earned on it) not expended or committed for the purposes approved by the Community Foundation and within the period for which the grant is given shall be returned to the Community Foundation within sixty days of the end of the grant period or any authorized extension thereof.
- The Grantee shall not, without specific permission to do so, carry forward a "reserve account," regardless of how such an account may be characterized in the books and records of the Grantee.
- No salaries, remuneration or stipends shall be paid by the Grantee from the grant unless clearly specified in the approved grant application or otherwise specifically approved by the Community Foundation.

5. Quotes

- A minimum of two quotes is required for all project/program expenses valued at over \$250. If two quotes cannot be supplied, an explanation about a single source supplier must be provided.
- In an effort to support the Northumberland "Buy Local" campaign, we expect that local merchants be provided an opportunity to quote on all supplies required for the project or program, and that if the quote is within 10% of the other quotes, the local merchant be selected.

6. Modification

- The Community Foundation is committed to monitoring all grants to ensure that funding is used for the purposes for which it was approved. Close monitoring and prudent decision-making concerning the use of the Community Foundation's funding by grantees ensures the Community Foundation's accountability for, and appropriate use of public funds.
- The Community Foundation will consider a request for reallocation of grant funds, provided the grant or grantee is in good standing, expectations have been met, and that the reallocation request is within the scope of the originally approved outcomes for the grant. **Request for reallocation must be submitted to the Community Foundation by email.**
- The grantee must report any budget reallocation in their next progress and/or final reports.

7. Violation of Agreement

- In the event that the program or project funded by this grant is cancelled or substantially modified, in the absence of specific agreement to the contrary, approval for the grant shall be deemed to be withdrawn and any instalments paid to the Grantee shall be refunded to the Community Foundation forthwith.

8. Records

- The Grantee is responsible for the expenditure of the grant and for maintaining adequate supporting records that clearly show the receipt of grant funds and how the money has been spent.
- All records and supporting documentation will be available for inspection by the Community Foundation.
- Records of grant receipts and expenditures will be kept for at least six (6) years after the grant ends. Copies of all reports and supporting documentation submitted to the Community Foundation will also be kept for at least six (6) years after the completion of the Grant.
- First time grantees are required to submit receipts for all expenses with the final report.

9. Reports

- All reports will be submitted electronically using the Community Foundation's reporting forms.
- Within 30 days of completion of the project/program the Grantee shall submit an Impact & Accountability Report electronically, which includes a financial report detailing all expenditures of the grant project/program.
- The Community Foundation may request interim reports from new grantees, and will request interim reports for the Job Opportunity for Youth grant program.
- If the Community Foundation does not receive interim or final reports in a timely manner, payments will be withheld until the late reports are received, and considered by the Community Foundation to be satisfactory.
- The Community Foundation may terminate this Grant Agreement if any such report is not received within sixty (60) days of the date on which it was due.

10. Evaluation and Audit

- The Community Foundation may conduct or commission an evaluation or audit of the grant. The Grantee will participate in any such evaluations or audits and make the Grantee's records, books supporting documentation, and reports available to the Community Foundation personnel or consultants.

11. Copyright

- Published materials resulting from this grant may be copyrighted by the Grantee or by the author in accordance with the policies of the Grantee. The Community Foundation reserves the right to use such publications without payment of royalties. The Grantee shall notify any potential publisher of this right.

12. Capital Acquisitions

- The Community Foundation may, upon completion of the grant period, or earlier, at its discretion, take title to assets acquired with grant funds.

13. Recognition of the Community Foundation Grant

- The grantee has received and read the Community Foundation's Recognition Guidelines, as outlined in the Grant Applicant Guide, which may be amended from time to time, and the Grantee agrees to comply with these guidelines.

14. Compliance with Applicable Legislation

- In carrying out the project or program funded by this grant, the Grantee agrees to comply with all applicable legislation including federal and provincial laws and municipal bylaws, and including, without limiting the generality of the foregoing, the Charter of Rights and Freedoms, federal and provincial human rights legislation, and **applicable employment legislation**.
- Failure to comply with the condition set forth in this paragraph shall constitute default and the Community Foundation shall have no further obligation to provide any balance of the grant and the Community Foundation shall also have the right to reclaim in its entirety all grant advances forwarded to the Grantee in connection with this grant.

15. Payment of Grant Funds

- The Community Foundation will pay grant funds according to the Payment Schedule stated in Schedule A attached hereto.
- The Community Foundation will not release the first payment until the appropriately signed Grant Agreement is received electronically.
- The Community Foundation may temporarily withhold grant payments or terminate this Grant Agreement if, in the Community Foundation's opinion, it:
 - is not satisfied with the Grantee's progress
 - determines that the Grantee is unable to complete the Grant in a satisfactory manner
 - determines that the Grantee is not complying with one or more of the Community Foundation's grant criteria or specified conditions that relate to the Grant, or
 - determines that continuing the Grant is not in the community's best interest.

16. Signing Grant Agreement

- The Grant Agreement will be forwarded electronically, and is to be signed by the appropriate signing authority.