

Standard Project Grant Agreement

Date of Agreement:

Grantee:
Purpose of Grant:
Total Amount of Grant:
Award Date:
Grant Period:
Payment Schedule:

This grant is awarded by the Dyson Foundation subject to the following terms and conditions:

- A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(l), (2), or (3) of the Internal Revenue Code (the "Code"), and Grantee will inform the Dyson Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B. This grant may be used only for Grantee's charitable and educational activities. While the Dyson Foundation understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any Dyson Foundation grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without the Dyson Foundation's prior written approval. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Dyson Foundation may request that Grantee return any grant unexpended grant funds remaining at the end of the project period.
- C. Grantee will provide to the Dyson Foundation an Annual Report and Audited Financial Statements at the end of Grantee's current fiscal year.

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- D. Grantee will provide promptly such additional information, reports and documents as the Dyson Foundation may request and will allow the Dyson Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the Dyson Foundation.
- E. Grantee will allow the Dyson Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Dyson Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.
- F. The Dyson Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Dyson Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Dyson Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to the Dyson Foundation, or this grant.

Grantee's deposit, negotiation or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for the Dyson Foundation's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Dyson Foundation's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

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