

Iowa West Foundation Grant
Terms and Conditions

1. **Eligible Organization:** 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)(1), (2), or (3) of the Internal Revenue Code (the "Code"), or a governmental entity. Additionally, Grantee shall inform the Iowa West Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
2. **Incorporation of Grant Request:** The grant request proposal submitted by the Grantee to the Foundation is hereby agreed to be an integral part of the Agreement. It is expected that the Grantee will complete the work identified in their application, as restricted by the Special Award Conditions.
3. **Purpose and Use of Funds:** The Grantee agrees that all funding disbursed under this Grant Agreement shall be used exclusively towards the attainment of the proposed activity as described in Grantee's grant request submitted to the Foundation, and subject to any Special Award Conditions described on the cover page.
 - a. Any change to the scope should be discussed with the appropriate grants program officer.
 - b. If at any time the Grantee should determine that achievement of the stated objectives is no longer feasible, for any reason, the Grantee agrees to notify the Foundation in writing immediately to initiate discussion on steps to be taken.
4. **Leveraging Funds:** The funding granted through this Agreement is based on a percentage of the expected project cost, per the Grantee's application. If the project or program decreases in size or scope post-award, the Foundation-funded portion may not exceed the approved percentage, without prior Foundation approval.
5. **Unexpended Funds:** The Iowa West Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.
6. **Misuse of Funds:** 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.
 - a. Grant funds may not be used for activities or purposes prohibited in the Grant Eligibility and Restrictions section of the Iowa West Foundation Policies and Procedures (www.iowawestfoundation.org/grantmaking).
 - b. Nor may funds be used for any activity or purpose prohibited by the Internal Revenue Code (such as insurance/private benefit) or other state/federal law.
7. **Term of Agreement:** This Agreement is effective during the time period specified under the Term of Agreement, unless terminated earlier in accordance with this Agreement. It is agreed that all activities financed with Foundation funds (including for the purposes of calculating the grantee match) will be completed within the period of the grant unless Iowa West Foundation provides approval of an extension in writing.

8. **Termination:** *The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant, the content of any required written report, if grant performance standards are not met, or if Grantee spends grant proceeds for purposes other than those approved by the Foundation.*
 - a. *In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.*
 - b. *The Grantee also agrees to repay any funds that the Foundation determines to be misspent pursuant to the terms of the agreement. Further, the Foundation may terminate grant disbursements during the grant period if grant performance standards (activities and outputs) are unmet.*
9. **Modification:** *The Foundation may amend the grant Agreement from time to time. Modifications may be initiated by the Foundation or at the request of the Grantee. In either event, the final approval of the modification shall be issued in writing by the Foundation.*
10. **Ownership of Intellectual Property:** *All reports generated and data collected during this grant shall be considered the joint property of the Grantee and Foundation. This provision extends to third party evaluations conducted for the purposes of the grant and/or as may be required in this Agreement.*
11. **Performance Management:** *The Foundation will use a variety of mechanisms to stay informed of the Grantee's performance under the grant, and of general progress toward attainment of the grant objectives. These may include:*
 - a. *Feedback from key partners*
 - b. *Site visits by grants program officers*
 - c. *Meetings to review and assess periodic work plans and progress reports*
 - d. *Impact Reports*

During the grant period, Grantee agrees to permit the Foundation or its designated agent to inspect Grantee's premises, facilities, or the project where the grant is utilized. Grantee shall maintain records of receipts and expenditures involving the award and to make all related books and records available to the Foundation upon request.

12. **Financial / Progress Reporting:** *The Grantee agrees to submit required financial and progress reports ("Impact Report") to the Foundation. Grantee will be advised if an interim Impact Report is also required. The final Impact Report on use of funds and grant outcomes is due no later than 30 days after the contract expiration date and may be submitted early if the grant outcomes are achieved prior to the due date.*

The section 'Data Collection & Reporting Expectations' identifies which metrics are required for the final and interim progress reports. A web-link to an online Impact Report will be made available to grantee by Pam Bierce, Grants Coordinator, who is available to assist at (712) 309-3008 and at grantinfo@iowawestfoundation.org.