

Z. Smith Reynolds FOUNDATION

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Grant Resolution

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Z. SMITH REYNOLDS FOUNDATION

The purpose of this Grantee Acceptance and Understanding Form (the GAU Form) is to assure the Z. Smith Reynolds Foundation (Foundation) that the following grant meets all requirements of the Tax Reform Act of 1969 and amendments thereto:

Grant Resolution

By signing this GAU Form, the Grantee acknowledges and accepts this grant for payment at the appropriate time under the following conditions:

1. The Grantee confirms (1) that the Internal Revenue Service has determined it is an organization described in Section 501 (c)(3) of the Internal Revenue Code (the "Code") and is not a private foundation as defined in Section 509(a) of the Code, and that its determination has not been revoked; or (2) that it is a governmental agency. The Grantee will promptly notify the Foundation if the Grantee's tax-exemption status is revoked or modified in any way.
2. The Grantee certifies that all grant funds will be used for the actual, direct accomplishment of one or more charitable purposes within the State of North Carolina.
3. The Grantee will use this grant only for the purposes specifically set forth in the above section entitled **GRANT RESOLUTION**. Any portion of this grant not used for these purposes will be repaid to the Foundation. Any condition or purpose set forth in the Grant Resolution or in the GAU Form will take precedence over any conflicting provision in the proposal submitted by the Grantee. Unless otherwise stated in the grant resolution, the grant period shall align with the calendar year, beginning in January and ending in December. If the grant resolution indicates this grant is payable in any month other than January, or if the grant resolution indicates this grant is for more than one year, the grant period shall end in December of the final grant year, unless otherwise stated in the grant resolution.
4. This grant will be used only for expenses incurred during the grant period, unless a grant extension is requested by the Grantee and approved by the Foundation. Any portion of the grant not used for expenses incurred during the grant period or during any approved extended timeframe shall be returned to the Foundation at the conclusion of the grant period or authorized timeframe, as applicable.
5. If the Grantee desires to extend the period for grant expenditures beyond the grant period, the Grantee should contact the Foundation and request a Grant Extension Form. A Grant Extension Form will be placed in the grantee's online account. The Grantee should submit the Grant Extension Form at least one month prior to the end of the original grant period. After the Foundation has received the form, Foundation staff will notify the Grantee if the extension has been approved.
6. The Grantee will submit an Interim Report to the Foundation annually, or at such other intervals as reasonably requested by the Foundation. The Interim Report will describe the progress made in accomplishing the purposes of the grant and provide a financial accounting of grant expenditures in accordance with the agreement. (For more information, see Grant Payment(s) and Reporting Requirements later in this document.) Interim Reports must be approved by Foundation staff prior to disbursement of the next grant payment.
7. The Grantee will submit a full and complete written Final Report to the Foundation no later than three months after the end of the grant period. If the grant period is extended, the Final Report will be due three months after the end of the extended grant period. The Final Report will describe the progress made in accomplishing the purposes of the grant and provide a complete financial accounting of grant expenditures in accordance with the agreement. (See the Reporting Requirements section later in this document.) Records of receipts and disbursements related to the grant will be maintained by the Grantee for seven years after the end of the grant period, and such books and records will be made available to the Foundation or its representative upon request.
8. The Grantee confirms that (a) this grant is not earmarked to be used for lobbying or in an attempt to influence legislation, and (b) if this grant is a project-specific grant, total funding from the Foundation for such project does not exceed the amount budgeted by the grantee for non-lobbying activities for such project. If this grant is disbursed over a period of more than one year, the preceding requirements shall apply to each year of the grant, measured by the amount disbursed by the Foundation in each year.
9. The Grantee will not use any of these grant funds for any purpose or activity which would constitute a taxable expenditure under Section 4945 or a political expenditure under Section 4955 of the IRS Code, including without limitation

any activity that would constitute participation or intervention in any political campaign on behalf of (or in opposition to) any candidate for public office, or to undertake any activity or fund any expenditure for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

10. The Grantee accepts and will retain full responsibility for compliance with the grant terms and conditions. The Grantee confirms that the Foundation has not directed and does not have authority to direct funds from this grant to be distributed to any designated third party.

11. The person signing below certifies that such person has read this Grantee Acceptance and Understanding Form in its entirety and that such person has authority to execute this agreement on behalf of the Grantee.

IN WITNESS WHEREOF, this Grantee Acceptance and Understanding is duly executed on

* Date

* Acknowledgement Signature

By: (President or Other Authorized Official)

* Organization Name

Do not change name listed below. If organization's name is now different, contact the Foundation after submitting this form.

Address

City State Postal Code
 <None>

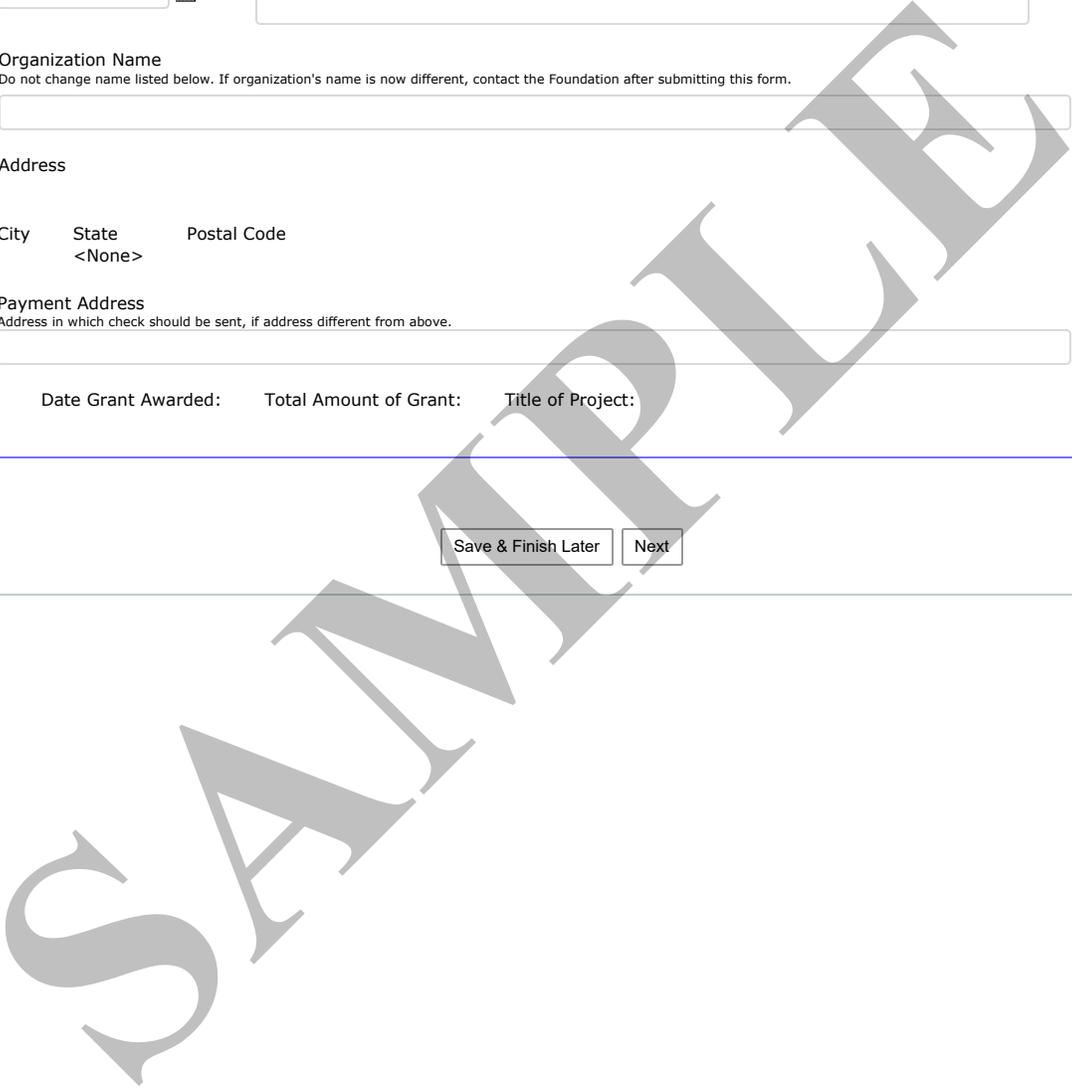
Payment Address

Address in which check should be sent, if address different from above.

Date Grant Awarded: Total Amount of Grant: Title of Project:

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Grant Schedule

To Access Your Online Grant Account:

Please note that all forms referenced in this document will be accessed in the manner described below.

- Under **For Grantees** from our website, select the link **Access your online account** to log into your account. Enter the same email and password used when completing your grant application.
- Select Requirements in the top left-hand corner. The Grantee Acceptance and Understanding Form is listed. Open the Form, read thoroughly, complete, and submit.
- Once any requirement form has been initially opened and closed, but not submitted; to reopen the form, under the drop-down box, select In Progress.
- *If your email address has changed or is different from the email address used when submitting the application, please contact the Foundation at 336-725-7541.*

Grant Schedule:

The following information is intended to provide guidance on the grant term of the grant award.

Grant Start Date: Unless otherwise stated in the Grant Resolution on page one of this document, the grant start date is July 1, 2020. If the Grant Resolution on page 1 of this document indicates the grant is payable any month other than July 2020, then the start date is the first day of the month indicated. A grantee may use grant funds for work expenses that begin in the month the grant starts.

For example, if the Grant Resolution states "This grant is payable beginning in July 2020," then the grant period starts on July 1, 2020 and grant funds may be used to cover work expenses for the purpose of this grant that are incurred beginning July 1, 2020.

If this change in Foundation policy regarding the grant start date poses a challenge for you, please contact your Program Officer directly before signing this GAU Form.

Fund Availability Date: Unless otherwise stated in the Grant Resolution, for grants awarded in May 2020, funds are available in July 2020. When the Grant Resolution indicates the grant is payable in a month other than July 2020, then funds become available in the months indicated.

Grant End Date: The grant period begins on the start date as noted above, and ends at the end of the term noted in the Grant Resolution (e.g. one year, 18 months, etc.), unless otherwise stated in the Grant Resolution.

Rescission Date: Grants will be rescinded automatically if payment has not been requested within 18 months of the Grant Start Date. For example, grants that start July 1, 2020 for which payment is not requested by December 31, 2021 will automatically rescind.

Grant Extension (refer to #5 from Grant Resolution tab):

- If grant has already been paid, an extension request must be made **at least one month prior** to the Grant End Date.
- If grant has not yet been paid, an extension request must be made **at least one month prior** to the Grant Rescission Date.

Grant Period: The grant period is the Grant Start Date to the Grant End Date.

For example, if it is a two-year grant with a Grant Start Date of July 2020 then the Grant End Date is June 30, 2022.

For example, if it is a 30-month grant with a Grant Start Date of July 2020, then the Grant End Date is December 31, 2022.

Reporting Requirements:

Please refer to the Grant Resolution on page one to determine when this grant is payable and the length of the grant period.

Interim Reports:

Grantees receiving a grant for a grant period longer than one year, shall submit an Interim Report in the 11th month of each year of the grant period. The Interim Report must be received and approved by the Foundation before the Foundation will release any payments after the first payment.

In the Interim Report, the Grantee will describe progress made in accomplishing the purposes of the grant and provide a financial accounting of grant expenditures in accordance with the agreement.

1. **Grants with two payments:** An Interim Report is due eleven (11) months from the start of the grant period. After the first payment is disbursed, an Interim Report will be provided in the Grantee's online Grant Account. This applies to grants with a grant period of over one year.
2. **Grants with three payments:** An Interim Report is due eleven (11) months from the start of the second year of the grant period. After the second payment is disbursed, an Interim Report will be provided in the Grantee's online Grant Account. This applies to grants with a grant period of over two years.

Example 1: A Grantee awarded a two-year grant that begins July 2020 must submit an Interim Report in May 2021.

Example 2: A Grantee awarded a 30-month grant that begins in July 2020 must submit an Interim Report in May 2021. This same Grantee must submit an Interim Report in May 2022.

In both examples, the Interim Report must be received and approved by the Foundation before the next grant payment will be made.

Progress Reports:

When the Grantee is applying for a new grant, the Grantee shall submit a Progress Report on any active grant(s) that are 24-months or longer. If a Progress Report is required, shortly after receipt of the new application the Progress Report form will be made available in the Grantee's online grant account. The Progress Report form is due on the date specified in the report.

Final Reports:

All Grantees shall submit a Final Report that is due no later than three months from the end of the grant period. If Foundation staff have approved an extension of the grant period, the Final Report form shall be due no later than three months from the end of the extended grant period. The Final Report form will be provided in the Grantee's online account after the last payment is disbursed.

In the Final Report, the Grantee will describe progress made and outcomes of the grant and will provide a complete financial accounting indicating how the grant funds were expended in accordance with this agreement. Any unspent funds in excess of \$25.00 shall be returned to the Foundation. If all funds have been disbursed and spent before the due date of the Final Report, a Final Report may be submitted earlier.

Grant Payment(s)

Grant Payments:

Please refer to the Grant Resolution on page one to determine when this grant is payable, the length of the grant period and whether grant payment is contingent or conditional upon further actions by the Grantee.

Directly following the Board of Trustees' meeting, the Foundation reserves a limited amount of time for legal processing before comprehensive notification of the grant award is emailed and funds become available. For grants approved in May 2020, funds should be available in July 2020 unless otherwise indicated in the Grant Resolution on page one of this document.

All Grantees must complete and submit online the GAU Form in order to receive payment. Upon receipt of a completed GAU Form, the Foundation will release funds to the Grantee in July 2020 unless otherwise indicated in the Grant Resolution. **In order to receive timely payment, Grantees should read, complete and submit the GAU Form when it is available in their online Grant Account in June 2020.** If the Grantee does not complete and submit the GAU Form in a timely manner, this may delay the release of grant funds. If the Grant Resolution indicates the grant is payable in a month other than July, the Foundation will make payment in that month, once the GAU Form is received.

- **For example,** if the Grant Resolution on page one of this document states "This grant is payable beginning in July 2020," the Grantee should read, complete and submit their GAU Form in June 2020 when it becomes available, and the Foundation will then release the grant payment to them in July 2020.

If the grant is conditional or contingent, all conditions and contingencies must be met before payment will be issued. Refer to the Grant Resolution on page one to determine if the grant payment is conditional or contingent upon the Grantee taking other actions. Examples of conditions or contingencies include a requirement to raise matching funds to draw down a portion of the grant, or a requirement to submit and have approved a Board Diversity plan before the grant is payable.

If the grantee has received previous grants from the Foundation, any past due reports must be submitted online to the Foundation before release of any funds from the new grant.

Multi-Year Grant Payments:

Please refer to the Grant Resolution on page one to determine the number of months or years of the grant period.

The Grantee must submit a completed GAU Form to receive the first payment of the grant.

For grants longer than one year, payments following the first payment will be released once the Grantee has submitted the Interim Report and it is approved by Foundation staff, assuming all other reporting and contingency requirements have been met. An Interim Report form will be provided in the Grantee's online account.

1. **To receive a second payment** - the Foundation requires that the Grantee submit an **Interim Report** eleven (11) months from the start of the grant period. Once the Interim Report has been received and approved by Foundation staff, the second payment will be disbursed. This applies to grants that are longer than one year.
2. **To receive a third payment** - the Foundation requires that the Grantee submit an **Interim Report** eleven (11) months from start of the second year of the grant period. Once the Interim Report has been received and approved by Foundation staff, the third payment will be disbursed. This applies to grants that are longer than two years.

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Diversity Requirement

Diversity Requirement: (see [Our Commitment to Using a Racial Equity Lens](#))

In determining an acceptable level of organizational board diversity, the Foundation will look at the geographical area that the organization purports to serve. The expectation is that the organization will make reasonable efforts to have a governing board that reflects the racial and ethnic make-up of the geographic area it serves.

The following are a series of action steps to be taken by the Foundation when the governing board of a grantee organization does not have a racially/ethnically diverse governing board that is reflective of the geographic area served by the organization.

1. **The Foundation will notify the Grantee via email indicating concern over the lack of racial diversity of its board and will provide a Diversity Plan Form in its online account.** The Foundation recognizes that a first step towards racial equity is ensuring that organizations we support have a governing board that reasonably reflects the racial composition of the area that your organization serves. On the Diversity Plan Form, the organization is to respond with a written plan detailing how it intends to address the issue of board diversity including a reasonable timeline for achieving the organization's diversity goals.
2. If the organization, in good faith, determines that it will take more than one year for its governing board to become appropriately representative, then the organization's plan must set out what steps the organization will take in the interim to be inclusive and to take into account the views and needs of diverse communities while it is implementing its diversity plan.
3. **Grant funds will not be disbursed until the written plan is submitted to the Foundation and approved by the Executive Director or the Executive Director's designee.** The Executive Director will report to the Board of Trustees a list of organizations requested to submit a written plan.
4. The Foundation may ask the organization to provide a Diversity Plan Update.

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Matching Requirements

Matching Requirements:

If the grant resolution requires that the Grantee (1) must match the funds granted by the Foundation, or (2) must raise additional funds, these conditions will be satisfied when the matching or additional funds are in hand or pledged, provided such pledges are reasonably considered to be firm and binding on the part of those making such pledges. **When a match is required, the organization must have met the full match amount before the matching portion of the grant will be released. To view a sample copy of the Matching Grant form, visit our website at www.zsr.org under For Grantees.**

From your online account, a Matching Grant Form(s) will be provided for your completion and submission at the appropriate time. (If the grant is a multi-year grant and each year requires a match, more than one Matching Grant form will be provided in your online account.) Once the Matching Grant Form has been received and **deemed acceptable by Foundation staff**, the funds will be released. For additional info, visit www.zsr.org under **For Grantees**. Grantees must comply with the matching rules listed on the website, which may periodically be amended.

1. Unless otherwise stated, a match must be met by raising "new money". "New money" is defined as funds raised from sources which have not previously contributed to the organization or funds contributed by a donor in excess of the donor's prior contribution. For example, if a donor has previously contributed \$100 and now contributes \$150, then \$50 of that amount would be considered new money. "Not previously contributed" means that the donor has not made a contribution in the three most recently completed fiscal years.
2. If the grant is to be matched on a ratio basis (i.e., 2-for-1, 3-for-1, etc.), Grantee will have eighteen (18) months from the date funds are available for release in which to meet the matching requirements unless otherwise stated in the grant resolution. (For **one-year grants** awarded May 2020, funds are available July 2020 and the match must be met before December 31, 2021. For **two-year grants** awarded May 2020, funds are available July 2020 and the first-year match must be met before December 31, 2021. Therefore, the second-year match must be met before December 31, 2022.) Matching funds will include only those amounts secured on or after the date of the Foundation's Grant Resolution.
3. In-kind contributions, whether in the form of provision of staff, space, equipment or labor, may be considered in meeting the matching requirements if they reduce the actual amount required in the budget submitted to the Foundation and on which the Foundation based its matching requirements. If using in-kind contributions to meet a match, please contact the appropriate Program Officer prior to submitting the Matching Grant Form. In-kind contributions can only be applied to project support grants, not general operating support grants. Increasing staff time on a project is not considered to be an in-kind contribution.
4. If a grantee proposes to meet a match with a pledge of a contribution, instead of funds already received, an upload box within the **Matching Grant Form** in the grantee's online account has been provided for one of the following:
 - the Board Chair of the grantee organization must upload in the Matching Grant Form a copy of the grant letter from an awarding foundation,
 - or**
 - a letter, to Z. Smith Reynolds Foundation, from the individual (source of the pledge) showing commitment to pay the pledge, must be uploaded in the Matching Grant Form,
 - or**
 - a letter stating that the pledge has been received and that the organization expects for the pledge to be paid **AND** a letter from the grantee's board chair must be uploaded in the Matching Grant Form.
5. The matching portion of a grant may not be paid incrementally unless specifically approved by staff. This means, as a general rule, that the Foundation will not pay the matching funds until the entire matching amount has been raised by the Grantee.

Budget Changes

Budget Changes:

In the event the budget submitted by the Grantee to the Foundation, upon which the Foundation's grant was predicated, needs to be modified during the course of the grant due to the size of the Foundation's grant, the availability of funds from other sources, or other compelling circumstances, the revised project budget and objectives shall be submitted to the Foundation through **documents@zsr.org** at the time such changes are approved by the Grantee's Board of Directors or duly authorized staff member of the Grantee organization.

Any modification of Grantee's budget or objectives which would substantially alter the proposed activities or outcomes of the grant shall be reviewed and approved by Foundation staff. This approval must occur prior to release of funds to the Grantee if the modification is known to the grantee at that time.

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SAMPLE