



GRANT CONDITIONS & AGREEMENT

Grantee agrees that the funds provided pursuant to this grant may be disbursed only in accordance with the following conditions:

1. The grant period is a fiscal year from July 1 through June 30.
2. Grant funds will be distributed monthly unless another schedule is otherwise agreed upon by the Grantee and the Foundation.
3. Grantee will notify the Foundation as soon as possible of any material changes in the program funded by the Foundation. Examples of material changes include, but are not limited to:
 - a. change of key personnel, contact person, telephone number or office location;
 - b. change in tax status;
 - c. questions raised in any financial or operational audit conducted in-house, by an independent organization or by any governmental agency, such as the IRS or similar state agency;
 - d. changes or additions to the scope of activities of the grantee organization; or
 - e. variances in grantee's budget.
4. Grant funds will only be used for the public, charitable purposes specified in the grantee's application for funds, and no portion of the grant funds, including any interest earned thereon, will be used for any other purpose.
5. Any grant funds which are not expended or committed for the purposes of the grant within the fiscal year will be returned to the Foundation within 60 days of the end of the fiscal year. Extensions may be approved by the Executive Director of the Foundation.
6. Although Foundation grant funds do not need to be physically segregated, please show the funds separately in your financial records for ease of reference and verification. Records of receipts and disbursements under the grant, as well as copies of reports submitted to the Foundation, must be retained by the grantee partner for at least four years following completion of the grant year.
7. If a line in the grant budget requires an amendment of \$1,000 or more, please notify the Executive Director of the Foundation.
8. New grantee partners and on occasion, returning grantee partners will have to submit an interim report to the Foundation showing use of the funds awarded for the first six months of the grant period. The foundation will provide the format to the organizations and will give the organizations sufficient notice of the need for the report and time to complete it.
9. Final reports are required and the format will be provided. The report will request information regarding how the grant funds were spent and the progress made in accomplishing the grant's purposes. Extensions may be approved by the Executive Director of the Foundation.
10. Foundation grant funds cannot be used for:
 - a. Any political campaign; or,
 - b. Support to influence promulgation, consideration or passage of legislation or regulation by any governmental body unless a waiver to conduct such lobbying activities is requested and approved by the Foundation Board of Directors. The specific nature of the intended lobbying activities must be presented to the Foundation Board of Directors and approved in advance. Violations of the waiver agreement will require a return of grant funds to the Foundation.



11. Grant award amounts are contingent upon the availability of funds the Foundation can distribute and may be rescinded if suddenly become unavailable for use by the Foundation. In the event that the payment of an award is restrained or otherwise precluded by any court order or delayed, deferred or withdrawn by SCBF in its sole discretion, the Grantee acknowledges that SCBF is not responsible or liable for any losses, claims or damages, special or consequential losses or damages, loss of anticipated revenue, recoveries, or collections, or any other financial or economic loss, however caused, arising out of the non-payment of an award, or any portion thereof.
12. The Foundation may rescind funds allocated if grantee fails to comply with this agreement. Grantee agrees that if its organization ceases to exist or operate or the project or program funded by this grant is abandoned or otherwise not completed, the Foundation will be immediately notified and all unused grant funds will be returned to the Foundation.
13. Grant awards are discretionary decisions made collectively by majority vote of the Foundation Board of Directors.
14. Grantee agrees to acknowledge the South Carolina Bar Foundation as a funder in program-related materials.

We agree and affirm the above:

Name of Executive Director and Title

Name of Board Chair or equivalent and Title

Signature

Signature

Date

Date