

THE FOLLOWING AGREEMENT IS PART OF THE GRANT APPLICATION PROCESS. NO DECISION WILL BE MADE UNTIL CAF AMERICA HAS REVIEWED YOUR SUBMISSION. IF CAF AMERICA DECIDES TO MAKE A GRANT TO YOUR ORGANIZATION, AN AUTHORIZED REPRESENTATIVE OF CAF AMERICA WILL SIGN THIS AGREEMENT AND RETURN A COPY TO YOU. THE AGREEMENT IS NOT LEGALLY EFFECTIVE UNLESS IT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CAF AMERICA.

AGREEMENT

On behalf of _____ (“the Organization”) I agree that any funds which Charities Aid Foundation America, Inc., (“CAF America”) may grant to the Organization during its Eligibility Period (defined below) (collectively, the “Grants”) will be used as follows:

- The Grants, any income earned on Grant funds, and any capital assets created, developed, or acquired with the Grant funds will be used only for charitable purposes, specifically to fund the charitable activities described in the Grant Purpose section of the Organization’s Grant Eligibility Application (“GEA”) and only for expenses incurred after the payment of this grant.
- All Grant funds and income thereon must be maintained in a separate account dedicated to conducting the charitable activities described in the Grant Purpose section of the Organization’s GEA, either as (1) a physically separate bank account, or (2) a separate bookkeeping account maintained as part of the Organization’s financial records.
- The Organization will provide CAF America with annual written reports, signed by an officer of the Organization, describing its use of the Grants provided by CAF America each fiscal year. Such written reports will discuss the Organization’s compliance with the terms of the Grants, the progress made in accomplishing the purposes of the outstanding Grants during that fiscal year, and any changes to the information submitted in this GEA. Such reports shall be due 4 months after the end of the Organization’s fiscal year. CAF America will continue to collect a report for each fiscal year thereafter in which the Organization has unexpended funds from the Grants. CAF America reserves the right to modify this reporting schedule.
- The Organization shall only report on expenditures related to CAF America grant funds. Expenditures from other grantors should not be included on grantee reports submitted to CAF America.
- The Organization will not use the Grants, directly or indirectly:
 - o to carry on any propaganda or otherwise attempt to influence legislation;
 - o to influence the outcome of any specific public election or to carry on any voter registration drive;
 - o to induce or encourage violations of law or public policy or to cause any improper private benefit to occur;
 - o to provide tuition, medical expenses, or other economic benefits to a donor, a donor’s advisor, or a member of a donor’s family;
 - o except as provided in a separate written agreement with CAF America, (i) to make any grants to individuals or organizations, (ii) to create, develop, or acquire any capital asset worth more than \$5,000 with a useful life of over one year, or (iii) to conduct activities in (or travel to or from) the United States (unless the Organization is a U.S. entity);
 - o or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
- The Organization does not knowingly employ individuals or contribute funds to organizations that the Organization otherwise knows to support terrorism or to individuals or organizations found on any terrorist-related list promulgated by the U.S. Government, the United Nations or the European Union, including the Department of Treasury’s Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice’s Terrorist Exclusion List and the list annexed to Executive Order 13224.
- The Organization warrants that it does not and will not use Grant funds to (i) make any illegal payments directly or indirectly to government officials, political parties, or political candidates outside the US, (ii) make any other payments to such persons (or to others knowing that they will use the funds to make payments to such persons) that would cause CAF America or any other person to violate the United States Foreign Corrupt Practices Act of 1977 as amended.



FULL SERVICE GLOBAL GRANTMAKING

- The Organization will maintain records of receipts and expenditures of the Grant funds for a period of seven years after the Grant funds have been expended. The Organization will make such records available to CAF America for inspection, upon request. CAF America may monitor and conduct an evaluation of operations under the Grants, which may include a site visit arranged by CAF America to observe the Organization’s program, discuss the program with the Organization’s personnel and review financial records and other materials connected with the activities financed by the Grants. If CAF America is not satisfied with the quality of the work done or the progress made under the Grants, or determines that the Organization is not capable of satisfactorily completing the Grants, CAF America may, in its sole discretion, withhold payment of Grant funds, or declare the Grants terminated.
If the Organization is dissolved, if the Grants are terminated, or if the Organization is otherwise unable to use the Grants for the activities described in the Grant Purpose section of the GEA, the Organization will promptly return any unexpended grant funds to CAF America.
The Organization and its authorized signatory certify that the responses to this Grant Eligibility Application are true and complete. If they are not, CAF America may declare the Grants terminated and require repayment of some or all of the Grants.
If any portion of the Grants is used for any purpose other than those described in the Grant Purpose section of the GEA, the Organization will promptly notify CAF America. CAF America will withhold any further payment of Grant funds until it has received assurance that the Organization has taken appropriate precautions sufficient to prevent future misuse from occurring. In addition, CAF America may require the Organization to repay some or all of the Grant funds.
The Eligibility Period ceases, and this agreement shall be considered terminated, two-three years after the parties execute this agreement, except to the extent CAF America extends or shortens such eligibility period (and this agreement) in its own discretion. The Organization represents, warrants, and undertakes that the facts stated in this GEA, and such updates to those facts that the Organization may submit from time to time in subsequent communications with CAF America, are accurate and complete.
The Organization acknowledges and accepts that the award of any Grant is a matter of CAF America’s sole and absolute discretion and that nothing in the GEA, these Grant Terms or any prior dealings with CAF America, imposes any obligation on CAF America to award any Grants. In particular, the Organization acknowledges that execution of these Grant Terms by CAF America merely indicates agreement and acceptance by CAF America that a necessary pre-condition to the award of any Grants (namely the agreement and acceptance by the Organization of these Grant Terms) has been satisfied.
The Organization understands that this Agreement does not confer upon the Organization any special recognition from, endorsement by, or affiliation with CAF America.
CAF America reserves the right to change these Grant Terms in the future, and such terms shall become binding upon the Organization if it does not object within 30 days after receiving notice of such changes. If the Organization objects and the parties cannot agree on suitable terms within 30 days, the Grants will terminate.
This Agreement is governed by the laws of the Commonwealth of Virginia and, with respect to the Grants, supersedes all prior agreements of the parties.

PLEASE SIGN BELOW. UNSIGNED APPLICATIONS CANNOT BE ACCEPTED.

Agreed and Accepted (Organization Name): _____

by _____ AUTHORIZED SIGNATURE its _____ POSITION OF SIGNATORY on _____ DATE

Agreed and Accepted: CAF America

by _____ AUTHORIZED SIGNATURE its _____ POSITION OF SIGNATORY on _____ DATE

If you provided an electronic signature, please check the box below.

[] I certify that by typing my name on the signature line I intend to sign the Agreement and be bound to the same extent as if I had provided a physical signature.