



**Sample Specific Project Grant Agreement Language**  
**Source Publication: *Investing in Change*, Appendix B**

This grant agreement details a one-year specific project grant from the Markham Foundation (Grantor) to the Alliance for Research and Education (Grantee), located at (address) to support Grantee's Preservation of Wildlife Habitats project.

**Project Term:**

The term of the project is one year beginning on January 1, 2005.

**Project Description:**

This project will seek to identify and preserve wildlife habitats in Upstate New York through the promotion of ecosystem conservation, sound management, and the preservation of sustainable natural landscapes through a combination of education, litigation, and advocacy.

The Grantor makes this grant subject to the following terms and conditions:

- (a) Grantee must repay to grantor any portion of this grant not used for the state purpose.
- (b) Grantee is an organization both exempt from tax under section 501 (c)(3) of the Internal Revenue Code (IRC) and an organization described in IRC section 509 (a)(1), (2), (3), which statuses have been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Grantee has filed with Grantor.
- (c) Grantee will utilize the grant's proceeds only for charitable and educational activities consistent with its tax-exempt status described above. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by section 501(c)(3) of the IRC or, if applicable, IRC sections 501(h) and 4911
- (d) Grantee will inform Grantor immediately of any change in its IRS tax-exempt status, proposed or actual, described in paragraph (b).
- (e) Grantee will submit quarterly written reports to the grantor on the disposition of the grant proceeds. The report should describe:
  - The goals set for the project during the grant period
  - Any progress or setback relative to these goals
  - Other funding received for this project and how it was used
  - The impact of project activities on the target issue(s)
  - Any modification of strategies in light of changing issues
  - Significant challenges and how they were dealt with
  - Major staff and programmatic changes
- (f) Grantee agrees to show these grants funds separately on its books; however, Grantee is not required to segregate these funds in separate bank accounts. All expenditures made for the purposes of the grant shall appear on Grantee's books. Grantee agrees to make such books and records available to Grantor at

reasonable times upon request and to keep copies of all books, records, and reports to Grantor for at least four years after the grant term has ended.

- (g) This grant is earmarked for the project identified in this grant agreement. The grant is not earmarked for transmittal to any other entity or person, even if the proposal or other correspondence expresses expenditure intentions. Rather, Grantee agrees to accept complete control of the grant and its disposition and responsibility for complying with the terms and conditions of this agreement.
- (h) This grant is not in anyway earmarked to support or carry on any lobbying or voter registration drive. Grantee hereby reaffirms that the project's current budget, attached to this grant agreement, accurately reflects Grantee's present intention to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee's current fiscal year.

By signing below, Grantee accepts and agrees to all terms and conditions set forth in this letter. Please retain a copy of this grant agreement and return a signed copy to Grantor by January 1. Upon receipt of a signed agreement, Grantor shall disburse the grant.

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_