



{{ Today }}

{{ Name of the primary contact during the grant review process. }}

{{ Organization Name }}

Dear {{ Name of the primary contact during the grant review process. }},

The Mimi Washington Starrett Foundation is pleased to inform you that a grant has been approved for {{ Organization Name }} in the amount of **{{ Amount Awarded }}** for **{{ Please indicate the type of funding you are requesting. }}** (the “Grant”).

This letter and the attached General Terms, Conditions and Understandings (the “General Terms”) which are incorporated into and made a part of this grant letter, outline the terms and conditions of accepting the Grant (this grant letter and the General Terms are referred to together as the “Grant Agreement” or “this Agreement”). Please read all the terms and conditions of this Grant Agreement carefully. Then please sign and return it no later than **date**. After your signed letter and contract have been received, you will receive the funds as outlined in the agreement.

The Grant Funds (as defined below) must be used specifically for the designated purpose(s) by July 1, 2027 (the “Term”). You must submit a written request to us and receive our written approval in advance if you wish to change the purpose of the Grant or if the funds are not expended with the timeframe as outlined in the agreement.

Upon signing this Grant Agreement, your organization agrees to notify the Foundation if there is any change in your public charity status. In addition, we may request a report on all expenditures from the Grant as outlined in this Agreement. As more particularly specified below, we may ask you to furnish us with a copy of all financial statements showing all expenses and the flow of the Grant Funds (as defined in the General Terms below).

By this Grant Agreement, as more particularly provided below, you also give the Foundation permission to use your organization’s name and any photographs, logos, published/printed information, images, intellectual property or other materials related to your organization (the “Grantee Marks”), without further notice or permission, in press releases and/or publications.

Congratulations on this recognition of your important efforts to make a positive impact in your community. We look forward to working with you.

Sincerely,

Sarah Ahart, President
Mimi Washington Starrett Foundation

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions in the Grant award letter dated **{{ Today }}**, to which these General Grant Terms, Conditions and Understandings are attached, incorporated into and made a part of, the Mimi Washington Starrett Foundation (the "Foundation") is awarding this Grant to you as the Grantee contingent upon the following:

1. Tax Exempt Status

1.1 Grantee must confirm that the organization is currently recognized by the Internal Revenue Service as a public charity described in section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code").

1.2 Grantee's tax-exempt status under sections 501(c)(3) of the Code has not changed since the issuance of the IRS determination letter which you provided to the Foundation.

1.3 There is no issue presently pending that could result in any proposed change to your tax-exempt status under Section 501(c)(3) of the Code, and you are not aware of any reason or basis to believe that any such change may occur in the future.

1.4 In the event that there is a change in your 501(c)(3) status during the Term, you must notify the Foundation in writing immediately.

2. Amount and Use of Grant Funds

2.1 Grant Amount – The Foundation will provide the Grant in the amount of **{{ Amount Awarded }}** (the "Grant Funds"), pursuant to i) the Grant Application dated **{{ Submitted Date }}** and ii) the final budget submitted with said application. The Grant is to be used solely for the purposes described in Paragraph 1.2 herein (the "Grant Project"). The Grant Funds may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the Grant Funds shall be used by Grantee solely in furtherance of the Grant Purposes (as defined below) or returned to the Foundation if not needed for the Grant Project (as defined below).

2.2 Grant Purposes – Grantee shall use all Grant Funds only for the purposes described in the Grant Application as approved by the Foundation. Grantee must obtain written approval from the Foundation prior to using any portion of the Grant Funds for any purpose other than described in the Grant Application.

2.3 Budget – Grantee shall utilize the Grant Funds in accordance with the final budget as submitted with the approved application. Grantee represents that the final budget is substantially the same as the original budget submitted in the Grant Application as adjusted pursuant to a prior agreement with and approved by the Foundation. No Substantial Changes in the budget may be made without prior written approval of the Foundation. "Substantial Changes" for purposes of this paragraph are changes that exceed 20% of the amount specified in the budget line item, or any change, individually or in the aggregate, greater than \$5,000.

2.4 Term – Grantee shall complete the Grant Purposes by the end of the Term unless the Foundation agrees in writing to an extension.

2.5 Grant Payment – Provided Grantee is in compliance with the terms of this Agreement, the Foundation, will pay the Grant Proceeds, via check or electronic transfer as agreed upon by the Foundation and Grantee, in total or in installments throughout the Term, as outlined in Attachment 1.

2.6 Prohibited Uses – No portion of the Grant Funds shall be used to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of any public election, to carry on a voter registration drive, or to make a grant that does not comply with the guidelines of the Foundation's grant application and award.

2.7 Additional Funding – To the extent not inconsistent with any confidentiality obligations to which you may be subject, if requested, you will provide the Foundation with a list of all individuals and organizations that provide financial or in-kind support to Grantee as co-funders of the project supported by this grant.

3. Reporting and Record Keeping Requirements

3.1 Record Keeping – Grantee shall maintain financial and other records that specifically show the use of Grant Funds exclusively for Grant Purposes. Grantee shall maintain such records for at least 3 years after the end of the Term. The Foundation shall have the right, upon reasonable notice, to conduct on-site visits and to review Grantee's records relating to the expenditure of the Grant Funds at any time up to three (3) years after the end of the Term.

3.2 Reports – Upon expenditure of the funds in conjunction with the Grant Payment schedule, as outlined in Attachment 1, or after the close of the annual accounting period during which the use of Grant Funds have been expended, Grantee will meet with MWSF concerning the manner in which the Grant Funds have been expended and detailing the progress of the Grant Project. The meeting may occur virtually or in-person and may be documented and/or recorded for the Foundation's tracking purposes. The meeting will be scheduled no later than sixty (60) days following the Grant Term, or within sixty (60) days in the event that the Grant Funds are repaid or the Grant is terminated.

3.3 Other Reports – In addition to the above reporting meeting, the Grantee shall comply with reasonable requests of the Foundation for other reports related to the Grant Funds. The Grantee shall also make its personnel available at the reasonable request of the Foundation to discuss expenditures, records and the progress of the Grant Project.

3.4 Notice Requirements – Grantee shall notify the Foundation immediately if there is a change in Grantee's tax-exempt status or if the Grant Project is canceled or delayed. Grantee will advise the Foundation immediately of any significant change in Grantee's governance, programs or services that may impact the Grant Project or any changes in any professional or key personnel identified in the Grant Application.

4. Return of Grant Funds to the Foundation

4.1 End of Term – Grantee shall return to the Foundation all unexpended Grant Funds for the Grant Project, within sixty (60) days after the end of the Term.

5. Failure to Comply

5.1 Failure to Comply with this Agreement – In the event that the Foundation determines that Grantee has failed to comply with the terms of this Agreement or if Grantee's tax-exempt status is revoked by the Internal Revenue Service ("Default"), Grantee, upon receipt of written notice from the Foundation of

said Default, shall immediately return all unexpended Grant Funds paid to Grantee as of the date of the Default back to the Foundation and the Foundation may, among other legal remedies available, terminate this Agreement.

6. Representations

6.1 Authority; Binding Agreement; No Conflict; No Illegal Connections - Grantee represents and warrants to the Foundation that: (i) it has full power, right and authority to enter into and fully perform this Agreement and the obligations assumed or undertaken by it hereunder; (ii) upon execution, this Agreement will be a valid and binding obligation of the Grantee, enforceable in accordance with its terms; and (iii) the execution, delivery and performance of and compliance with this Agreement will not, with or without the passage of time or giving of notice, result in any material breach or violation of, be in material conflict with or constitute a material default under any agreement to which Grantee is a party. Grantee further represents and warrants to the Foundation that i) no agency or governmental authority of the United States of America (the "U.S.") have identified it or any of its trustees, members, controlling officers or directors as persons whose property or interests have been identified as or are affiliated with a terrorist organization; and ii) none of its trustees, members, controlling officers or directors are persons or entities are prohibited from transacting business or contributing funds to any domestic organization operating in good standing in the U.S., or whose property or interests in property are blocked pursuant to any Executive Order or any regulations administered by the U.S. Office of Foreign Assets Control.

7. Communications

7.1 Public Listings – The parties agree that the Foundation will report this Grant in our tax filings, on the Foundation website and social media outlets, and in other public grant listings.

7.2 Publications – Both parties agree to publicize the Grant in certain oral, written and digital communications, which may include the Grantee Marks.

a) Grantee consents to the publication of the Grant from the Foundation through various communication vehicles.

b) Grantee grants to the Foundation a permanent, non-exclusive, nontransferable, non-sublicensable, royalty-free license to use, reproduce and display, the Grantee Marks in connection with any and all press releases, advertisements, promotions, internal publications, newsletters, public postings, marketing and sales collateral materials and other statements, or for archival purposes, in any medium, written, oral or digital, made by or prepared for the Foundation referring to the Grant or to you as a grant recipient.

c) If Grantee wishes to issue any communications directed outside of your organization concerning the Grant through print, broadcast, digital media, social platforms, or other means, you must send all such materials to the Foundation for review and prior approval at least ten (10) days in advance.

7.3 Written Communication – All notices required or permitted hereunder shall be in writing and sent by certified mail postage prepaid or nationally recognized overnight carrier to the following address:

The Mimi Washington Starrett Foundation
c/o Sarah Ahart
110 Sandy Ridge Drive

Doylestown, PA 18901

If to Grantee:

{{ Organization Name }}

{{ Organization Mailing Address 1 }}

{{ Organization Mailing Address 2 }}

{{ Organization Mailing City }}

{{ Organization Mailing State }}

Attn:

Any such notice will be effective upon receipt if delivered personally; on the fifth day after mailing if sent by certified mail; on the fourth day if delivered by regular first-class mail; or upon delivery confirmation if sent by a nationally recognized overnight carrier. Any party may change its address by written notice to the other party and upon request, communications may be sent by Grantee to an email address to be determined.

8. Conduct Standards

8.1 Non-Discrimination – Grantee shall comply with all applicable federal, state and local laws relating to its activities under this Agreement. Grantee shall not in any way discriminate against a member of a class protected by federal, state, or local law.

8.2 Morals Claus - Grantee shall not and shall take commonly accepted steps to ensure that its trustees, directors, members, officers, employees and agents do not a) commit any act or become involved in any situation or occurrence which, as reasonably determined by the Foundation, brings Grantee or the Foundation into public disrepute, scandal, or ridicule, or reflects unfavorably upon the Foundation, b) become arrested for or charged with a felony crime; or c) directly or indirectly make or ratify any statement, public or private, oral or written, that disparages Grantee or the Foundation or any affiliate thereof.

8.3 Workplace – Grantee will conduct and exhibit a workplace which provides a tolerant and civil space that encourages equal employment opportunities for underrepresented groups to the fullest extent allowable under applicable law and is free of discrimination, harassment, and misconduct.

8.4 Stewardship – Grantee will provide responsible stewardship of Grant Funds, ensuring that they are used for the purposes, and in the ways set forth, in this Agreement.

8.5 Termination – At the sole option of the Foundation, the Grant may be terminated at any time if:
a) Grantee uses any of the Grant Funds for any purposes other than those specified in the Agreement.
b) Grantee fails to comply with any of the terms or conditions of this Agreement, including, but not limited to, the Conduct Standards set forth in this Agreement.
c) Grantee ceases to be an appropriate means of accomplishing the purposes of the Grant.

If the Foundation terminates the Grant prior to the end of the Term, upon the Foundation's request, Grantee will immediately return any unused Grant Funds and provide a full accounting of the receipt and disbursement of funds and expenditures under the Grant as of the effective date of termination.

9. Miscellaneous

9.1 Right to Modify or Revoke - The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Grant or to require a total or partial refund of any Grant Funds if, in the Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of the Grant; (2) to protect the purpose and objectives of the Grantor any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, of the Foundation, or this Grant.

9.2 Indemnification – Grantee agrees to indemnify and hold the Foundation harmless from and against claims, damages, losses and expenses (including, but not limited to reasonable attorneys' fees) attributable to bodily injury, sickness, disease and death, destruction of tangible property, or any other claims damages, losses and expenses caused by: a) the providing of the Grant Funds by the Foundation or the non-funding of such Grant Funds under the above Right to Modify or Revoke, b) the negligent or willful acts or omissions of Grantee or Grantee's employees or subcontractors, or c) Grantee's breach of this Agreement.

9.3 Jurisdiction and Governing Law – This Agreement is and will be deemed to have been made in the State of New Jersey and for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in that State, and the rights and remedies of the parties will be determined in accordance with those domestic laws without regard to its conflict of laws principles. Each party consent to the jurisdiction of any federal or state court located within the County of Morris, State of New Jersey, U.S.A. with respect to any legal proceedings arising out of this Agreement and agrees that the mailing to either party's last known address by registered mail of any process shall constitute lawful and valid service of process in any such proceeding, suit, or controversy.

9.4 Relationship to Parties – Nothing contained in this Agreement should be construed in any manner to imply or create a relationship between the Foundation and Grantee as partners, joint venturers, or agents. Grantee will not act in any manner as an agent or representative of the Foundation.

9.5 Force Majeure – Nonperformance of either party shall be delayed to the extent that performance is rendered impossible by pandemics, epidemics, endemics, strikes or other labor disputes, fire, flood, civil unrest, acts of terror, governmental acts or orders or restrictions, failure of supplies, or any other reason where failure to perform is beyond the reasonable control of the non-performing party (each, a "Force Majeure Event"). If a Force Majeure event should occur, the Term of this Agreement shall be extended for the same amount of time as the delay caused by the Force Majeure event so as to give the affected party the total Term agreed upon to perform its obligations hereunder.

9.6 Amendment – This Agreement may not be modified or amended except by a written instrument signed by both parties to this Agreement.

If The Foundation does not receive signed copies of this Agreement on or before **June 13, 2025**, this Grant may be revoked in the Foundation's sole discretion.

The undersigned certify that they are duly elected and authorized officer of the Grantee and that, as such, are authorized to accept this Grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this Grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:
{{ Organization Name }}
No signature yet

Name: {{ Name of Organization's Executive Director, CEO, or President }}
Title: {{ Title of Organization's Executive Director, CEO, or President }}

ATTACHMENT 1 – SCHEDULE OF DISBURSEMENT OF GRANT FUNDS AND REPORTING

Schedule of Disbursement of Grant Funds

- 100% of award will be disbursed before **date**.
- 100% of award will be used for purposes outlined in the grant agreement by **July 1, 2027**.

Reporting

- Reporting meetings will be required within sixty (60) days upon completed use of Grant Funds.
- Financial reports showing actual expenditures of Grant Funds as of the date of the report against the approved budget as described in Section 2.2a may be requested.