Following careful consideration, the Trustees of the Cornelia T. Bailey Foundation are pleased to award a P/Arts grant to your organization. By accepting a P/Arts grant from the Cornelia T. Bailey Foundation and returning to our Foundation a signed copy of these Terms and Conditions, we will assume that you have read them, retained a copy for your records and tend to abide by them fully.

Grants:

1. This grant may be used only for the purposes outlined by your organization in your P/Arts Grant Application which was approved by the Trustees. If you are unable to use the grant for the specific purpose for which it was intended, please contact the Foundation before spending any portion of the grant.

2. We understand that projects sometimes change as they develop. If any significant changes are likely to be made to the project’s scope or scale, before or during implementation, or if the project’s timetable is delayed, it is important to inform us immediately and to obtain advanced written approval for any variations. Where changes are made without our agreement, we may consider reclaiming any funds that have not been used for the intended purpose.

3. We require an end of grant report to be submitted at the end of your grant period. Grant periods for P/Arts Program grants are 12 months from the date that you receive the grant check. We require that your report be in a specific format that can be found on the P/Arts page of our website (www.ctbfoundation.org).

4. On completion of a project or at the end of a grant period, any unspent portion of the grant must be returned to us.

5. The Foundation may require repayment of a grant if you become insolvent or go into administration, receivership or liquidation.

6. Your organization is not eligible to make a further P/Arts application to the Foundation until at least 12 months have passed from the date of your grant award letter.

7. You will inform us of any serious incident report your organization is involved in during the lifetime of our grant, or any serious incidents that meet this threshold. Similarly, you will notify us if any state, local or national authority opens an investigation into any of your practices.

8. If you work with vulnerable people, by accepting your grant you are confirming that:
Cornelia T. Bailey Foundation Terms and Conditions for 
P/Arts or Philanthropic Arts Program

a. your organization has appropriate safeguarding policies in place and can provide copies if requested.

b. your organization has proof of state, local and federal background checks on any and all directors, administrators, teachers and childcare providers and that any person authorized to work with, or otherwise come into contact with, children to whom you will be or are currently providing services to is issued a background check.

c. you will abide by any and all rules governing the administration of said background checks as might be stipulated by your local or state licensing board.

d. individuals and anyone associated with your organization will not use our Foundation’s funds or the funded program for any illegal purposes or in any way that is unlawful, defamatory, harassing, libelous, invasive of another’s privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, or that which infringes or may infringe on intellectual property or other rights of another. We reserve the right to terminate your grant immediately if there are grounds to believe (as determined in the sole judgement of the Foundation) that you have used, or are planning to use, the grant funds for any illegal or unauthorized activity.

9. If your organization does not meet the requirements set out in this document, the Foundation reserves the right to reclaim some, or all, of the grant at any time.

10. You agree that you will not:

a. transfer the program or grant within the grant period or otherwise make it available to any third party.

b. use the grant for any program or expense not provided for in your P/Arts Program Grant Application without the prior express written consent of a Trustee of the Foundation;

c. use any portion of the P/Arts Program Grant to fund general operating expenses, employee or contracted employee salaries or office space rental;

d. use our Foundation’s logos, name, etc. without our prior written consent;

e. publish any confidential information belonging to our Foundation; or

f. use the grant or the program it is funding in any manner that could violate any applicable local, state, national or international law.
11. You agree to indemnify and hold harmless the Cornelia T. Bailey Foundation, its trustees, officers, directors, employees, partners, and affiliates, from and against any losses, damages, fines and expenses (including attorney’s fees and costs) arising out of or relating to any claims that you have used the grant funds in violation of another party’s rights, in violation of any law, in violation of any provisions of the terms of the Grant, or any other claim related to your use of the grant funds.

I represent that I am a person authorized to sign on behalf of the below organization and that I have read and understand all of the P/Arts Program Terms and Conditions and that I have received a copy of said Terms and Conditions and intend to be legally bound by them on behalf of the below organization.

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Signature

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Name of Organization Receiving P/Arts Program Grant Funds

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Title of Person Signing Terms and Conditions

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Date