



WESTERN IOWA
**JOURNALISM
FOUNDATION**

GRANT HANDBOOK

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I. Introduction

This handbook serves as a comprehensive guide to the Western Iowa Journalism Foundation's grant process to fulfill its mission of supporting community journalism that ensures long-term access to accurate local news and investigative reporting throughout western Iowa. The Western Iowa Journalism Foundation offers grants to community-based news sources to support local news coverage and digital access that educates, informs, and connects residents throughout western Iowa.

A. WIJF Mission and Vision

The Western Iowa Journalism Foundation (hereinafter WIJF) was established in August 2020 and classified as a 501(c)(3) public charity in February 2021. WIJF believes that a robust and independent press is essential for a thriving democracy and is dedicated to supporting community-based news sources that provide professional journalism that informs, engages, and reflects the communities they serve. WIJF's grant program is designed with this in mind.

WIJF's philanthropic endeavors have been developed to protect a sustainable local news source and meet the following objectives:

1. Promote and protect democracy by serving as a watchdog on local government and institutions.
2. Enhance operational/financial efficiency of community news sources.
3. Support audience growth through technology integration.
4. Improve community identity and civic engagement.
5. Assist with succession planning to preserve local news sources.
6. Encourage local news startups in existing news deserts.
7. Elevate underrepresented and diverse voices in the interest of equity and belonging throughout the community.
8. Combat mis/disinformation with verified local news.

WIJF aims to create a sustainable solution for the important role independent news sources play not only in promoting democracy, but also preserving the identities of rural communities in western Iowa. WIJF's service area includes all Iowa counties west of Interstate 35, roughly half of the state of Iowa.

When newspapers cease operations, or significantly reduce their publication schedule, area residents lack a key source of education and verifiable information. Even when newsrooms stay in operation, but are forced to dramatically reduce staff, local independent reporting is still substantially impacted.

WIJF strongly believes residents of western Iowa deserve professional community journalism that fosters a healthy democracy by holding government officials responsible for actions, reporting vital information on local issues, and providing a fair forum for debate.

B. Grantmaking Philosophy

Local newsrooms often have limited staff assigned to a variety of projects. Tasking someone with a long and arduous grant application process is not practical and pulls away from important journalistic duties. WIJF has worked to streamline and simplify the application process and make the selection criteria as transparent as possible.

WIJF offers assistance, beyond grant funding, to support grant-seekers and grantees. A list of such resources is attached at the end of this handbook. WIJF is constantly seeking feedback and modifying its grant programs to ensure a grantor-grantee relationship built on trust, open communication, and support. Questions and concerns are welcome and met with confidentiality and prompt response.

C. Grantmaking Guiding Principles

WIJF is committed to being transparent, responsive, and collaborative in its grantmaking approach.

WIJF's grantmaking guiding principles are:

1. **Promoting journalistic excellence:** WIJF prioritizes projects that demonstrate a commitment to journalistic integrity, accuracy, and ethics. WIJF encourages innovative approaches to storytelling, investigative reporting, and community engagement.
2. **Elevating underrepresented voices:** WIJF values diversity, equity, and inclusion in newsrooms and news coverage.
3. **Trust-based grantmaking:** WIJF's grant application process is transparent and WIJF's grant making team is responsive to feedback.
4. **Ensuring sustainability:** WIJF seeks to support projects that demonstrate a commitment to long-term sustainability beyond the grant period. WIJF encourages grantees to explore diversified funding sources and revenue models.
5. **Collaboration and knowledge sharing:** WIJF values collaboration and encourages grantees to share knowledge and best practices with the broader journalism community. WIJF seeks opportunities to foster a network of collaboration among grantees.

D. WIJF Equal Opportunity Statement

WIJF believes no person should be excluded from agency services, employment, grant opportunity, or volunteer participation because of their race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran, and in accordance with applicable federal, state, and local laws.

WIJF's grant program requires grant applicants to hold similar standards and provide a written statement documenting their agreement. Grant applications from organizations known to have discriminatory policies will not be considered.

II. Grant Program Overview

WIJF offers grants to community-based news sources in western Iowa to support local news coverage and digital access that educates, informs, and connects residents.

A. Scope of Projects

Western Iowa Journalism Foundation awards grants to organizations and projects that fulfill our mission. For areas of focus and examples, please review our mission and vision objectives above.

B. Eligibility Criteria

WIJF grant funding is available to both non-profit and for-profit organizations, provided they are community-based news sources in western Iowa. Grantmaking does not include funding for:

1. Individuals
2. Endowments
3. Organizations or projects that unlawfully discriminate with regard to employees, volunteers, delivery of programs or services, or clients served on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran.
4. Any organization or project that is inconsistent with WIJF's mission, vision, values, and strategic framework
5. Any funding which does not directly support community journalism that ensures long-term access to accurate local news and investigative reporting throughout western Iowa
6. Lobbying as defined by the Internal Revenue Code (IRC), section 4945(d)(1)
7. Activities supporting political candidates or voter registration drives, as defined in IRC section 4945(d)(2)
8. Mere "pass-through" grants

Please review these eligibility criteria carefully before submitting grant proposals.

C. Application Process

The funding application requests that grantees provide all relevant narrative information and data related to the proposed use of grant funds. Grant applicants must answer questions regarding the history, practices, and scope of services of their organization. Applicants must also provide the amount of funds requested and a detailed plan for their disbursement which serves WIJF's mission. The grant application is attached at the end of this handbook and can be submitted on WIJF's website.

III. Grant Application and Evaluation

A. Due Diligence Guidelines

WIJF board members have developed these guidelines to ensure a fair and transparent award process. In addition to the grant application, organizations must provide the following materials, or explain why the information is unavailable:

Nonprofit Organizations:

1. IRS Tax-Exempt Status: WIJF reviews data from the IRS to ensure the organization is a 501(c)(3) nonprofit in good standing.
2. WIJF requests a copy of the organization's IRS Determination Letter.
3. WIJF looks at the organization's Board of Directors and other leadership to ensure good governance and strong organizational structure.
4. WIJF examines the organization's financials, specifically their 990 Forms. WIJF seeks to determine the general financial health of the organization.

"For Profit" Organizations:

1. WIJF requests an organizational flow chart. WIJF looks at organizational leadership and the organization's executive team to ensure good governance and strong organizational structure.
2. WIJF reviews the organization's financials in order to assess the general financial health of the organization. Financial documents which may be reviewed include but are not limited to:
 - o Business bank statements
 - o Tax returns
 - o Most recent and projected balance sheets
 - o Income statements and cash flow statements
 - o Schedule of business debts

For All Organizations:

1. WIJF may request the following documents to ensure good business standing and proper registration:
 - o Articles of Incorporation
 - o Bylaws
 - o Most current biennial report
2. WIJF completes a web and social media search of any grant-seeking organization to identify any organizational or reputational issues. WIJF documents any concerns during the review process. If any issue(s) are discovered, before WIJF decides to grant funds to the organization, WIJF will first discuss with the potential grantee the issue(s) to learn whether and how it has been addressed.

B. Objective Selection Criteria

All grant applications will be reviewed and evaluated by the Board of Directors based upon the following objective selection criteria:

1. *Fit.* Is this proposed project in alignment with WIJF's mission, vision, values, and investment areas?
2. *Organizational Capacity.* Does the applicant display a clear mission, vision, and strategy? Does the organization have a strong track record of service to the community? Can the organization demonstrate engaged leadership? Does the organization show commitment to collaboration and learning? Does the applicant have a history of sound financial management?
3. *Soundness of Project or Proposed Use of Funds.* Is there a solid plan for implementation? Does the grant-seeking organization have sufficient staffing and partnerships to ensure success? Has an appropriate budget been projected? Is there a documented community or internal need being met?
4. *Potential for Impact.* Are there realistic and measurable goals and outcomes for this project? Has the organization developed a clear plan for how goals and outcomes will be achieved, and impact assessed?

C. Review Process

All grant applications will be reviewed and evaluated by the Board of Directors based upon the following ethical principles:

1. *Confidentiality.* Grant-seekers' information will remain private and on a need-to-know basis among the Board of Directors and grant reviewers.
2. *Fairness.* The grant review process will be as free of bias as possible. This includes conflicts of interest. Reviewers will score applicants fairly using a decision matrix, and decisions will be based on the applicant's relevant merits and fit with WIJF's mission. The grant prospect decision matrix to be used is attached at the end of this handbook.
3. *Efficiency.* Applications will be evaluated and grants awarded and administered as swiftly as reasonably possible.
4. *Transparency.* All funding decisions will be based on well-defined rules which are communicated to grant-seekers before grant applications are reviewed.
5. *Equal Opportunity for All.* WIJF recognizes that the strength of its community rests on its commitment to value, respect, and fully embrace the richness of a diverse citizenry. WIJF does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran. Grant applications from organizations known to have discriminatory policies will not be considered.

IV. Grant Agreement and Reporting

If an organization is selected to receive WIJF Grant Funds, this document will be signed by both parties and act as the terms and conditions of acceptance, monitoring, review, and resolution of any activities related to grant funds disbursement and the reporting thereof.

A. Grant Agreement Terms

The Grant Agreement will outline the terms of the relationship between the Western Iowa Journalism Foundation as grantor and the selected grant-seeking organization(s) as grantee. The Grant Agreement will specify the amount of grant funds and the timeline for transfer, as well as the Grantee's responsibility to acknowledge the transfer.

The Grant Agreement requires the Grantee to maintain proper records for grant funds management and grants WIJF access to records, including audit rights. The agreement mandates narrative and financial interim reports after six (6) months and a final report within twelve (12) months.

The full Grant Agreement is attached at the end of this handbook.

B. Reporting Requirements

Detailed reporting on the part of grantees is essential to the continued success of WIJF's grantmaking program. While grantees are invited to reach out to WIJF as frequently as possible with updates and questions, at minimum, WIJF requires narrative and financial interim reports after six (6) months and a final report within twelve (12) months after the date of the Grant Agreement. Failure to submit timely and complete interim reports as well as the final report could necessitate the partial or full refund of grant funds and/or disqualification from future grant applications, per the terms of the Grant Agreement. Examples of the required interim and final reports are attached at the end of this handbook.

C. Clawback Agreement

If an organization is selected to receive WIJF Grant Funds, this document will be signed by both parties and act as the terms and conditions should any breach of the Grant Agreement result, under the sole review and at the discretion of WIJF, in the need to "clawback" or demand return of grant funding. A copy of the Clawback Agreement is attached at the end of this handbook.

V. Financial Management

Part of WIJF's objective selection criteria for grant recipients includes a robust review of the organization's financials and the proposed budget for grant projects. Sound financial management and planning is key to success.

A. Budgeting for Grant Projects

WIJF may request access to grant-seeking organizations' financials, including but not limited to business bank statements, tax returns, most recent and projected balance sheets, incoming statements and cash flow statements, and a schedule of business debts. This helps WIJF determine if the grant-seeking organization has the operational and financial capacity to allocate grant funds according to the grant application. Grant-seeking organizations are encouraged to pursue diversified funding sources and revenue models.

The grant application requires a detailed breakdown of projected expenses required for the execution of grant projects. This helps keep grantees on track for success and prevents grant funding from being misallocated or going unused. It is important to keep a detailed record of expenses, including invoices and receipts for all purchases related to the grant project. These receipts will be requested alongside each of the required interim reports and the final report.

It may be better for your organization to pursue a smaller grant for a project whose execution is more compatible with current resources and staffing abilities. Remember, grant funds are only awarded during the grant term, so it is important to keep project sustainability in mind.

B. Allowable Expenses

Grant funds can be requested for local news coverage and digital access, consistent with the WIJF mission of supporting community journalism that ensures long-term access to accurate local news and investigative reporting throughout western Iowa.

C. Unallowable Expenses

Grant funds may not be used for carrying on propaganda or attempting to influence legislation, influencing the outcome of any specific public election, or engaging directly or indirectly in any voter registration drive.

Grant funds may not be used to support specific individuals, including for travel, study, or similar purposes.

Grant funds may not be transferred to any other organization.

Grant funds should not benefit the Grantee's Directors, Officers, agents, advisors, consultants, contractors, employees, volunteers, or any private person unless explicitly authorized by WIJF in writing in alignment with the concept of "reasonable compensation" for services rendered.

VI. Communication and Collaboration

Grant applications and grant projects depend on open, honest, prompt communication. WIJF offers a dedicated point person for all inquiries and concerns regarding its grant programming.

A. Communication Expectations

All communications regarding any aspect of grants should be directed to:

Becky Vonnahme, Executive Director
Western Iowa Journalism Foundation
director@westerniowajournalismfoundation.com

Regular communication is encouraged, and WIJF promises to be prompt and transparent in replies. Grant-seekers and grantees are likewise expected to be responsive, honest, and clear in all verbal and written communications.

B. Public Relations and Recognition

Work produced because of Grant Funds must include proper attribution to Western Iowa Journalism Foundation as a sponsor.

Grantees may announce and publicize the grant in recognition of Western Iowa Journalism Foundation's support.

Grantees may use Western Iowa Journalism Foundation's name and logo without limitation on its website and all other materials.

VII. Monitoring and Evaluation

A. Performance Metrics & Progress

Grantees are required to establish clear and measurable project objectives aligned with the grant's purpose. Grantees must employ systematic methods for collecting relevant data to assess project outcomes. All reported achievements and impacts should be supported by documented evidence, ensuring accuracy and reliability.

Grantees commit to providing regular progress reports at least every six months and upon completion of the grant project. Reports will detail achievements, challenges, feedback received, and lessons learned. Adherence to the reporting schedule is crucial for effective monitoring and evaluation.

B. Site Visits

From time to time, WIJF may choose to conduct site visits to measure and evaluate grantees' progress and success. Site visits will be scheduled with as much notice as reasonably possible, and grantees will be given the opportunity to suggest alternative dates. Ultimately, site visits are conducted at the sole discretion of WIJF.

C. Optional Impact Assessment for Multiyear Grants

A robust impact assessment plan may be requested for some projects with longer timelines to measure the broader effects of the project on the target audience or community. Grantees are encouraged to consider the long-term impact of their initiatives beyond the grant period.

Grantees are expected to develop mechanisms for collecting feedback from project beneficiaries, stakeholders, and the community. Grantees commit to using feedback to adapt and improve project implementation.

Grantees are responsible for identifying potential risks to project success and implementing proactive risk management strategies. Transparent communication about identified risks and mitigation measures is essential for effective collaboration.

VIII. Sustainability and Continuity

A. Sustainability Planning

Grantees are encouraged to design projects with a long-term vision, which consider sustainability beyond the grant period.

Grantees should clearly document project processes, methodologies, and best practices to enable continuity in the absence of key individuals. Grantees may develop manuals or guidelines that serve as references for future staff or stakeholders involved in project activities. Grantees should also implement feedback mechanisms for continuous improvement, adapting strategies based on lessons learned.

Should a grant project be time bound, grantees should consider planning for a gradual transition to maintain public support and confidence in your organization. Grantees may conduct an exit evaluation to assess the project's impact and effectiveness in achieving sustainability goals.

B. Encountering Challenges

Grantees may encounter unexpected challenges or encumbrances related to the grant project. It's best to look at these for opportunities for growth and adaptivity. Creative conflict resolution is encouraged, and grant reports will inquire about "lessons learned."

Issues and concerns should be communicated to WIJF as quickly and transparently as possible to allow for collaborative resolution. Discussions related to conflict resolution are treated with confidentiality by WIJF, fostering a safe space for open communication. WIJF will conduct follow-up meetings post-resolution to ensure that agreed-upon solutions are implemented effectively.

If issues are unsurmountable and the project is unable to be completed per the Grant Agreement, or if the reporting schedule is not adhered to, WIJF reserves the right to demand partial or full return of grant funds, per the Grant Agreement.

C. Reapplication Process

Grantees who successfully complete all required reports to the satisfaction of WIJF may reapply for future grant funds.

IX. FAQs

Q. How can I submit a grant application?

A. Please submit grant applications online at <https://www.westerniowajournalismfoundation.com/>

Q. When are grant applications due?

A. Grant applications are accepted on a rolling basis, unless otherwise indicated on WIJF's website.

Q. How can I ensure a successful grant application?

A. Proposed grant applications should clearly reflect WIJF's mission statement. Project proposals should be detailed, project budgets clearly outlined and in line with your organization's capacity, and clear evaluation methods and impact assessment strategies should be included.

Q. How much can my organization request in grant funds?

A. While there is currently no cap to grant fund requests, please keep in mind your organization's capacity to carry through projects for which grant funds are requested. Consider current staffing levels and workloads and their ability to sustain the project beyond the end of the Grant Term.

Q. What kinds of projects or activities does the grant fund?

A. Grant projects should serve a documented community or internal need. WIJF offers grants to community-based news sources in western Iowa to support local news coverage and digital access.

Q. What kind of reporting is required during the Grant Term?

A. At minimum, grantees are required to file narrative and financial reports within six months, as well as a final narrative and financial report within twelve months. Blank versions of these documents are attached at the end of this handbook.

Q. Who can I contact regarding questions about WIJF grants?

A. Western Iowa Journalism Foundation:

Becky Vonnahme

director@westerniowajournalismfoundation.com

Q. What documentation is required for the application?

A. In addition to the grant application, WIJF may request all grant-seeking organizations' articles of incorporation, bylaws, and most current biennial report. WIJF may investigate applicants' financials, including recent tax returns, business and bank statements, and current and projected budgets. For a full breakdown of required documents according to applicant type, please see Grant Application and Evaluation in section III of this handbook. In addition, WIJF will conduct a website and social media review of all applicants.

Q. Can we submit a letter of inquiry or intent before a full application?

A. If you would like to submit a letter of inquiry prior to submitting a grant application to assess whether your organization's project aligns with WIJF funding priorities, please email Becky Vonnahme (director@westerniowajournalismfoundation.com)

Q. How are grant decisions made, and what is the timeline for notification?

A. Grant recipients are chosen based on how well the intended project fits within WIJF's mission statement, the recipient organization's capacity to carry through the project, the project's soundness and proposed budget, and the project's potential impact to meet a community or internal need. The grant prospect decision matrix used to score these categories is attached at the end of this handbook.

X. Appendices

A. Grant Application

Western Iowa Journalism Foundation Grant Application

Name of news source:

Organization address:

Organization contact name:

Contact email:

Contact cell phone:

Are you a news source located in western Iowa (west of Interstate 35)?

Yes

No

If the answer is no, we are sorry to inform you that you do not meet the criteria to request a grant from Western Iowa Journalism Foundation.

Are you a nonprofit or for-profit news source?

nonprofit (provide a copy of federal nonprofit status ruling)

for-profit

Please provide your relevant tax ID number:

How do you fit the criteria of being a *community-based* news source?

Briefly describe the history and ownership of your news source.

How many reporters (full-time and part-time) do you currently employ?

How many people do you employ in other roles?

How do you quantify the size and reach of your audience (i.e., circulation, viewers, etc.)

Grant amount requested:

What is your organization's overall operating budget?

What is the total budget for this specific project?

Which WIJF objectives will be addressed by your request and project? (Check all that apply.)

- Promote and protect democracy by serving as a watchdog on local government and institutions.
- Enhance operational/financial efficiency of community news sources.
- Support audience growth through technology integration.
- Improve community identity and civic engagement.
- Assist with succession planning to preserve local news sources.
- Encourage local news startups in existing news deserts.
- Elevate underrepresented and diverse voices in the interest of equity and belonging throughout the community.
- Combat mis/disinformation with verified local news

Describe in detail how the grant funds will be used.

How do you intend to measure the impact of your proposed project?

Please disclose any potential conflicts of interest between your organization and Western Iowa Journalism Foundation, including its Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers.

I attest and declare that the information given on this application is true, correct, and complete.

[Printed name]:

[Signed name]:

[Date]:

B. Grant Prospect Decision Matrix

Grant Prospect Decision-Making Matrix												
Organization Name:												
Project Title/Number:												
Factors	Weighted Decision Criteria											Estimated Rating
	Negative				Neutral			Positive				
	0	1	2	3	4	5	6	7	8	9	10	
1. Fit. Alignment with mission, vision, values, and investment areas.												
2. Clear mission, vision, and strategy.												
3. Engaged and involved leadership.												
4. Sound financial management.												
5. Soundness of project or proposed use of funds.												
6. Clear plan for implementation.												
7. Appropriate budget.												
8. Clearly documented need.												
9. Sufficient staffing and partnership to ensure success.												
10. Clear, measurable goals and outcomes.												
Notes											Overall Rating	
Decision: <input type="checkbox"/> Pursue Funding <input type="checkbox"/> Do Not Pursue Funding												

C. Grant Agreement

Organization Name: _____
Project Title/Number: _____
Grant Funds: _____
Grant Term: _____

GRANT AGREEMENT

ARTICLE ONE

PARTIES

1.1. Grantor. Western Iowa Journalism Foundation is an Iowa nonprofit corporation formed under the Revised Iowa Nonprofit Corporation Act (Iowa Code Chapter 504) and is in good standing under Iowa law. Western Iowa Journalism Foundation is also a valid 501(c)(3) organization under federal law and is in good standing under federal law. Under the terms of this Agreement, Western Iowa Journalism Foundation acts as the Grantor.

1.2. Grantee. [FULL LEGAL NAME HERE] is a [TYPE OF CORPORATE ENTITY HERE]. [FULL LEGAL NAME HERE] is a [TYPE OF CORPORATE ENTITY] in good standing under Iowa and federal law. [FULL LEGAL NAME HERE] is fully identified on the Corporate Information Form, attached to this Agreement as “Exhibit A,” expressly incorporated herein, made a part of this Agreement, and all references to this Agreement shall include Exhibit A. Under the terms of this Agreement, [FULL LEGAL NAME HERE] is the Grantee and is hereinafter referred to as “Grantee.”

1.3. Parties or Party. Western Iowa Journalism Foundation and Grantee are collectively referred to as the “Parties” and each of them as a “Party.”

ARTICLE TWO

RELATIONSHIP OF THE PARTIES

2.1. Grantor-Grantee. Western Iowa Journalism Foundation and Grantee agree that the relationship between the Parties is strictly that of grantor-grantee.

2.2. No Agency. Grantee, along with its Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers, must never represent itself as an agent or representative of Western Iowa Journalism Foundation or its associates or consultants.

2.3. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party, including, without limitation, Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers.

2.4. Non-transferability. This Agreement is not transferable. Neither Party may assign or transfer its responsibilities and obligations under this Agreement.

2.5. Commission and Fees. Grantee shall ensure no commission, third party fundraising fee, or introduction fee is paid to any person or organization in relation to this Agreement.

2.6. No Joint Venture. Nothing contained in this Agreement shall be construed in any manner to imply or create a relationship between Grantee and Western Iowa Journalism Foundation as partners or as a joint venture(s). Neither Grantee nor Western Iowa Journalism Foundation shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other, except as may be explicitly provided for herein or authorized in writing by both Parties.

ARTICLE THREE
GRANT FUNDS

3.1. Amount of Grant. The amount of Grant Funds is \$ _____ [write out dollar amount] (hereinafter “Grant Funds”).

3.2. Transfer of Grant Funds. Western Iowa Journalism Foundation will transfer Grant Funds to Grantee no later than thirty (30) days following this Agreement’s Effective Date.

3.3. Acknowledgment of Transfer. Grantee shall notify Western Iowa Journalism Foundation in writing immediately upon receiving Grant Funds, including the exact amount received.

ARTICLE FOUR
RECORDS, ACCOUNTING, AND AUDITS

4.1. Proper Records. Grantee shall keep full, detailed, and complete records as a reasonable person would deem necessary for the proper management of Grant Funds and compliance with this Agreement.

4.2. Access for Evaluation. Grantee shall allow Western Iowa Journalism Foundation access to Grantee’s records, as well as Grantee’s Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers, as Western Iowa Journalism Foundation in its sole discretion deems appropriate concerning this Agreement. Such access shall continue during the Grant Term and for five (5) years after termination of this Agreement.

4.3. Audits. Grantee may be audited at any time during the Grant Term and for five (5) years after termination of this Agreement. Any audit may be undertaken in the sole discretion of Western Iowa Journalism Foundation. The auditors and audit firm shall be chosen by Western Iowa Journalism Foundation using its sole discretion. Grantee shall be solely responsible for all fees, expenses, or costs in connection with such an audit.

ARTICLE FIVE
REPORTS AND REPORTING REQUIREMENTS

5.1. Interim and Final Reports. Grantee must provide Interim Reports every six months. A Final Report must be provided no later than twelve (12) months after funds are disbursed or when the Grant Term ends, whichever is sooner.

5.2. Financial and Narrative Information. The general format of the Interim Reports and Final Report will be provided by Western Iowa Journalism Foundation. The Interim Reports and Final Report must provide both financial and narrative information detailing the use of Grant Funds. The narrative shall indicate how funding advanced Western Iowa Journalism Foundation’s mission of educating, informing, and engaging residents in Western Iowa by supporting community journalism. The financial information shall indicate how Grant Funds were specifically spent.

5.3. Email Reports. Interim Reports and a Final Report must be submitted by PDF attachment via email to: director@westerniowajournalismfoundation.com

5.4. Failure to Submit Reports. Failure to submit timely and complete Interim Reports and a Final Report shall be deemed a material breach of this Agreement. Whether a Report is “timely” or “complete” shall be in the sole discretion of Western Iowa Journalism Foundation. Failure to submit timely and complete Reports shall result in Western Iowa Journalism Foundation’s right to discontinue, modify, or withhold any transfers of Grant Funds, to require a total or partial refund of any Grant Funds, and/or disqualify any future grants.

ARTICLE SIX
CHANGES TO GRANTEE

The Grantee must notify Western Iowa Journalism Foundation of any relevant or material changes as soon as is reasonably possible. Such changes include but are not limited to:

1. Grantee’s legal name;
2. Grantee’s legal status;
3. Employment status of Grantee’s signatory to this Agreement;
4. Grantee or Grant Funds as compared to what was described by the Grantee in its Grant Application;
5. Any Grant Funds which will remain unspent by the end of the Grant Term;
6. Grantee undergoes a merger, division, or other corporate reorganization;
7. Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency, or makes an assignment for the benefit of creditors;
8. Grantee becomes subject to an investigation or proceeding brought by the United States or State Attorney General or any other regulatory agency;
9. Grantee receives notice of any litigation or legal action relating to the Grantee, Grant Funds, and/or this Grant Agreement; or
10. Grantee performing its obligations under this Grant Agreement.

ARTICLE SEVEN

LIABILITY

7.1. Liability Waiver. GRANTEE HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST WESTERN IOWA JOURNALISM FOUNDATION, INCLUDING IN EACH CASE, WITHOUT LIMITATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT, OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, AND INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS, OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH GRANTEE MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON GRANTEE’S BEHALF, WHICH ARISES OR MAY HEREAFTER ARISE FROM ANY PARTICIPATION WITH WESTERN IOWA JOURNALISM FOUNDATION.

7.2. Indemnity. Grantee shall indemnify and hold harmless Western Iowa Journalism Foundation, and their respective Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers from all claims, demands, actions, liabilities, legal and related expenses, costs, and losses that arise directly or indirectly from any act or omission of Grantee or any of Grantee’s Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers. This provision shall extend to claims and liability in the nature of workmen’s compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material, or other intellectual property by Grantee, or Grantee’s Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers, in the performance of this Agreement and any and all conduct arising hereunder.

7.3. Insurance. Grantee, both by accepting Grant Funds and executing this Agreement, warrants it has liability insurance and other categories of insurance of the types and amounts as a reasonable person would deem sufficient under these circumstances.

ARTICLE EIGHT

RECOGNITION

8.1. Proper Attribution. Work produced because of Grant Funds must include proper attribution to Western Iowa Journalism Foundation as a sponsor.

8.2. Publicity. Grantee may announce and publicize the grant in recognition of Western Iowa Journalism Foundation’s support.

8.3. Name and Logo Without Limitation. Grantee may use Western Iowa Journalism Foundation’s name and logo without limitation on its website and all other materials.

ARTICLE NINE
RIGHT TO MODIFY OR REVOKE

Western Iowa Journalism Foundation reserves the right to discontinue, modify, or withhold any transfers to be made under this Agreement, or to require a total or partial refund of any Grant Funds if, in Western Iowa Journalism Foundation's sole discretion, such action is necessary:

1. Because Grantee did not fully comply with the terms and conditions of this Agreement;
2. To protect the purpose and objectives of the Grant or any other charitable activities of Western Iowa Journalism Foundation; or
3. To comply with the requirements of any law or regulation applicable to Grantee, Western Iowa Journalism Foundation, the Grant, or this Agreement.

ARTICLE TEN
GRANTEE'S COMPLIANCE WITH LAWS

10.1. General Ethical Principles. Grantee shall be in full compliance with all applicable federal, state, and local laws, regulations, ordinances, ethical standards, procedures of regulatory and oversight agencies, and Grantee's policies in performance of this Agreement. These include but are not limited to anti-discrimination laws, conflict of interest standards, ethical requirements, institutional employment standards, anti-money laundering laws, and anti- terrorism laws.

10.2. Prohibitions. Grantee shall not use any of Grant Funds to carry on propaganda or otherwise attempt to influence legislation; to influence the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive; to award grants to individuals for travel, study, or other similar purposes; to award grants to any other organization(s), unless preapproved by Grantor in writing; or for any purpose other than express Grant Purpose of Western Iowa Journalism Foundation.

10.3. Reasonable Compensation. Grant Funds shall not inure to the benefit of, or be distributable to, Grantee's Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers, or any private person, except Grantee may be authorized and empowered in writing by Western Iowa Journalism Foundation to pay reasonable compensation for services rendered and to make transfers and distributions in furtherance of Western Iowa Journalism Foundation's exempt purposes. "Reasonable" compensation for services rendered in furtherance of Western Iowa Journalism Foundation's exempt purposes means similar compensation for similar positions at similar organizations (similar in ways including, but not limited to, asset size, geographic location, mission, staff, and services).

10.4. Non-Discrimination. Grantee shall maintain a workplace which provides equal treatment to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state, and local laws.

ARTICLE ELEVEN
UNSPENT GRANT FUNDS

Grantee agrees to follow all Western Iowa Journalism Foundation instructions with respect to Grant Funds in hand and remaining unspent at the end of the Grant Term, which may include continued use of Grant Funds by Grantee, or redirection to another grantee, or return of funds to Western Iowa Journalism Foundation as specified by Western Iowa Journalism Foundation in writing and in its sole discretion.

ARTICLE TWELVE
GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement is the entire, final, complete, and fully integrated Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or communications between the Parties, whether written, oral, electronic, or otherwise.

12.2. Amendment. This Agreement may be amended only as stated in writing and signed by both Parties which recites that it is an amendment to this Agreement.

12.3. Governing Law. This Agreement shall be governed by Iowa law.

12.4. Notice. All notices and other communications required or contemplated under the present Agreement shall be in writing and emailed to the Party for whom intended at the email address shown below:

If to Grantee:
[Signatory's Full Name]
[Signatory's Specific Email Address]

If to Western Iowa Journalism Foundation:
Becky Vonnahme
director@westerniowajournalismfoundation.com

12.5. Severability. In case any provision in this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

12.6. No Waiver. The waiver by Western Iowa Journalism Foundation of a breach or default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor shall any delay or omission on the part of Western Iowa Journalism Foundation to exercise or avail itself of any right or remedy it has or may have hereunder operate as a waiver of any right or remedy.

12.7. Remedies. In the event of a breach or threatened breach by Grantee of any of the provisions of this Agreement, Grantee acknowledges and agrees that Western Iowa Journalism Foundation is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to Western Iowa Journalism Foundation at law or in equity, in order to prevent or restrain any such breach by Directors, Officers, agents, advisors, consultants, contractors, employees, and volunteers, and/or any and all persons directly or indirectly acting for or with Grantee.

12.8. Non-disparagement. Grantee acknowledges and agrees to refrain from disparaging or casting negative aspersion on and its Western Iowa Journalism Foundation Directors, Officers, employees, independent contractors, agents, and volunteers.

12.9. Captions. The captions appearing in this Agreement are for convenience of reference only and shall be disregarded in determining the meaning and effect of the provisions of this Agreement.

12.10. Alternative Dispute Resolution. Any controversy, dispute, or claim arising out of or relating to this Agreement or breach thereof shall first be settled through good faith negotiation. If the dispute cannot be settled through such negotiation after sixty (60) days, the parties shall agree to attempt in good faith to settle the dispute by mediation under the then-existing rules of the American Arbitration Agreement (AAA). After sixty (60) days, if the parties are still unsuccessful at resolving the dispute through mediation, the parties agree to arbitration under the then-existing rules of the AAA. Judgment on the award may be entered in any court having jurisdiction. All such alternative dispute resolution will take place in the State of Iowa and only in any County chosen by Western Iowa Journalism Foundation.

12.11. Photocopies. Photocopies of this document shall be effective and enforceable as originals.

ARTICLE THIRTEEN
AUTHORITY

Grantee represents it has full power and authority to execute, deliver, and perform this Agreement and that this Agreement has been duly and validly executed and delivered by Grantee, and constitutes the legal, valid, and binding obligation of Grantee, enforceable against it in accordance with this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

GRANTEE [FULL LEGAL NAME HERE]:

[Printed name]

[Signed name]

[Date]

WESTERN IOWA JOURNALISM FOUNDATION

[Printed name]

[Signed name]

[Date]

“EXHIBIT A”
CORPORATE INFORMATION FORM

A. The Grantee’s full legal name is _____ (hereinafter “Grantee.”).

B. Grantee does not engage in business under any other name.

--or--

Grantee engages in business under other name(s), all listed:

_____.

C. Grantee is an Iowa _____, also known as a

_____.

D. Grantee’s registered agent and registered address is [name, address]

_____.

_____.

_____.

E. Grantee’s “business number” as provided by the Iowa Secretary of State is _____.

F. Grantee is an Iowa _____ in good standing under both Iowa and federal law.

D. Grant Clawback Agreement

Organization Name: _____
Project Title/Number: _____
Grant Funds: _____
Grant Term: _____

GRANT CLAWBACK POLICY **ACKNOWLEDGEMENT AND AGREEMENT**

ARTICLE ONE **PARTIES**

1.1. Grantor. Western Iowa Journalism Foundation is an Iowa nonprofit corporation formed under the Revised Iowa Nonprofit Corporation Act (Iowa Code Chapter 504) and is in good standing under Iowa law. Western Iowa Journalism Foundation is also a valid 501(c)(3) organization under federal law and is in good standing under federal law. Under the terms of this Agreement, Western Iowa Journalism Foundation acts as the Grantor.

1.2. Grantee. [FULL LEGAL NAME HERE] is a [TYPE OF CORPORATE ENTITY HERE]. [FULL LEGAL NAME HERE] is a [TYPE OF CORPORATE ENTITY] in good standing under Iowa and federal law. Under the terms of this Agreement, [FULL LEGAL NAME HERE] is the Grantee and is hereinafter referred to as "Grantee."

1.3. Parties or Party. Western Iowa Journalism Foundation and Grantee may be collectively referred to as the "Parties" and each of them as a "Party."

ARTICLE TWO **SCOPE**

2.1. Any and All Grant Funds. Grantee hereby acknowledges and agrees that this Agreement shall apply to any and all Grant Funds, or funds generally, without limitation, transferred to Grantee by Western Iowa Journalism Foundation.

2.2. This Agreement Controls. In the event of any inconsistency between the provisions of this Agreement and any other document related to Western Iowa Journalism Foundation and Grantee, the terms of this Agreement shall govern.

ARTICLE THREE **ABSOLUTE RIGHT TO "CLAW BACK"**

3.1. Immediate Return or Refund. In the event of any breach by Grantee of any Agreement between Grantee and Western Iowa Journalism Foundation, then Western Iowa Journalism Foundation, in its sole discretion, may claw back any Grant Funds without limitation provided to Grantee. "Claw back" shall mean the immediate return or refund of any and all Grant Funds or funds generally, without limitation, transferred to Grantee by Western Iowa Journalism Foundation.

3.2. No Other Right or Remedy. The right to “claw back” Grant Funds pursuant to this Agreement shall be in limitation of and with prejudice to any other right or remedy to which Grantee may otherwise be entitled at law or in equity against Western Iowa Journalism Foundation.

3.3. Written Demand. Upon the written demand of Western Iowa Journalism Foundation, Grantee shall immediately return and refund any and all Grant Funds or funds generally, without limitation, transferred to Grantee by Western Iowa Journalism Foundation, directly to Western Iowa Journalism Foundation. This shall include reimbursing Western Iowa Journalism Foundation’s costs and fees spent in connection with enforcing its rights under this Agreement.

3.4. Other Actions. The repayment or forfeiture of Grant Funds under this Agreement shall not in any way limit or affect the right to pursue disciplinary action, dismissal, take legal action, or pursue any other remedies available to Western Iowa Journalism Foundation.

3.5. Consideration. Grantee acknowledges that Grantee’s execution of this Agreement is in consideration of, and is a condition to, the potential receipt by Grantee of future Grant Funds from Western Iowa Journalism Foundation, provided, however, that nothing in this Agreement shall be deemed to obligate Western Iowa Journalism Foundation to make any Grant Funds available to Grantee in the future.

3.6. Photocopies. Photocopies of this document shall be effective and enforceable as originals.

GRANTEE [FULL LEGAL NAME HERE]:

[Printed name]

[Signed name]

[Date]

WESTERN IOWA JOURNALISM FOUNDATION

[Printed name]

[Signed name]

[Date]

E. Narrative Report

WIJF Narrative Grant Report

Note: Nos. 1-4 are required for the six-month report. All items are required for the annual report.

Grantee:

Grant Term:

Project Title:

Reporting Period: *[Start Date]* to *[End Date]*

I. Executive Summary

Grant Activity Summary: Provide a brief overview of the key highlights and achievements during the reporting period.

II. Project Overview

Project Title:

Grant Amount:

Objectives: Briefly outline the goals and objectives as stated in the original grant proposal.

Variations: Highlight any significant variations from the proposed projects or objectives stated in the grant application.

III. Financial Overview

Grant Budget: Provide a general statement of the grant budget and expenditures thus far.

Variations: Highlight any significant variations from the proposed budget, explaining the reasons for these changes.

IV. Progress Toward Goals

Project Goals: Highlight goals proposed in the grant proposal and their implementation and success.

Hiring New Reporters: Provide details on the recruitment process, including the number of new reporters hired and their roles.

Expanded News Coverage: Summarize the expansion of news coverage, mentioning specific stories or topics covered.

Digital Media Expansion: Explain how your organization expanded its digital media access.

V. Diversity and Inclusivity

Newsroom Diversity: Report on efforts to enhance diversity in the newsroom staff.

Coverage of Underrepresented Groups: Provide examples of stories that focus on underrepresented communities.

VI. Challenges and Mitigation

Challenges Encountered: Discuss any unexpected challenges or obstacles faced during the reporting period.

Mitigation Strategies: Outline strategies employed to address challenges and ensure project continuity.

VII. Impact Assessment

Metrics and Indicators: Share relevant metrics indicating the impact of the grant on news coverage, readership, or community engagement.

Reader Feedback: Summarize any notable feedback or responses from the audience regarding the expanded coverage.

VIII. Lessons Learned

Key Takeaways: Share lessons learned during the implementation of the project.

Adaptations Made: Describe any adjustments made based on feedback or changing circumstances.

IX. Next Steps

Sustainability Plan: Outline plans for sustaining the initiatives beyond the grant period.

Future Milestones: Provide an overview of upcoming milestones and objectives.

X. Additional Information

Additional Information: Please provide any additional information or feedback that may be relevant to the grantor-grantee relationship.

F. Interim Financial Report

WIJF Grant Interim Financial Report

Organization Name:
Project Title/Number:

Grant Information

Total Grant Funds Allocated:
Grant Term: <i>(start/end date)</i>
Reporting Term: <i>(start/end date)</i>

Project Budget Information

Budget and Cumulative Expenses

Reporting should cover only the project(s) for which WIJF grant funds were requested and allocated.

Budget Line Item	Proposed Budget	YTD Amount Committed as of _____	Balance Remaining
Total	\$0	\$0	

G. Final Financial Report

WIJF Grant Final Financial Report

Organization Name:
Project Title/Number:

Grant Information

Total Grant Funds Allocated:
Grant Term: (start/end date)

Project Budget Information

Budget and Cumulative Expenses

Reporting should cover only the project(s) for which WIJF grant funds were requested and allocated.

Budget Line Item	Proposed Budget	Amount of Grant	Balance Remaining
Total	\$0	\$0	

Unspent Grant Funds: \$

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