

GRANT TERMS AND CONDITIONS



General Motors does not enter into separate grant agreements. Instead, the agreement is established during the application process and the applicant's agreement to the following terms and conditions prior to application submission.

General Motors and your organization (hereinafter referred to as the Grantee) are entering into this Agreement to establish the terms and conditions applicable to this grant.

1. The Grantee agrees to perform all activities described in their grant application submitted to General Motors. As needed, General Motors and the Grantee may agree in writing to modify the objectives, methods or timeline of the project for which grant funds have been awarded. General Motors has relied on the representations and statements in the grant application and will expect the Grantee to meet all expected measurable outcomes stated therein.
2. The Grantee agrees to expend the entire grant amount for the purposes stated in the grant application and according to the budget specified in the grant application. The Grantee may shift up to 10% of the grant amount between Grantee's budget line items. The Grantee must seek permission from General Motors to make any additional budget changes. The Grantee will keep adequate records to document the expenditure of funds, and the activities supported by the grant. The Grantee agrees to make available to General Motors, at reasonable times, the financial records related to the activities supported by the grant.
3. The Grantee warrants that it is currently exempt from Federal income tax pursuant to Internal Revenue Code Section 501(c)(3) and that it has received no notice or information that the IRS determination letter it has provided to General Motors has been revoked, modified, suspended or superseded by IRS action or otherwise.
4. The Grantee agrees to notify General Motors about any of the following:
 - any change in key personnel of the project or organization
 - any change in address or phone number
 - any change in tax-exempt status under Section 501(c)(3) of the Internal Revenue Code
 - any development that significantly affects the operation of the project or the organization
5. General Motors may, after notice to the Grantee of its intent to do so, cancel its participation in the project for which funds are granted, in the event General Motors, in its sole judgment, finds that:
 - the Grantee has failed to make substantial progress in the completion of the project, or
 - the Grantee has failed to comply with the terms of this Agreement, or
 - such cancellation is necessary to comply with the requirement of law, or
 - the Grantee fails to qualify as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code

6. The Grantee agrees not to expend any grant funds in such a way:
 - for any purpose other than one specified in the Internal Revenue Code, i.e., a religious, charitable, scientific, literary or educational purpose, or to carry on propaganda or otherwise attempt to influence legislation, or
 - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, or
 - for any grant to an individual which does not comply with the program requirements
7. The Grantee agrees to defend and hold harmless General Motors and its employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.
8. The Grantee agrees to comply with all applicable federal, state, and local antidiscrimination laws, including Section 1981 of the Civil Rights Act of 1866, and not select, prioritize, prefer, or exclude individuals or the organizations they lead or manage from activities based on the individuals' race, ethnicity, or other protected characteristics.
9. The Grantee agrees to comply with all applicable laws, including federal laws related to blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism; and with federal law, embargoes and trade sanctions regulating international transactions, unless a court of competent jurisdiction has adjudged such prohibitions invalid.
10. The Grantee agrees to complete all required interim and final impact reports relevant to their approved grant.

If the Grantee does not report adequate project progress in these reports, the Grantee agrees to participate in a discussion to determine steps needed to properly meet grant expectations. The Grantee must be prepared to discuss:

- project activities that have taken place to date
- project expenditures to date
- events that have had a significant effect on the project
- an evaluation of the project to date

If relevant to the grant, the Grantee agrees to submit a Final Report at the close of the grant period, approximately 12 months after the grant is approved. Links to the reporting requirements will be emailed to the Grantee approximately 30 days before each report due date.

11. The Grantee authorizes General Motors to use the organization's name, logo and description of the project funded by General Motors in any communication, press release, marketing or advertising materials and similar generated for internal or external use. General Motors will notify Grantee of any planned recognition.
12. The Grantee agrees to appropriately recognize General Motors in any advertisement, publicity or public comment related to the project for which funds are granted and will seek approval from General Motors prior to publication.