



## **Tri-State EMC Foundation Terms and Conditions To Award a Grant**

### **1. General**

This grant is subject to the laws and regulations of the State of Georgia and the United States.

### **2. Audit**

The Tri-State Electric Membership Corporation Foundation Incorporated, Inc. (here on referred to as the "Foundation") reserves the right to audit, or have audited, the financial records of the Grantee for the year in which funds were received from the Foundation.

### **3. Access to Records**

Financial records, supporting documents, statistical records, and all other records pertinent to a Grant shall be retained by the Grantee for a period of three years from the date of the Grant.

### **4. Earned Interest**

Grantees who earn interest on their Grant may keep and use the interest to further fund the Grant award.

### **5. Grantee-Acquired Property**

Title to all tangible personal property purchased by the Grantee with Grant funds shall be deemed to have been vested in the Grantee upon purchase. All tangible personal property purchased with Grant funds shall be identified with a Tri-State EMC Foundation sticker, provided by the Foundation, or other means as practical.

### **6. Publications**

By accepting the Grant, the Grantee gives express consent to the Foundation that it may take and distribute pictures and stories about the Grant and Grantee. The Grantee agrees that when releasing information relating to this Grant, the release shall include a statement to the effect that the project or effort undertaken was or is funded (or partially-funded) by the Tri-State EMC Foundation. For the purpose of this clause, distributed information includes pictures, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, and proceedings.

### **7. Officials Not to Benefit**

No member of the Board of the Tri-State EMC Foundation or the members of the Grantees Board of Directors shall individually benefit from any share or part of this Grant, or to any benefit arising from it.

### **8. Nondiscrimination**

By accepting funds under this Grant, the Grantee assures that it will comply with applicable provisions of the following national laws or regulations prohibiting discrimination including but not limited to:

- On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.)

- On the basis of sex or blindness, in Title IX of the Education Amendment of 1972 (20 U.S.C. 1681, et seq.)
- On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by the Department of Health and Human Services regulations at 45 CFR Part 90.
- On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by the Department of Justice regulations at 28 CFR Part 41.

**9. Assurances of the Grantee**

The Grantee assures the Foundation that this Grant does not fund capital campaigns or endowments and will not be used for lobbying or political campaigns. The Grantee further assures the Foundation that none of this money will be used internationally.

**10. No Partnership or Joint Venture Created**

Neither any Grant by the Tri-State EMC Foundation nor any acceptance of a Grant by a Grantee shall create any partnership, joint venture, agency, or other relationship by or between the Foundation and the Grantee, each to be considered separate and apart from the other.

**11. Indemnification**

Should it be determined at any time, through audit or otherwise, that any funds granted by the Foundation to any Grantee are used contrary to the terms and conditions set out herein or any law or regulations, or in violation of the bylaws of the Grantee or of the Foundation, then the Grantee shall indemnify and return such funds to the Foundation.

Signed by:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Glenn Harbison, Foundation Chairperson

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Date

Email address to send photos:

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