

***Oberweiler Foundation***  
*1250 S. Grove Avenue, Suite 200*  
*Barrington, Illinois 60010*

<DATE>

<GRANTEE NAME>

<GRANTEE ADDRESS 1>

<GRANTEE ADDRESS 2>

The Oberweiler Foundation ("Foundation") is providing a restricted grant to <GRANTEE NAME> of **\$XX,000** to support your <PROJECT NAME>, said grant to be subject to the following terms and conditions:

- (a) Grantee is a 501(c)(3) tax exempt organization and is recognized as such by the Internal Revenue Code (IRC).
- (b) Grantee will utilize the grant's proceeds only for charitable and educational activities consistent with its tax-exempt status described above. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by IRC Section 501(c)(3) or, if applicable, IRC Section 501(h) and 4911.
- (c) Grantee will inform Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status described above.
- (d) **Grantee will report in writing to the Foundation on a quarterly basis by 15<sup>th</sup> day of April, July, October, and January as to how the Foundation's grant has been applied and where the program stands with respect to established milestones set up to measure progress; and, will provide promptly such additional information, reports and documents as the Foundation may request.**
- (e) This grant is earmarked for the project identified above, as described in Grantee's funding application and related correspondence. It is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses otherwise. Rather, Grantee accepts, and will discharge, full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions.  
  
Nevertheless, if the grant for any reason cannot be applied to the specific project for which this grant is intended, or if Grantee ceases to operate for any reason prior to expending the grant in full, then Grantee will make use of the grant funds (or any portion remaining) for such similar project(s) as the Foundation approves, including distribution to another charity qualified under Section 501(c)(3) and Section 509(a)(1), (2) or (3) of the Internal Revenue Code, for a similar purpose.
- (f) This grant is not in any way earmarked to support or carry on any lobbying or voter-registration drive. If this grant is restricted to a specific project, Grantee hereby reaffirms that the project's current intentions to expend at least the amount of this grant (plus any other grant from the Foundation this year for the same project) on project non-lobbying and non-voter-registration activities in Grantee's current fiscal year.

Grantee's deposit, negotiation or endorsement of the Grant check will constitute its agreement to the terms and conditions set forth above. However, for the Foundation's files, please have the enclosed copy of this letter reviewed and signed where indicated by an authorized officer of the Grantee and returned to the Foundation at Grantee's earliest convenience.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Foundation's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

(TYPE OR PRINT)

Title: \_\_\_\_\_