

Sample Contingency Wording

MATCHES/MULTIPLE YEARS/COMBINATIONS

This grant is contingent upon the grantee securing sufficient funds from other sources, along with this grant, to complete the project as described in the proposal.

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This is a three-year grant with three separate components.

Year One:

The award for this year is an outright grant of \$300,000.

Year Two: (July 1, 2000, to June 30, 2001)

The \$300,000 award for this year is contingent upon the grantee raising an equal amount in new or increased contributions (using 1998-99 as the base year) from individuals, businesses, and foundations whose assets do not exceed \$20 million.

Year Three: (July 1, 2001, to June 30, 2002)

The \$350,000 award for this year is contingent upon the grantee raising an equal amount in new or increased contributions (using 1998-99 as the base year) from individuals, businesses, and foundations whose assets do not exceed \$20 million.

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This grant is a 1:1 challenge grant. The Trust grant of \$750,000 is contingent upon the grantee raising an equal amount for the project. However, the Trust will advance the first payment in the amount of \$250,000. After that first \$250,000 has been matched in funds raised by the grantee, the Trust will then release the remainder of the grant funds in increments of \$100,000 as additional funds are raised by the grantee.

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Payment for Year One is contingent upon receipt and approval of a workplan for this project; this workplan must be received by the Trust by December 1, 2002. Grant payments beyond the first year are contingent upon Trust approval of satisfactory progress toward long-term stability of the grantee. This progress will be determined based on the achievement of goals in the project workplan.

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It is assumed that negotiations with Children's Services Division to cover the costs of Proctor Care will be pursued throughout the grant period. Pending the results of these negotiations, \$60,000 of the award in Year Three is contingent upon the grantee providing adequate documentation that the need continues to exist for Trust support.

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The grant is in two parts. The Trust has approved \$50,000 to help support administrative costs of the museum, as described in the project budget. The Trust will forward a check in the amount of \$50,000 during the first or second week of March 2000 if a signed copy of this is received by the Trust by the end of February. Otherwise, the check will be forwarded within three to six weeks of receipt of the signed agreement.

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The Trust has also approved a \$200,000 challenge grant on a 1:1 match to help complete the second floor of the museum. The Trust will release funds in increments of \$50,000 or more; that is, when the grantee documents the receipt of contributions of \$50,000, the Trust will send \$50,000, up to the maximum of this grant. Matching funds may come from any contributed source, and, subject to approval by the Trust, may include a reasonable amount of in-kind donations of material and equipment. In-kind donations may be counted as matching funds if they are essential to the project, and if they represent items that would have had to be purchased for the project as described in the approved budget. The value of in-kind donations should be calculated at fair market value. In order to qualify as matching funds, contributions must be made before July 1, 2001.

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This grant is contingent upon the grantee raising the required matching funds in new or increased donations from other foundations, corporations, government agencies and individuals. In the first year the Trust will provide up to \$60,000, two dollars for each one dollar (2:1), of qualifying contributions to the grantee. In the second year the required match will be one dollar for each one dollar (1:1), up to a maximum contribution of \$50,000 from the Trust. In the third year the required match will be one dollar to every two dollars (1:2), up to a maximum contribution of \$40,000 from the Trust. One-half of each year's grant will be paid when the grantee has submitted documentation that one-half of the required match has been raised for that year.

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This grant is contingent upon the grantee matching these funds with contributions from other sources on a 2 to 1 basis. The Trust will release funds in increments of \$25,000 or more; that is, when Hospice House documents the receipt of contribution of \$50,000, the Trust will send \$25,000, up to the maximum of this grant. Matching funds may come from any contributed source; fees for service or other forms of "earned" income will not be counted as part of the match.

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This grant is in two parts. The Trust has approved \$25,000 for upgrading the language lab, contingent upon the university raising \$50,000 from other sources for this purpose. The remainder of the grant, \$270,000, is for those aspects of the proposal designated in the grant budget appended to this letter.

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This grant is contingent upon the grantee raising the required matching funds in new or increased donations from other foundations, corporations, government agencies, and individuals. In the first year the Trust will provide, up to a maximum of \$500,000, two dollars for each one dollar of qualifying contributions to the grantee. In the second year, the required match will be 1:1, up to a maximum contribution of \$200,000 from the Trust. In determining whether contributions are "new or increased," the baseline for the first year will be the 1999-2000 season, and the 2000-01 season will be the baseline for the second year of the grant. Payments of the grant will be made each time the grantee raises a minimum of \$50,000, except for the first payment of \$100,000, which will be forwarded to the grantee, as an advance, after the Trust has received a signed copy of this award letter.

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Year One: January 1, 1995, to December 31, 1996

A 1:1 challenge grant of \$85,000 for use in completing the purchase of equipment and software for the computer labs and electronic labs which are part of Phase One. This grant is contingent upon the applicant receiving \$85,000 for Phase One from private industries and businesses. Contributions made before December 31, 1995 would count toward this match.

Year Two: January 1, 1996, to December 31, 1997

A 1:1 challenge grant of \$115,000 for the purchase of computer and electronic equipment in Phase Two. This grant is contingent upon the following:

- 1) Commitment by the State of Oregon for its share of Phase Two capital costs in the amount of \$1,800,000;
- 2) Matching contributions for Phase Two in the amount of \$115,000 from private industries or businesses.

This grant is also contingent upon the grantee providing a budget for the expenditures of the grant funds prior to the request for the release of Phase One and Phase Two funds.

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The Trust has approved a \$200,000 challenge grant, which must be matched by an equal amount from new or increased contributions from members and local businesses. (Foundation or corporate grants from outside the region may not count toward this match.) Also, as a special incentive for current members to move their renewal date from November to July, we will match on a 1:1 basis the entire gift of members who move forward their renewal date **and** increase their gift by 25% over their last contribution. (If a "November" member does not meet both of these conditions, any increase over his/her previous gift will still count toward the regular match.)

BENCHMARKS/GOALS

Payment for Year One is contingent upon receipt and approval of a workplan for this project; this workplan must be received by the Trust by December 1, 2002. Grant payments beyond the first year are contingent upon Trust approval of satisfactory progress toward long-term stability of the grantee. This progress will be determined based on the achievement of goals in the project workplan.

YEAR ONE: The first payment is contingent upon Trust approval of a signed agreement between The Children's Course and Youth Resources stating that the golf course will be dedicated for use by children.

YEAR TWO AND THREE: Payments for each of these years will be contingent upon The grantee meeting the goals, objectives, and benchmarks of accomplishments outlined by the grantee in the monitoring document provided to the Trust at the time of the grant.

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The YEAR ONE payment of \$600,000 is an outright grant to be paid in two equal parts prior to 6/30/99. Subsequent payments will be made to the grantee during the period 1/1/00 to 6/30/03 contingent upon the grantee achieving a balanced budget on each fiscal year, FY99, FY00, FY01, and FY02, and meeting specific fundraising benchmarks to be set forth in a letter from the Trust. Subsequent payments will be made according to the following schedule:

\$500,000 on or after 10/15/99
\$400,000 on or after 10/15/00
\$300,000 on or after 10/15/01
\$200,000 on or after 10/15/02

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This grant is in two parts. The first is an outright grant of \$200,000 to be made by April 15, 2000. Further payments for this grant are contingent upon the grantee meeting the benchmarks of accomplishment as outlined in the Goals and Objectives document submitted to the Trust during March 2000. Grant funds will be distributed on an annual basis as follows:

YEAR ONE: \$45K outright grant (\$40K for staffing costs and \$5K for technical assistance to help the board develop a membership program and a refined fundraising plan.)

YEAR TWO: \$30K contingent upon the grantee having successfully met the Year One fundraising goals for operating expenses and completing the benchmarks of accomplishment for the first year work plan as outlined in the proposal materials.

YEAR THREE: \$25K contingent upon the grantee having successfully met the Year Two fundraising goals for operating expenses and completing the benchmarks of accomplishments for the second year work plan as outlined in the proposal materials.

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YEAR ONE Payments: Grant payments will be spaced out through Year One and are contingent upon the following:

January 15, 2001 – \$30,000 – Contingent upon the Trust approval of the Goals and Objectives, Workplan, and Timeline.

April 15, 2001 – \$40,000 – Contingent upon grantee having raised an additional \$30,000 between December 1, 2000 and April 1, 2001.

October 15, 2001 – \$20,000 – Contingent upon grantee having raised the total operating expenses for the fiscal year 2000-01 (total expenses = \$189,472) and contingent upon the grantee meeting its program and fundraising benchmarks as outlined in the Goals and Objectives and the Workplan and Timeline.

Strategic Planning and Fundraising Training (totaling \$15,000) can be used over the two years of the grant. Payment of this portion of the grant is contingent upon Trust approval of a plan for use of the funds.

YEAR TWO Payment:

January 15, 2002 – This payment of \$55,000 is contingent upon the grantee having completed a strategic plan and a fundraising plan during Year One.

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There are contingencies that must be met before a payment of \$35,000 will be released for each of the three years of this project. YEAR ONE: Trust approval of 1) revised goals and objectives; 2) benchmarks of accomplishment for the project. YEAR TWO: Grantee must have achieved the goals of Year One and have added at least two new board members. YEAR THREE: Grantee must have achieved the goals for Year Two.

GRANT PAYMENTS

The Trust will forward a check in the amount of \$100,000 to the grantee during the first or second week of March 2003 if a signed copy of this agreement is received by the Trust by the end of February. Otherwise, the check will be released within three to six weeks of receipt of the signed agreement.

Upon documentation that the grantee has met the above contingency requirement for each of Years Two and Three, the Trust will schedule payment for each of those years (Year Two – \$200,000, Year Three – \$100,000).

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Year One: Upon documentation that the grantee has met the contingency requirement for Year One, the Trust will forward a check in the amount of \$85,000.

Year Two: Upon documentation that the grantee has met the contingency requirement for Year Two, the Trust will forward a check in the amount of \$115,000.

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The Trust will release payments of this grant in the following manner. When the grantee has raised the first \$25,000, the Trust will forward \$25,000 within approximately one month of the time the grantee submits documentation of the match. Thereafter, the Trust will send payments in increments of \$50,000 or more when the grantee has documented an equal match, except for the final payment, which will be for whatever remains of the grant.

The grantee will submit to the Trust a full list of all donors during the period May 1, 2001, through April 30, 2002; this will be the base year used in calculating increased giving. To document that matching funds have been raised, the grantee will send to the Trust a list of new contributors and the amount of their gifts and a list of prior contributors that shows their prior and new contributions.

IRS STATUS

Since the grantee's advance ruling ends on December 31, 2002, the second and third year payments of this grant are contingent upon the continued IRS designation of the grantee's organization as a publicly supported organization described in Section 509(a)(1).

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The grantee should note that the organization's IRS advance ruling ends on December 31, 2001; procedures should be begun with IRS to make application for final determination.

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The grantee should note that their I.R.S. advance ruling period ends on December 31, 2004. Trust payments after that date will be contingent upon the grantee submitting documentation from the I.R.S. of final determination.

HABITAT FOR HUMANITY GRANTS

Habitat for Humanity Grants – Addition to Grant Requirement section of Grant Award: (This may be different numbers depending upon whether or not budget/objectives has been included.

6. It is the understanding of the Trust that all of these grant funds will be used in the geographical area served by this Habitat affiliate; none of these funds will be used as the tithe for international projects.
7. The grantee will abide by all provisions of this agreement and will keep adequate supporting records to document the expenditure of funds and activities supported by these funds.

* 2/04 – Add into next round of HfH challenge grants: “Matching funds may not come from another foundation” or some such wording.