

Canopy Project Grant Agreement to a Non-Profit Org

Grantee: Non-Profit.org

Total Grant Payment: \$TBD

Award Date: March 1, 2025

Grant Period: March 1, 2025-December 31, 2025

Payment Schedule: Single Payment

Purpose of Grant: TBD Canopy Grant ID: TBD

Address to send payment: TBD

This grant is awarded by CANOPY subject to the following terms and conditions:

A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(I), (2), or (3) of the Internal Revenue Code (the "Code"), and Grantee will inform CANOPY immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.

- B. This grant may be used only for Grantee's charitable and educational activities. While CANOPY understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any CANOPY grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without CANOPY's prior written approval. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. CANOPY may request that Grantee return any grant unexpended grant funds remaining at the end of the project period.
- C. Grantee will provide promptly such additional information, reports and documents as CANOPY may request (for example: Annual Report and/or Financial Statement at the end of Grantee's current fiscal year) and will allow CANOPY and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel

that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by CANOPY.

E. Grantee will allow CANOPY to review and approve the text of any proposed publicity concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, CANOPY reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.

F. CANOPY reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in CANOPY's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of CANOPY; or (3) to comply with any law or regulation applicable to the Grantee, to CANOPY, or this grant.

Grantee's deposit, negotiation or endorsement of the payments associated with this Grant ID will constitute its agreement to the terms and conditions set forth above. However, for CANOPY's files, please have this agreement reviewed and signed by an authorized officer of Grantee and returned to us within three weeks of receipt of this agreement.

Grantee may wish to have this agreement reviewed by legal counsel.

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

| Authorized Signa | ture: | | |
|------------------|-------|--|--|
| Printed Name: _ | | | |
| Title: | | | |
| Date: | | | |

A typed e-signature is acceptable if this agreement is returned through email to CANOPY using an email address associated with either the Grantee or the signing officer.