

Tree Research & Education Endowment Fund
Grant Conditions and Agreement

Below are conditions which must be adhered to in the use of any grant by the Tree Research & Education Endowment Fund, also identified as the TREE Fund.

Use of Funds: The funds provided pursuant to this grant and any income earned thereon may be spent only in accordance with the provisions of your funding request and budget as submitted to the TREE Fund and as outlined in the grant award letter. **NO OVERHEAD EXPENSES MAY BE FUNDED BY THIS GRANT.** The program is subject to modification only with the TREE Fund's prior written approval.

No funds provided by the TREE Fund may be used for any political campaign or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research. Any grant funds or income earned there on not expended for purposes of the grant must be returned.

Fiscal Responsibility: Your organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

Reporting Requirements: X will furnish the TREE Fund with interim and final reports, including a fair and complete financial statement reflecting original budget submitted with proposal and actual expenditures, a narrative that describes program progress based upon the goals and objectives in the original proposal. You are also strongly encouraged to submit your findings for publication to professional journals.

Interim Report due: Date

Final Report due: Date

Interim and final grant payments will made upon receipt and approval of these reports.

Upon the completion of the project for which the grant has been made, report the results achieved and practical or applied outcomes anticipated (if relevant). Such reports shall supply sufficient information as necessary for the TREE Fund to determine that the grant is being used for the purposes intended and for the Fund to fulfill its own public reporting.

Liability: X hereby agrees to indemnify and hold The TREE Fund harmless from any and all damages, liability suits, claims, liens, taxes or demands whatsoever arising out of X's use or distribution of the funds received from the TREE Fund. X further agrees to defend the TREE Fund from any loss or expense resulting there from including the Foundation's costs and expenses of litigation or arbitration including attorney's fees.

Publicity: As the research foundation of the international tree care industry, the TREE Fund has special challenges and responsibilities. We are a public foundation and the public expects to be regularly informed of the use of the TREE Fund's funds. We are also the tree care industry community's endowment and are dependent upon the continued flow of donations from friends in the community. Therefore, we ask that you mention the TREE Fund at conference presentations, in press releases, programs, announcements, feature stories, and print materials produced in conjunction with the grant, and that in your public information, and publication of your research, you highlight your connection with the TREE Fund by presenting the TREE Fund slide provided to you. It is a very positive way you can support the work of the TREE Fund. Please clear all print references to the foundation in advance with our office.

ACCEPTANCE

Initial payment of this grant will be made after receipt by the TREE Fund of an executed copy of this form acknowledging both the terms of this grant and the grant conditions as set forth above in this agreement and in the award letter. We agree to notify The TREE Fund immediately should there be any change in or challenge to the organization's (or University's) tax status.

For: X

TREE Fund

Print or Type Name

President/CEO

Signature

Signature

Date

Date