Tree Research & Education Endowment Fund (TREE Fund) Grant Conditions and Agreement

Grant #:_____

The following terms and conditions govern the payment and use of any funds granted by the Tree Research & Education Endowment Fund, hereafter the "TREE Fund."

Use of Funds: Funds provided by this grant and any income earned thereon may be spent only in accordance with the original grant request and budget as submitted to the TREE Fund, unless amended via the email transmitting this agreement for action. Any variation in the project or budget must be submitted to and approved in writing by the TREE Fund in advance of changes being implemented.

No university or institutional overhead expenses may be funded by this grant. 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 thereon not expended for defined purposes of the grant must be returned to the TREE Fund.

Fiscal Responsibility: *(University or Institution)* is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

Reporting Requirements: (University or Institution) will indicate its acceptance of the grant's terms and conditions by returning a signed copy of this agreement to the TREE Fund, along with an Executive Summary of the project in layman's terms and the Principal Investigator's photo. Interim payment will be made upon receipt and approval of an interim report describing the program's progress against the goals and objectives defined in the original proposal. Final payment will be made upon receipt and approval of a final report documenting the results achieved and practical or applied outcomes anticipated. The final report must include a financial statement comparing the original budget to actual expenditures, an Executive Summary written in layman's terms summarizing findings and potential impacts on the work of tree care professionals, and at least two high resolution photos suitable for publication. The final report must supply sufficient information for the TREE Fund to determine that the grant was used for the purposes intended and for the TREE Fund to fulfill its own public reporting requirements. The Principal Investigator must submit findings for publication to *The Journal of Arboriculture, ISA Arborist News, TCI Magazine* or other relevant journals, and then notify the TREE Fund if and when results are accepted for publication.

Interim Report due: Date

Final Report due: <u>Date</u>

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

Publicity: The TREE Fund is a public 501(c)3 trust tasked by law not only with funding scientific research, but also disseminating its results. Widespread publicity for grants issued by the TREE Fund has direct positive impact on all initiatives designed to secure funding for future research and education projects. *(University or Institution)* and *(Principal Investigator)* agree to credit the TREE Fund at conference presentations, in press releases, programs, announcements, feature stories, and print materials produced in conjunction with this grant. A TREE Fund slide is provided with this agreement to support consistent distribution of the trust's mark.

ACCEPTANCE

This Agreement is considered to include all supporting documentation provided with the grant application, as well as any supplemental information contained in the transmittal email. Initial payment on this grant will be made after receipt of all items documented above. *(University or Institution)* must notify the TREE Fund immediately should there be any change in or challenge to the organization's tax status.

For: (University or Institution)	TREE Fund
Print or Type Name	J. Eric Smith, President and CEO
Title	Date
Signature	-
Date	-
By: (Principal Investigator Name)	

Signature

Date