

_____APPLICANT

**Norman Archibald Charitable Foundation
Grant Agreement
Terms and Conditions**

DATE _____

As an applicant for a grant from the Norman Archibald Charitable Foundation (the "Foundation") the applicant acknowledges that there are conditions on the use of an awarded grant and that a certain report on its use are required as described in this agreement. If a grant is not awarded by the Foundation in response to the attendant application this agreement is void and has no effect. Upon being awarded a grant from the Foundation the applicant becomes a "grantee" and is hereinafter identified as such.

Grantee agrees to use the grant solely for the purposes outlined in its proposal to the Norman Archibald Charitable Foundation. Grantee further agrees that these funds will be used exclusively for exempt purposes as described in their grant application. Grantee agrees not to use any portion of the funds granted to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, or for any noncharitable or noneducational purpose.

Grantee will repay the Foundation any portion of the amount granted that is not timely used for the purpose of this grant.

Grantee will complete and submit to the Foundation the "Grant Use Report" that will be included in the Foundation's grant notification letter. The report is due no later than one year of the grant anniversary date. Please mail the report to:

Norman Archibald Charitable Foundation
c/o The Private Bank
Wells Fargo Bank N.A.
P.O. Box 21927
Seattle, WA 98111

The report will include two parts: a financial report and a narrative report. The financial report will show revenues and expenses for the project. It will show the amount granted by the Foundation and how these funds were expended. In the narrative report, Grantee will briefly describe how the grant benefited the Organization and the furtherance of Grantee's charitable purposes. Failure to submit a satisfactory report may affect Grantee's future grants from the Foundation.

It is understood that the Foundation makes its grant with the understanding, based upon the Grantee's representation, that the Grantee is a tax-exempt organization of the type described in the grant application, and that it is not now and has not within the past five years been classified as a "private foundation" as that term is defined in Section 509(a) of the Code. By executing this agreement, Grantee represents that the tax-exempt ruling it submitted to the Foundation has not been revoked or modified.

Grantee will notify the Foundation immediately of any significant organizational changes during the term of the grant, including changes in key personnel, tax status or the goals of the project.

Grantee will permit representatives of the Foundation to visit the premises and review activities of the Grantee with respect to the programs supported by this grant and will permit the Foundation, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this grant, if the Foundation deems it necessary.

An authorized representative of the applicant's organization is executing this grant agreement as evidence of understanding and acceptance of its terms and conditions. A copy of this agreement is acknowledged as being retained by the applicant.

Applicant/Grantee's Name:

Dated: _____

By: _____

Name and title of signer

Name of contact person for Applicant/Grantee: _____

Telephone Number: _____