

3M Foundation Grant Terms and Conditions

Grants by 3M Foundation to an organization (“Grantee”) are subject to the following terms and conditions:

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

2. This grant may be used only for Grantee’s charitable and educational activities. While the 3M Foundation understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any 3M Foundation 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. If a project is identified, then this grant must be used only for the project as described in the Grantee’s proposal and related correspondence, and may not be expended for any other purposes without the 3M Foundation’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. If a project period is defined, then the 3M Foundation may request that Grantee return any grant unexpended grant funds remaining at the end of the period.

3. Upon request, Grantee will provide to the 3M Foundation an Annual Report and Audited Financial Statements at the end of Grantee’s current fiscal year.

4. Grantee will provide promptly such additional information, reports and documents as the 3M Foundation may request and will allow the 3M Foundation 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 the 3M Foundation.

5. 3M Foundation may include information on the Grant in its periodic public reports and may make information about the grant public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Grantee will allow the 3M Foundation 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, the 3M Foundation 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.

6. The 3M Foundation 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 3M Foundation’s sole discretion, deems 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 the 3M Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to the 3M Foundation, or this grant.

7. Grantee will maintain, at its own expense, on an occurrence basis suitable: (a) commercial general liability insurance (including contractual liability); (b) if available for the type of service Grantee is providing, professional liability insurance (including errors and omissions coverage); (c) worker’s compensation insurance that meets statutory requirements or satisfactory evidence that Grantee is authorized to self-insure; and (d) employer’s liability insurance. On 3M Foundation’s request, Grantee will provide insurance certificate(s) confirming Grantee’s compliance with all insurance requirements.

8. In consideration for receipt of the grant, Grantee expressly agrees to indemnify, defend, protect and hold harmless 3M Foundation and any of its affiliates, officers, directors, agents and employees against all claims, demands, causes of action, losses, damages, expenses and liabilities asserted by a third party, including a state, federal or local government agency, or employee or contractor of Grantee arising from, regarding or related to, directly or indirectly, this Agreement or the acts or omissions of Grantee, its agents, and employees, even where caused in whole or in part by the negligence of any third party, whether presently known or unknown. Indemnification hereunder shall also include any and all related costs and expenses, including, without limitation, reasonable legal fees.

9. Grantee will ensure that all potential recipients of and participants in a Grantee’s programs and services have access and receive services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status or citizenship. No funds from the grant may be used to proselytize directly or indirectly on behalf of any religious faith, doctrine or belief.

10. Grantee's acceptance of the grant payment constitutes its agreement to these terms and conditions.