

WILLIAM PENN FOUNDATION
Two Logan Square – 11th Floor
100 North 18th Street
Philadelphia, PA 19103
215-988-1830 215-988-1823 (fax)

GRANT AWARD CONTRACT

This grant from the William Penn Foundation is for the purposes described below and is subject to the grantee organization's review and acceptance of the conditions specified within. This Grant Award Contract becomes effective when it is signed by an authorized representative of the grantee organization and one copy of the signed Agreement is received by the Foundation. *This is a legally binding agreement and should be reviewed carefully.*

Grant Number: 56-13

Grantee Organization: Delaware River Basin Commission

Purpose: Toward expanded baseline monitoring of water quality to address potential impacts of natural gas extraction in the Delaware River Basin.

Program Officer: Nathan Boon (*nboon@williampennfoundation.org*)

Term of Grant: 24 months

Grant Amount: \$82,500 to be used as follows:
\$13,000 Salaries and/or Benefits, DRBC technical staff labor
\$3,000 Materials and Supplies, sampling supplies and consumables
\$61,000 Program and/or Project Expenses, radiochemistry analysis by NJDOH Lab
\$5,500 General Operating Support

The Grant Number must be included on all correspondence to the Foundation.

Grant Outputs and Outcomes

This grant is anticipated to lead to the following outputs and grant period outcomes. The Foundation should be notified in writing if it becomes clear that any of these items may not be attainable or if mid-course corrections are needed.

Planned Outputs:

- Baseline characterization of radiochemistry at water quality control points in the region of the Delaware Basin most likely to experience shale gas development.

Anticipated Grant Period Outcomes:

- A comprehensive baseline created for a sensitive water quality indicator that effectively measures contaminants specific to the impacts of fracking prior to the onset of natural gas development in the Delaware Basin, improving the ability of the DRBC and other

public and private monitoring groups to detect evidence of water quality impairment.

Anticipated Post Grant Outcomes:

- Comprehensive baseline of pre-shale development water quality indicators capable of detecting the slightest contamination from fracking combines with an ongoing monitoring program to allow for early detection of harmful shale development practices and, when necessary, enforcement and corrective actions.

Reporting Requirements and Preliminary Payment Schedule

I. Narrative and Financial Reporting Requirements

Grantee organizations are required to submit narrative and financial reports to the Foundation according to the schedule indicated in this contract. *Subsequent payments are contingent upon receipt of acceptable reports, satisfactory completion of other contingencies or conditions if indicated in this contract, and the Foundation's ability to make payment.*

The Foundation prefers to receive narrative and financial reports as PDF attachments submitted through email and addressed to the program officer (email above) and to the Director of Grants Management at bscace@williampennfoundation.org. Hard copies are not necessary if reports are sent electronically.

Narrative reports should include:

- A description of the project(s) funded, **organized using each output and outcome as a heading**, and reporting on the progress made toward achieving the outputs and outcomes.
- Lessons learned, and the impact of this grant on the program and the organization, including, as appropriate, structure, leadership, Board, affiliates, other funders and constituents.
- Any challenges and obstacles encountered and how they affected progress on this project.
- A summary of any changes made or planned for the future to the project objectives or scope of work to further the achievement of the objectives.
- A description of any unintended outcomes as a result of the efforts supported by this grant.

Financial reports should include:

- An accounting of the use of the Foundation's funds, set forth to reflect the budget line items listed in this Grant Award Contract under Grant Amount.
- A budget for the next year of the grant (interim reports only).

Interim narrative and financial reports should reflect the past one year of the grant period and project the next year of the grant. **Final narrative and financial reports** should reflect the entire grant period. The Program Officer should be contacted in advance if more time is needed to complete the work.

A copy of the grantee organization's most recent audited financial statements should be forwarded to the Foundation when available.

The Foundation may withhold payment of grant funds until accurate and complete reports are received, reviewed, and approved by Foundation staff.

The Grantee agrees to notify the Foundation in writing if there is a change in program or organizational direction or leadership.

Report Due Dates

Final Report	6/30/2015
Interim Report	6/30/2014

II. Payment Schedule

Grant checks are typically printed according to the preliminary schedule date(s) listed below and mailed the following week. The Foundation, at its own initiative or at the request of the grantee organization, may modify payment dates and/or amounts and will notify the grantee organization of such changes when necessary. *Subsequent payments are contingent upon receipt of acceptable reports, satisfactory completion of other contingencies or conditions indicated in this contract, and the Foundation's ability to make payment.*

Payment Date	Payment Amount	Contingency Description	Due Date
6/7/2013	\$82,500	Signed Grant Contract Received	5/24/2013

III. IRS Determination

This grant is specifically conditioned upon the grantee organization's status as an eligible grantee of the William Penn Foundation. The Foundation has confirmed the tax status of the grantee organization as eligible. Grantee organization confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its tax-exempt status to be revoked. Grantee organization agrees to notify the Foundation immediately of any change in tax status, including any substantial change in sources of support for any taxable year affected by this grant.

IV. Expenditure of Grant Funds

The grantee organization shall not use any part of this grant (i) to lobby, carry on propaganda or otherwise attempt to influence legislation, (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, (iii) or for any purpose except a charitable or other purpose specified in section 170(c)(2)(B) of the Internal Revenue Code.

The grantee organization agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs and services on the basis of any characteristic or class that is protected by law. Throughout the term of this Grant Award Contract, the grantee organization shall comply with all applicable laws, regulations, rules, decrees and orders, whether federal, state, local or foreign, including but not limited to the anti-terrorism rules of the U.S. Treasury Department's Office of Foreign Assets Control and the Internal Revenue Service's rules and regulations relating to tax withholding and reporting.

Grant funds may be spent only in accordance with the terms and for the purpose(s) stated in this Grant Award Contract and may not be expended for any other purpose without prior

written approval by the Foundation. If the Foundation determines in its sole discretion that any portion of the grant has been diverted from the purposes stated in this Grant Award Contract, the grantee organization shall repay to the Foundation all such diverted grant funds and the Foundation shall withhold any further grant funds until the Foundation receives adequate assurances from the grantee organization that no further diversion will occur and the grantee organization agrees to take extraordinary precautions to prevent further diversions.

Any earned interest from unspent funds must be used toward the purpose of the grant.

The grantee organization is required to keep complete and accurate records of revenues and expenditures relating to this grant in accordance with legal requirements under current nonprofit tax laws.

V. Assessment and Evaluation

The Foundation may, concurrent with the awarding of this grant or at a future time, initiate a formal evaluation or program assessment of this grant. Leaders of the grantee organization, or of the project, agree to cooperate with any monitoring and evaluation and the dissemination of those results, as determined appropriate by the Foundation.

In addition, the grantee organization's Chief Executive and other associates are encouraged to keep in touch with the Foundation on important matters related to the conduct of the project. The Foundation is pleased to provide guidance and assistance as needed. The Foundation may monitor and conduct a review of operations under this grant which may include site visits by representatives of the Foundation or independent evaluators; periodic phone calls, or meetings. During these discussions Foundation representatives may observe your project, discuss the program and finances with your personnel and review records and materials connected with the activities funded through this grant.

VI. Publicity, Publications and Communications with the Media

The Foundation strives for openness in its work, and expects that grantees will disclose our support when publicly discussing work funded by this grant.

Before releasing any of the below-referenced materials or other public information that refers to the Foundation, all references to the Foundation must be reviewed and approved by our Director of Communications.

- If you create printed, visual, audio, or web-based materials, or if you produce or present a performance or public event as a result of this grant, please note us as a supporter of the work in a manner appropriate to the materials. It is often sufficient to simply include us in a list along with other funders.
- If you make a public announcement (e.g., a press release, op-ed, web item, newsletter, etc.) about work that results from this grant, please reference our support.
- It is not necessary to make a special announcement of the Foundation's grant where none is otherwise planned, unless you find some benefit in doing so.
- You may mention the Foundation's support as part of a fundraising campaign (e.g., public appeals, direct mail, telephone solicitations, etc.), but all related language and materials must be reviewed by the Foundation in advance.

If you wish to use our logo, please check with us before placing it in materials or on websites. Our logo can be provided in high and low resolution file formats upon request. Requests should be accompanied by a visual mock-up or description of the intended use. The Foundation's logo may not be altered in any way.

All requests should be directed to grants@williampennfoundation.org

Grantee organizations may use the following background information statement on the Foundation, without alteration:

The William Penn Foundation, founded in 1945 by Otto and Phoebe Haas, works to close the achievement gap for low-income children, ensure a sustainable environment, foster creativity that enhances civic life, and advance philanthropy in the Philadelphia region. With assets of nearly \$2 billion, the Foundation distributes approximately \$80 million in grants annually. Learn more about the Foundation at www.williampennfoundation.org.

VII. Refunds

The grantee organization agrees to return any funds remaining at the conclusion of the project, in excess of \$100, to the Foundation. The Program Officer should be contacted in advance if more time is needed to complete the work. Refund checks should be accompanied by a brief description of the grant, reason for the refund, and the grant number and be mailed directly to:

Mr. Bruce Bergen
Director, Finance and Administration
William Penn Foundation
Two Logan Square – 11th Floor
100 North 18th Street
Philadelphia, PA 19103

VIII. Termination

The William Penn Foundation, at its sole discretion, may terminate this Grant Award Contract or withhold payments, or both at any time if, in the Foundation's judgment: (i) the Foundation is unable to make payments; (ii) the Foundation is of the opinion that the grantee organization is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of this grant; or (iii) the grantee organization dissolves, is no longer eligible for tax-exempt status, or ceases to operate. If termination occurs prior to the scheduled end date, the grantee organization shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within 60 days after written request by the Foundation, the grantee organization shall remit all grant funds unexpended as of the effective date of termination.

IX. Acceptance of the Terms of Grant Award Contract

This Grant Award Contract (i) contains the entire Contract between the parties with respect to this grant and supersedes any previous oral or written understandings, agreements, or contracts; (ii) may not be assigned by the grantee organization in any respect without the prior written consent of the Foundation; (iii) may not be amended or modified except by an agreement in writing signed by both parties; and (iv) shall be governed by the laws of

Pennsylvania, exclusive of conflicts of laws provisions. The waiver by the Foundation of a breach of any provision of this Grant Award Contract by the grantee organization shall not be construed as a waiver of any other or subsequent breach by the grantee organization of that provision or any other provision.

By: Carol R. Collier Date: 6/3/13
Ms. Carol Collier, P.P., AICP
Executive Director
Delaware River Basin Commission
25 State Police Drive
P.O. Box 7360
West Trenton, NJ 08628

By: Nathan Boon Date: 19 May 2013
Nathan Boon
Program Associate, Watershed Protection
William Penn Foundation
Two Logan Square – 11th Floor
Philadelphia, PA 19103

By: Brian A. Dwyer Date: May 21, 13
Officer, William Penn Foundation