



14 South Street  
Concord NH 03301  
(603) 228-2448

## 2008 Terms of Award

The Endowment for Health, Inc. ("EFH") hereby awards the Grant described below according to the terms and conditions stated:

**Project Title:**

**Grant ID Number:**

**Grantee:**

**Project Goal Statement:**

**Grant Description:**

**Endowment Theme:**

**Endowment Theme Goal(s):**

**Endowment Theme Strategy(s):**

**Grant Period:**

Start Date:      End Date:

**Amount of Award**

Distributed semi-annually as follows:

Payment 1	January 1, 2006 following receipt of signed contract
Payment 2	July 1, 2006
Payment 3	January 1, 2007
Payment 4	July 1, 2007
Payment 5	January 1, 2008
Payment 6	July 1, 2007

**Required Reports**

Grant Progress Report 1	June 30, 2006
Grant Progress Report 2	December 31, 2006
Grant Progress Report 3	June 30, 2007
Grant Progress Report 4	December 31, 2007
Grant Progress Report 5	July 31, 2008
Final Progress Report 6	December 31, 2008

In consideration of the awarding of the Grant and of the agreements made herein, the Grantor and the Grantee hereby accept the terms and conditions of this *Terms of Award*, which become binding, retroactively, upon the Award Date specified below.

**In Witness Whereof**, the parties have executed this *Terms of Award*.

To accept this award and receive the approved funds, return a signed copy of *Terms of Award* within 30 days of the Award Date. Send all correspondence to the above address.

**The Endowment for Health, Inc., as  
Grantor**

**as Grantee**

\_\_\_\_\_  
Signature of President  
James W. Squires, M.D.

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Executive Director

Award Date: \_\_\_\_\_  
(Date of signing by Grantor)

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of President, Board of Directors  
Printed Name: \_\_\_\_\_

(If applicable)  
\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Fiscal Agent  
Print Name: \_\_\_\_\_

## 1. Payment of Award

Payment will be issued to the Grantee once the Endowment for Health has received the signed *Terms of Award* and adequate evidence of compliance with any Conditions as set forth on pages one and two of this document. Fifty percent (50%) of the approved funds for a designated grant year will be paid upon receipt of the signed *Terms of Award*. Subsequent payments of up to fifty percent (50%) of approved annual funds will be paid upon receipt and approval of the Grantee's semi-annual progress report. Full payment is based on grant performance.

## 2. Expenditure of Award

The award is made only for the purposes set forth in the above "Grant Description", the original Grantee's *Application Summary* and *Application Narrative*, any changes made according to related correspondence, and the final approved budget. Any subsequent modifications to the above mentioned documents may be made only with prior written approval by the Endowment for Health. Expenditures of the grant funds must adhere to the specific line items in the Grantee's final approved grant budget. Transfers among line items (increases and decreases) that are less than or equal to five hundred dollars (\$500) or ten percent (10%) of the approved line item amount, whichever is greater, can be made without prior written approval by the Endowment.

No part of any award may be used to (a) carry out propaganda, or otherwise attempt to influence legislation other than through making available the result of non-partisan analysis, study, and research, unless expressly permitted in the Conditions as set forth on page one of this document; (b) influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive; (c) for grants to individuals for travel or study (unless Grantee has received approval from the Internal Revenue Service for its scholarship program); (d) for a grant to another private foundation; or (e) for any purpose other than one specified in section 170 (c)(2)(B) of the Internal Revenue Code (e.g. charitable, educational or scientific purposes).

The Grantee may not grant any portion of the award to a secondary Grantee other than as specifically set forth in the grant application without prior written permission of the Endowment for Health.

## 3. Financial Records

The Grantee will maintain a complete record of receipts and expenditures sufficient to identify expenditures of the award made in the furtherance of the Grant Description. These records shall be available for inspection by the Endowment for Health and shall be maintained by the Grantee for at least four years after the award has been expended. The Endowment, at its expense, may audit or have audited the books and records of the Grantee in as far as they relate to the disposition of the Endowment award, and the Grantee shall provide all necessary assistance in connection therewith.

## 4. Reports to the Endowment

A *Grant Progress Report* (sample attached) must be submitted to the Endowment semi-annually throughout the grant period. The initial *Grant Progress Report* must be submitted six months after the Award Date, and subsequent reports must be submitted every six months thereafter. A final report is due by 30 days after the end of the grant period.

Each year during the grant period, the Grantee must submit the most recent financial statement or audit and the organization's Annual Report.

Grantee agrees to supply the Endowment with such other information as may be necessary or desirable to permit the Endowment to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

The Endowment may request additional reports at any time during the grant period.

#### **5. Site Visits and Evaluations**

The Endowment, at its expense, may make a site visit to the Grantee and/or conduct an assessment by an outside evaluator at any time.

#### **6. Notification and Material Changes**

The Endowment should be notified in writing within 30 days of any material changes in the Grantee's organizational status, management organizational purpose, or any other material changes.

#### **7. Grantee Tax Status**

The Endowment must be notified immediately of any change in the recipient's Federal tax status. In such an event, the Endowment may request the return of any unexpended funds that have been awarded in accord with the *Terms of Award*.

#### **8. Return of Award**

If no *Terms of Award* is signed and returned to the Endowment by the Grantee within 12 months of the Award Date, the award will revert to the uncommitted balance of Endowment funds.

Grant funds should be expended within the grant period, and the Grantee must repay any funds that are not used for grant purposes. If the grant is awarded for multiple years, the expected funds for a particular year will be considered for rollover into the subsequent grant year as long as the funds are used to support their original purpose. At the end of the grant period, any unexpended grant funds should be returned to the Endowment by thirty (30) days after the grant period. A written request for an extension of time to expend funds may be submitted to the Endowment two months before the close of the grant period.

Grants will be returned if the Endowment determines that the grant recipient has not performed in accordance with the *Terms of Award*, or met the terms described in the above *Grant Description* and the final approved grant budget.

#### **9. Product Ownership**

The Grantee agrees that any work performed pursuant to the Grantee's grant application, or work funded by the Endowment grant ("Work Product") will be promptly disclosed to the Endowment. All copyrightable Work Products prepared by the Grantees pursuant to the Endowment grant are "works made for hire," and the Endowment will own all intellectual property rights thereto. The Grantee agrees to assign to the Endowment all of the Grantee's rights, title, and interest (including but not limited to all patent and trade secret rights) in and to all Work Products prepared by the Grantee pursuant to the Endowment grant to the extent made or conceived by the Grantee.

The Endowment agrees to grant the Grantee an exclusive license to make, use, have made, and sell world-wide all Work Products. The Grantee shall have the right to sublicense all Work Products to third parties on terms and conditions within its sole discretion, provided that the Grantee pays the Endowment a royalty of fifty percent (50%) of all proceeds derived from any sublicenses.

#### **10. No Continuing Obligation**

It is expressly understood that by making the Grant the Endowment has no continuing obligation to provide additional or other support to the Grantee for purposes of the Grant or for any other purpose. It is expressly understood that the Endowment has no obligation to the Grantee or any third party the Grantee may hire, employ, retain, contract with, or engage based upon this Grant. The Grantee or any employee, independent contractor, agent, or vendor of the Grantee shall not represent itself/himself as an employee, independent contractor, agent, or vendor of the Endowment.

#### **11. Public Reporting**

The Endowment encourages the Grantee to communicate to the public and other appropriate audiences regarding the work conducted under the Grant. Such communications, verbal and written, should accurately describe the work of the Grantee and should identify the Endowment as the Grantor. If the Grantee produces any report relating to the subject matter of the Grant, the Grantee agrees to provide a draft copy of such report to the Endowment for its approval at least thirty (30) days prior to publication. Copies of other materials produced by the Grantee for communication to the public and referring to the Endowment should be submitted to the Endowment's President prior to its dissemination. When requested by the Endowment, the Grantee will be expected to provide pertinent grant-related information for the Endowment's use and dissemination.

#### **12. Confidentiality**

It is recognized that in the course of carrying out this *Terms of Award*, the Endowment may choose to disclose to the Grantee certain information that it regards to be confidential, privileged, or sensitive, and likewise, the Grantee may choose to disclose to the Endowment certain information that the Grantee regards to be confidential, privileged or sensitive. Both the Grantee and the Endowment share such a confidence in the other that the highest standard of care and the utmost discretion shall be exercised in disclosing to any other person such confidential, privileged or sensitive information. If the Grantee or the Endowment requests in writing that the other not disclose such information to anyone, such request shall be respected and honored by the other.

#### **13. Endowment's Obligation to Third Parties**

As used in this paragraph, "engagement" refers to the employment or engagement of third parties. The term "third parties" includes personnel hired by the Grantee in an employer-employee relationship and individuals or firms engaged by the Grantee as independent contractors to assist the Grantee in carrying out its obligations under this *Terms of Award*. If the Grantee elects to engage third parties for such purpose, the Grantee agrees to notify all such third parties that their engagement is subject to all the terms and conditions of *Terms of Award*, particularly the right of the Endowment to require the return of the award and to discontinue further funding as expressed in Paragraph eight (8) hereof. In addition, the Grantee agrees to hold the Endowment harmless and indemnify the Endowment from any and all claims of third parties that may arise as a result of the termination of *Terms of Award* or the termination of the Grantee's agreement with any third party.

#### **14. Liability of Grantee**

The Grantee is responsible for all damages to persons or property that occur as a result of the negligence or fault of the Grantee, its employees, independent contractors, or vendors, in connection with the carrying out of its obligations under *Terms of Award*. The Grantee shall indemnify and save the Endowment free and harmless from all claims that arise as a result of the negligence or fault of the Grantee, its employees, independent contractors, or vendors.

**15. Grantee's Authority**

Grantee certifies that it has full power and authority to accept the Grant and perform its obligations hereunder. Grantee further certifies that its acceptance of this Grant, execution of the Terms of Award, and the Grantee's performance of its obligations hereunder have been duly authorized by all necessary action on the part of the Grantee.

**16. Liability Insurance**

The Grantee will obtain and maintain appropriate liability insurance issued by companies licensed to do business in New Hampshire.

**17. Entire Agreement/Changes**

This agreement contains the entire understanding between the Grantee and the Endowment with regards to the matters set forth herein. No oral agreement between the Grantee and the Endowment entered into before or after execution of the Agreement will be enforceable. Any changes, additions, or deletions to this Agreement must be made in writing only and must be jointly approved by the Endowment and the Grantee.