



One Pillsbury Street, Suite 301
Concord NH 03301
(603) 228-2448

This Grant Agreement describes the terms and conditions of the grant. Please review this document carefully. To accept the terms and conditions of the Grant Agreement, return the signed Grant Agreement and any documents requested in Section II (Grant Conditions) to Andie Hession at AHession@endowmentforhealth.org.

GRANT AGREEMENT

I. GRANT SUMMARY

Grant ID Number:

Type of Grant:

Program Area:

Grantee:

Project Title:

Project Goal Statement:

Grant Description:

Start/End Date:

Amount of Award:

Payment Schedule:

Report Schedule:

Endowment Staff Contact:

II. GRANT CONDITIONS

No Conditions or Submit XXX for review prior to the first grant payment.

III. USE OF GRANT FUNDS

Under United States law, the Foundation's grant funds, and any income earned on the funds, may only be used for charitable, scientific, literary, or educational purposes. Consistent with the foregoing, the purpose of this grant is for (PROJECT TITLE) Grant funds can only be used for this purpose as outlined in the approved grant budget and the project workplan and/or project narrative.

Grant funds may not be used to influence the outcome of any election for public office, or to carry on, directly or indirectly, any voter registration drives. The grant is not earmarked for lobbying activity or influencing legislation within the meaning of Section 4945(e) of the Code and the accompanying Treasury Regulations, and the Foundation and the Grantee have made no agreement, oral or written, to that effect.

Grantee confirms they are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by U.S. government. Grantee will use reasonable efforts to ensure it does not support or promote terrorist activity, related training, or money laundering.

Grantee confirms no goods or services were provided to the Foundation in exchange for or in consideration of this grant.

Grant funds cannot be re-granted to a secondary Grantee. Grantee confirms that the Foundation has not earmarked the use of grant funds for any specific sub-grantee.

IV. GRANT REPORTING

To understand progress toward shared goals a report (narrative and financial report) may be required as noted in *Section I. Grant Summary*. The Foundation is interested in learning what promotes success and what, if any, challenges were encountered during the grant period. The Foundation values your experience and encourages your openness and candor.

V. GRANT MODIFICATIONS AND TERM EXTENSIONS

Grant modifications including budget revisions require prior written approval from the Foundation. To request a grant modification, please contact [Grants Program Associate](#).

Minor budget revisions, transfers among budget line items less than or equal to five hundred dollars (\$500), do not require Foundation approval.

Grantee may request a new end date for the grant if grant funds have not been expended by the end of the grant term.

VI. GRANT TERMINATION AND RETURN OF GRANT FUNDS TO THE FOUNDATION

The Foundation reserves the right to terminate this grant award if it does not receive a signed *Grant Agreement* and the documents requested in *Section II. Grant Conditions* within 6 months of the Grant Award Date.

The Foundation reserves the right at its discretion to terminate or suspend the grant or withhold payment if (a) it is necessary to comply with any requirements of the law, (b) Grantee fails to

comply with any of the terms or conditions in this Grant Agreement, or (c) the Foundation is not satisfied with Grantee progress.

The Grantee is required to return the grant funds to the Foundation immediately if the Grantee organization loses exemption from federal income tax under Section 501(c)(3) of the Code.

The Grantee is required to immediately repay the Foundation any portion of the grant funds that are not used for the purpose of this grant. Any unused grant funds must be returned promptly to the Foundation upon completion of the grant unless the Foundation approves a request to extend the grant period.

VII. ACKNOWLEDGEMENT, PUBLICITY, AND COMMUNICATION

When communicating about recently awarded grants or work products/outcomes supported by Endowment for Health funding, the Grantee shall first seek review and approval from the Endowment for Health [communications director](#). Such communications, verbal and written, should identify the Foundation as the Grantor. Materials produced by the Grantee for communication to the public referencing the Foundation, shall be submitted for approval to the Endowment for Health prior to dissemination. Please allow five business days for review.

All requests for use of the Foundation logo must be submitted to the Foundation's [communications director](#) for review and approval. Please allow five business days for a determination of use. **All approved requests from the Endowment for Health are authorized for one-time use only.** Any future requests must be submitted for review and approval.

The Foundation may include information about the grant in public reports and may make information public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

VIII. INTELLECTUAL PROPERTY AND 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.

IX. MISCELLANEOUS

Organizational Change and/or Leadership Transition. Grantee is responsible for notifying the Foundation immediately if there is a change in tax status during the grant period or a transition of executive leadership within the organization.

Indemnification. Grantee agrees to indemnify, defend and hold the Foundation harmless from and against any and all liability, loss, and expense (including reasonable attorney fees and expenses) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of

or result from, the actions or omissions by the Grantee or any directors, officers, agents, volunteers, employees, contractors or subcontractors with respect to this grant.

Liability Insurance. Grantee agrees to obtain and maintain appropriate liability insurance.

No Continuing Obligation. The Foundation has no continuing obligation to provide additional support 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.

Entire Agreement: Severability and Amendment. This Grant Agreement is the entire agreement and supersedes any prior oral or written agreements or communications by the Foundation or by the Grantee regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, or any provision is revised or amended and approved by the Foundation, such finding, revision, or amendment shall not affect the validity, construction, or enforceability of any remaining provisions.

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

(ORGANIZATION) as Grantee

Signature of President
Yvonne Goldsberry, PhD

Signature of **Executive Director**
(NAME)

(Date of signing by Grantor)

(Date of signing by Grantee)

Note: In some circumstances, grant awards from private foundations can have certain adverse tax consequences for grantees that are in the public charity category. We do not want our grant of private funds to adversely affect your organization's tax status. We encourage you to review this matter to ensure that your organization will not suffer an adverse impact.