



This Grant Agreement (the "Agreement") is made and entered into on [EXECUTION DATE] (the "Execution Date") by and among The Charles A. Dana Foundation, Inc (the "Foundation") and _____ (the "Grantee") to support _____ Project Title _____ (the "Project").

IN CONSIDERATION OF the mutual premises and obligations set forth in this Agreement, the Foundation and the Grantee and collectively the "Parties" agree as follows:

The term of this Agreement (the "Term") will begin on Month, Date, Year (the "Start Date") and will remain in full force and effect until Month, Date, Year (the "End Date") subject to termination as provided in Sections 28. The Term may be extended by the written consent of the Parties.

Subject to satisfaction of the terms, conditions, and all other requirements set forth in this Agreement, the Foundation hereby grants to Grantee the total sum of _____ (\$_____) (the "Grant") from the "Start Date" until "End Date". The Foundation is awarding Grantee this Grant to carry out the project described in the submitted application (the "Project") approved by the Foundation's Board of Directors.

- 1. Term.** This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by Grantee for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- 2. Use of Funds.** Grantee may not use funds provided under this Agreement for any purpose other than the Project. Grantee may not use funds to reimburse any expenses the Grantee incurred prior to the start date. Grantee will not use any of the grant funds to: (a) carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code (the "Code"); or (b) attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code. Grantee acknowledges and is aware that activities that are not lobbying within the meaning of Section 4945(d)(1) may still trigger state lobbying registration requirements and that Grantee activities should comply with those requirements, as applicable.
- 3. Publications.** The Foundation expects Grantee will publish data and results from this Grant in relevant journals, at professional events, on websites, or other appropriate channels. Publications or publication disseminations must acknowledge: *"This work was supported by a grant from the Dana Foundation."* Additionally, Investigators may be asked to provide a research abstract for Foundation reports, and links to publications may appear on the Foundation's website.
- 4. Publicity and Use of Name.** Grantees are encouraged to inform the public about funded work. Any public relations materials about this Grant must be submitted to the Foundation in advance for review and with acknowledgment of Dana Foundation support. The Foundation's name or logo may not be used in promotional materials without written consent. Send information to Ann Whitman, Director of Communications, Dana Foundation, awhitman@dana.org.
- 5. Website Specifications.** If grant funds are used to create a website or similar online resource, Grantee shall

provide the Foundation program officer with website specifications for advance review. Specifications must address privacy protections, accessibility, anticipated third-party licenses, and plans for ongoing support, if applicable.

6. **Conflicts of Interest.** Grantee will act in compliance with its established policies and procedures regarding conflicts of interest, consistent with all applicable laws. Grantee certifies that it is not aware of any related past, present, or planned interest, financial or otherwise, that may impair its objectivity or the principal investigators' objectivity under this Grant. Any resolved or unresolved conflicts of interest will be promptly reported to the Foundation.
7. **Notification to Grantor.** Grantee will notify the Foundation in writing immediately upon becoming aware of any of the following: (a) alleged or actual default by Grantee under the Agreement; (b) actual, pending, or threatened change in Grantee's charitable tax status; (c) actual, pending, or threatened regulatory inquiry, audit, or litigation that could have an adverse effect on the Foundation or the Grantee; (d) suspension or debarment (e.g., a declaration of ineligibility to contract with any government), arrest by law enforcement officials, or other such matters raised against Grantee, or its employees, agents, independent contractors, affiliates, or subcontractors engaged in activity under this Grant; (e) any personnel performing on this Grant is disciplined, suspended or terminated by the Grantee; (f) any personnel performing on this Grant is found guilty of a crime or becomes or is a party in a civil lawsuit involving fraud, dishonesty or theft; (g) any significant problems, delays, or adverse conditions (including physical, cultural, legal, regulatory, or social conditions) that may materially affect performance and/or work under the Grant; (h) significant or cost overrun, delay, or other problem affecting the Center; (i) the Grantee IRB's disapproval, termination, suspension, or recommendations for modification of studies or protocols supported by this Grant.
8. **Confidentiality.** The parties to this Agreement agree that each shall treat as confidential all information provided by a party to the other regarding such party's business and operations including without limitation the fiscal, programmatic or governance activities of the Grantor. All confidential information provided by a party hereto shall be used by any other parties hereto solely for the purposes of providing programs and services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior written consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.
9. **Responsibility.** Grantee is responsible for all acts and omissions of any of its trustees, directors, officers, employees, subgrantees, intentent contractors, subcontractors, contingent workers, agents, and affiliates assisting the Grantee and ensuring their compliance with the terms of this Agreement. In establishing, operating and maintaining the Grantee contemplated herein, the Grantee agrees to implement and follow industry best practices in performing this Agreement.
10. **Payments.** Grant payments will follow the schedule per the table in this section. Payments are subject to Grantee's compliance with this executed Agreement, including the Foundation's approval of any applicable targets, milestones, and reporting deliverables required under this Agreement and the Progress Reporting and Financial Reporting Guidelines. The Foundation may, in its reasonable discretion, defer or modify

payment dates or amounts and will notify the Grantee of any such changes in writing.

Grant Dates	Payment Date	Payment (\$ thousands)	Cumulative (\$ thousands)(*)
To - From (Year 1)		\$	
		\$	
Total		\$	\$
To - From (Year 2)		\$	
		\$	
Total		\$	\$

11. **Reporting.** The Foundation needs accurate and timely reporting from the Grantee so that the Foundation can evaluate the Grantee’s progress. Refer to the Progress Reporting and Financial Reporting Guidelines for details regarding programmatic and financial reporting. Incomplete, inaccurate, or late reports may delay or prevent future payments.
12. **Return of Funds.** Grantee must promptly return any unused, uncommitted, or improperly used Grant Funds to the Foundation upon expiration, termination, or withdrawal of this Agreement. If notified by the Foundation to return funds, Grantee must do so within 60 business days.
13. **Records Keeping.** Grantee will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Grant. Grantee will retain such records and reports for seven years after Grant Funds have been fully spent. At the Foundation’s request, Grantee will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.
14. **Human Subjects Research.** If Grantee conducts human subjects research under this Grant, Grantee accepts full responsibility for safeguarding participants’ rights and welfare. Research must follow Grantee’s policies and all applicable laws, including those on confidentiality, privacy, and data protection, as well as any regulations governing clinical studies. Grantee will actively monitor compliance with these standards throughout the research term.
15. **Non-human Subjects Research.** If any of the Grant funds are to be used for research involving laboratory animals, Grantee will conduct the research in compliance with the Animal Welfare Act, 7 U.S.C. Section 2131 et seq., and its implementing regulations.
16. **Personally Identifiable Health Information.** Any health information used or disclosed under this Grant must comply with all applicable federal and state privacy laws, including HIPAA (42 U.S.C. § 201 et seq. and 45 C.F.R. Part 164). Health information reported to the Foundation must be either de-identified per HIPAA, covered by the research subject’s signed HIPAA authorization, or otherwise lawful.
17. **Research Misconduct.** Grantee represents that it has implemented policies and procedures for the identification, reporting, and investigation of research misconduct, including the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting results. Any determination that

research misconduct has occurred in connection with this Grant must be promptly reported to the Foundation.

18. **Research Ethics and Safety.** Grantee commits to following best practices with respect to research ethics and safety under this Grant, as defined by its own established institutional policies and procedures, consistent with all applicable law, policies, and procedures of the jurisdiction in which Grant activities are being carried out or to which Grantee is otherwise subject.
19. **Nature of Relationship.** Notwithstanding anything to the contrary in this Grant Agreement, nothing under this Grant will constitute or imply (a) any responsibility of the Foundation for Grantee's activity under this Grant, or (b) any oversight or supervisory role of the Foundation in Grantee's activity. The Foundation assumes and exercises no control—operational or otherwise—over Grantee's activity under this Grant. Nothing in this Grant constitutes a business partnership or joint venture or establishes a relationship of agency between the Foundation and Grantee. No employee of Grantee or any of its affiliates will be considered to be an employee of the Foundation, and Grantee may not enter into any contract or agreement with a third party that purports to obligate or bind the Foundation.

Grantee is described in the Code as exempt from federal income tax as: (a) a public charity that is not a nonfunctionally integrated Type III supporting organization; (b) an exempt operating foundation; or (c) a governmental entity described in Sections 170(c)(1) or 511(a)(2)(B) of the Code;

All activities conducted by Grantee (and any authorized contractors) in connection with the Project funded under this Grant will be in full compliance with the requirements of all applicable federal, state, and local laws and regulations. Grantee is not directly or indirectly controlled by user by one or more of our "disqualified persons" as defined under Section 4946 of the Code.

20. **Limitation of Liability and No Warranty.** The Foundation's sole obligation under this Grant is to make the Grant funding available to Grantee in accordance with the terms set forth in this letter. The Foundation accepts no further obligation or liability under this Grant or related to Grantee's activity under this Grant. The Foundation will have no liability to Grantee with respect to any subject matter of this Grant for any special, indirect, incidental, consequential, punitive damages or lost profits, under any contract, negligence, strict liability or other legal or equitable theory. THE FOUNDATION MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY GRANT FUNDS PROVIDED HEREUNDER, OTHER THAN THAT THE FOUNDATION HAS THE REQUISITE POWER AND AUTHORITY AND HAS TAKEN ALL CORPORATE AND OTHER ACTION NECESSARY TO AUTHORIZE AND MAKE PAYMENTS OF THE GRANT, AND THE FOUNDATION HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR OTHERWISE.
21. **Hold Harmless.** To the extent permitted by law, Grantee will defend and hold harmless the Foundation and its directors, trustees, officers, employees, agents, representatives, successors and assigns (collectively, the "Held Harmless Parties") from and against any actual or alleged losses, liabilities, claims, judgments, penalties, costs, and expenses (including costs of investigation and attorneys' and other professionals' fees) whether or not involving a person or entity other than the Grantee, which are based upon, attributable to, or resulting from, the Grant, including without limitation (a) any Grantee research or other Grantee activity supported under this Grant, including but not limited to claims of noncompliance

with law or protocols under this Grant, or claims of injury by human subjects or others individuals participating in the Grantee's research activity under this Grant; (b) any product, process, or service that is made, used, sold, imported, or performed by Grantee or by its licensees of any intellectual property created, conceived, or reduced to practice under this Grant; and (c) any violation of applicable law or regulation by Grantee or by its licensees related to the manufacture, commercialization, sale, or use of intellectual property created, conceived, or reduced to practice under this Grant. Grantee agrees to contractually require its licensees of intellectual property created, conceived, or reduced to practice under this Grant to defend and hold harmless the Held Harmless Parties.

22. **Insurance.** Grantee will maintain in full force and effect, at its own expense and without expense to the Grant or to the Foundation, appropriate liability, casualty, and other insurance coverage required by law or otherwise customary in the Grantee's industry. For purposes of ensuring the Foundation is covered under this Grant, the Grantee shall name the Foundation as loss payee endorser under all applicable policies of liability and shall provide said policies to the Foundation upon request.
23. **Governing Law.** The provisions of this Grant, including but not limited to this Section, will be construed in accordance with the terms and conditions set forth in this letter, and the law of the State of New York, without regard to choice or conflict of laws principles that would cause the application of any other law.
24. **Intellectual Property.** Grantee owns all intellectual property ("IP") rights in any and all data, papers, software, videos, or other content and products created or generated by Grantee under this grant (collectively, the "Deliverables"), and Grantee grants to Foundation a nonexclusive, irrevocable, perpetual, worldwide, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic form, including those published in open-access forums and websites, in electronic databases or in any future form not yet discovered or implemented, for charitable purposes, any and all Deliverables.
25. **Representations.** The Grantee represents that (a) all government authorities with jurisdiction over Grantee and its activities recognize Grantee as a charitable organization; (b) the information that Grantee has provided to us is accurate and complete and does not omit anything relevant to an informed decision to make this grant; and (c) the Grant, its proposed uses, and agreements with the Foundation do not conflict with any of Grantee's obligations or any of those of Grantee's affiliates.
26. **Anti-Terrorism.** Grantees represent and agree that the grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws. Regulations, rules, and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.
27. **Non-Discrimination.** Grantee must comply with all applicable federal, state, and local laws on non-discrimination and conscience protections, ensuring fair treatment of employees regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, or military discharge status.
28. **Termination.** The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Grantee's performance or progress on the Grant; (b) there are significant changes to Grantee's leadership or other factors that the Foundation reasonably believes may threaten the Grant's success; (c) there is a change in Grantee control;

(d) there is a change in Grantee’s tax status; or (e) Grantee failure to comply with this Agreement.

ACCEPTED AND AGREED:

The Charles A. Dana Foundation, Inc.	[GRANTEE]
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____