



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 [SAME AS EXECUTION DATE] (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 21. 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](mailto: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. **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.
8. **Payments.** Grant payments will be made to Grantee within 30 days of the Foundation's receipt and acknowledgement of this executed Grant agreement. If applicable, subsequent 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.
9. **Reporting.** The Foundation needs accurate and timely reporting from the Grantee so that the Foundation can evaluate the Project'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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.
20. **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.

21. **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: _____