



GRANT AGREEMENT

For Private Operating Foundations

The terms and conditions of this Grant Agreement (this “Agreement”) apply to the grant identified below from the Robert Wood Johnson Foundation (“we” or “us”). Links in this Agreement to the Internal Revenue Code (as amended, the “Code”), Internal Revenue Service descriptions of the Code, and Department of the Treasury regulations are provided for your convenience; we are not responsible for the content to which they link.

Grantee:	[organization] ("you")
I.D.:	[ID]
Amount:	[\$amount]
Project Title:	[title]
Grant Period:	[start date] through [end date] (the "Term")
Project Director:	[name, phone, email]

ARTICLE 1 — USE OF FUNDS; REPRESENTATIONS

1.1 We will make grant payments to you over the Term as set forth in Section 4.6 not to exceed the award amount listed above. We have no obligation to provide any additional funds or support to you under this Agreement. You will use the grant funds to accomplish the following purpose:

[Executive Summary]

1.2 You will directly administer the work supported by this grant and may use the grant funds including any income thereon (collectively “grant funds”) as allowed by this Agreement and as set forth in the final versions of your proposal narrative and budget and any related materials approved by us for this grant (collectively, the “Proposal Materials”). If the content of the Proposal Materials conflicts with this Agreement, the terms of this Agreement control.

1.3 You represent and agree that:

1.3.1 You are described in the Code as exempt from federal income tax under [Section 501\(c\)\(3\)](#) of the Code and that you currently are an operating foundation described in [Section 4942\(j\)\(3\)](#) of the Code;

1.3.2 All activities conducted by you (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;

1.3.3 You are not directly or indirectly controlled by us or by one or more of our "[disqualified persons](#)" as defined under [Section 4946](#) of the Code; and

1.3.4 If you are not an operating foundation described in [Section 4942\(j\)\(3\)](#) of the Code or if you are directly or indirectly controlled by us or by one or more of our "[disqualified persons](#)" as defined under [Section 4946](#) of the Code, you will: (a) expend all of the grant funds prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment as qualifying distributions within the meaning of [Sections 4942\(g\)\(3\) and 4942\(h\)](#) of the Code; and (b) submit, promptly after the close of your annual accounting period, a full and complete written report signed by an appropriate officer, director, or trustee, showing that the qualifying distribution has been made, the name and address of the recipient(s), the amount(s) received by the recipient(s), and that all of the distributions are treated as distributions out of corpus under [Sections 4942\(g\)\(3\) and 4942\(h\)](#) of the Code.

1.4 To the extent not inconsistent with any confidentiality obligations to which you may be subject: (a) if we ask, you will provide us with a list of all individuals and organizations who provide financial or in-kind support to you as co-funders of the project supported by this grant (collectively, "Co-Funders") and (b) you will notify us, in the form and manner agreed to, if, to the best of your knowledge, you receive financial or in-kind support from Co-Funders who, as a material part of their activities, manufacture, distribute, or sell firearms, alcohol, cannabis, or tobacco products of any kind or [foods of minimal nutritional value](#).

ARTICLE 2 — PROHIBITED USES; REPAYMENT

2.1 You will not use any part of the grant funds for purposes other than one specified in [Section 170\(c\)\(2\)\(B\)](#) of the Internal Revenue Code. Further, you 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 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. You acknowledge and are aware that activities that are not lobbying within the meaning of [Section 4945\(d\)\(1\)](#) may still trigger state lobbying registration requirements and that your activities should comply with those requirements, as applicable.

2.2 You will not use any of the grant funds to make a grant to another organization unless you comply with the requirements of [Section 4945\(d\)\(4\)](#) of the Code and, if applicable, [Section 4945\(h\)](#) of the Code. You will not use any of the grant funds to make a grant to an individual for travel, study, or similar purposes unless you comply with the requirements of [Sections 4945\(d\)\(3\) and 4945\(g\)](#) of the Code.

2.3 If you use any grant funds in ways this Agreement does not permit and that we have not otherwise agreed to, you will notify us immediately. In such an instance, we may choose to terminate the grant pursuant to Section 9.1 and: (a) if you used the grant funds for purposes that are not considered charitable under the Code, you will immediately repay those funds plus, if applicable, any additional amounts necessary for us to correct [taxable expenditures](#) arising under [Section 4945](#) of the Code; or (b) if Section 2.3(a) does not apply, you will repay those funds promptly upon our request.

2.4 In addition to any repayments under Section 2.3, within sixty (60) days following the expiration or termination of this grant, you will repay all unspent grant funds, other than funds required to pay

reasonable, noncancelable charges incurred in good faith and in accordance with the approved budget.

ARTICLE 3 — BUDGET AND AUDIT

3.1 Any deviations from your approved budget must comply with our [Budget Revision Guidelines](#) and any additional instructions you may receive from us.

3.2 You will list the grant separately on your books of account and will keep a systematic accounting record of the receipt and expenditure of the grant funds.

3.3 You will retain substantiating documents (e.g., bills, invoices, cancelled checks, and receipts) of expenditures under the grant for at least four (4) years after the expiration or termination of the grant. If we ask, you will provide us with copies of such documents and will make your books and records available for inspection by us at reasonable times and at our expense.

3.4 In addition to our rights to information under Section 3.3, our representatives may audit your grant-related books and records at reasonable times, with reasonable advance notice, and at our expense. You will cooperate fully with that audit.

3.5 Unless we have agreed otherwise, you will ensure that your travel-related expenditures under this grant follow our [Travel Policy for RWJF Grantees and Service Providers](#) or otherwise follow your travel policy, which, in your reasonable determination, generally is at least as stringent as our policy.

ARTICLE 4 — ADMINISTRATIVE REPORTS AND EVALUATION

4.1 You will provide annual financial and narrative reports to us as of the end of each of your annual accounting periods during which the grant (or any portion of the grant) is received until the grant funds are expended in full, the grant funds are repaid pursuant to Section 2.3, or the grant is terminated pursuant to Section 9.1. Your financial reports should show your actual expenditures as of the date of the report against the approved budget. Your narrative reports should report on your use of the grant funds, your compliance with the terms of this Agreement, the progress you made toward achieving the grant purposes, and any problems or obstacles encountered in the effort to achieve those purposes. In addition, if the grant is used to fund, in whole or in part, the purchase of capital equipment, or for other capital purposes, you shall furnish us with annual narrative reports and financial reports for each taxable year in which grant funds are received for any such purpose and for the two following taxable years and for any additional taxable years as we may require.

4.2 After the close of the annual accounting period during which you complete your use of the grant funds, you will provide a final grant report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies) and describe the progress made toward the goals of the grant.

4.3 All reports required under Sections 4.1 and 4.2 will be provided to us within sixty (60) days after the close of the period for which the report is made. You will retain these reports in your files for at least four (4) years after expiration or termination of the grant.

4.4 In addition to our audit rights under Section 3.4, we may monitor and conduct an evaluation of programmatic operations under the grant at reasonable times and at our expense, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel. You will cooperate fully with us.

4.5 In the event we require the submission of any documentation or reports that are specific to this grant as part of our grant monitoring, those requirements will be set forth in Article 13.

4.6 In most instances, we make payments for each grant period and reserve the right to withhold payments pending receipt of the final financial and narrative reports described in Sections 4.1 and 4.2 and the Deliverables (as defined in Section 5.1). In addition, we may withhold payments otherwise due to you if you do not provide us with other reports or information when due under this Agreement or if you do not cooperate in any audits or evaluations we ask for under Sections 3.4 and 4.4.

ARTICLE 5 — INTELLECTUAL PROPERTY

5.1 You own all intellectual property (“IP”) rights in any and all data, papers, software, videos, or other content and products created or generated by you under this grant (collectively, the “Deliverables”), and you grant to us 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 in electronic databases or in any future form not yet discovered or implemented, for charitable purposes, any and all Deliverables. You will notify us in writing if the Deliverables contain any Pre-Existing IP (as defined in Section 5.4).

5.2 You represent and agree that:

5.2.1 You will send copies of all Deliverables promptly after they are finalized (and by no later than the submission of the final narrative report described in Section 4.2 for Deliverables that are finalized during the Term) to us as instructed following the execution of this Agreement;

5.2.2 With the exception of any Pre-Existing IP, the Deliverables will be original at the time of creation and will not have been previously published or used in any medium for any purpose;

5.2.3 To the best of your knowledge, the Deliverables will in no way infringe upon or otherwise violate the IP rights of others and will not contain anything unlawful or defamatory;

5.2.4 Any peer-reviewed publications resulting from the grant will be made publicly available immediately upon their publication, without any embargo period, and published under the Creative Commons [Attribution 4.0 International License \(CC BY 4.0\)](#) or an equivalent license agreed to by us that permits all users of the publication to copy and redistribute the material in any medium or format and transform and build upon the material for any purpose (including commercial) without further permission or fees being required; and

5.2.5 All public use data sets resulting from the grant, if applicable, will: (a) be constructed (with appropriate adjustments to ensure individual privacy) in accordance with the specifications of the [Inter-University Consortium for Political and Social Research, University of Michigan](#) (the “Consortium”), including the full documentation outlined in the Consortium's then-current data preparation manual; and (b) be transmitted to the Consortium within twelve (12) months of the expiration or termination of the grant for inclusion in our [Health and Medical Care Archive](#).

5.3 You also are encouraged to submit any public use datasets resulting from this grant that involve public opinion research to [The Roper Center at Cornell University](#) for archiving.

5.4 “Pre-Existing IP” means your IP rights in any works of authorship, information, or other materials created prior to or independently of this Agreement.

5.5 Nothing in this Agreement grants to us any rights to your intellectual property by implication, estoppel, or otherwise beyond those set forth explicitly herein.

ARTICLE 6 — COMMUNICATIONS

6.1 We will report this grant in our tax filings, on our website, and in other public grant listings. We also may publish reports on the project supported by this grant.

6.2 If you wish to issue any communications directed outside of your organization concerning this grant through print, broadcast, digital media, social platforms, or other means, send them before release to the Program Officer and Communications Officer identified in your award letter for review and approval.

ARTICLE 7 — NOTICES

7.1 Unless legally prohibited from doing so, you will use best efforts to promptly notify us in writing if:

7.1.1 You learn or believe that you may have breached any provision of this Agreement, including, but not limited to, the conduct standards in Section 8.1;

7.1.2 Your representations in Sections 1.3.1 or 1.3.3 change in any material respect during the Term;

7.1.3 There is any change in circumstances that could have a significant impact on your ability to carry out the purposes of the grant, including, but not limited to: (a) your organization has a change in the executive director, chief executive officer, or president; (b) you undergo a merger, division, or other corporate reorganization; (c) you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; (d) you receive notice that a Co-Funder is ceasing its support; or (e) you have reason to believe that fraud has occurred that relates to the work supported by this grant;

7.1.4 You receive notice of an investigation or proceeding by the Attorney General or any other regulatory agency that: (a) relates to this grant or (b) could have a significant impact on your organization as a whole;

7.1.5 You receive notice of the filing of a claim in any court or with any governmental agency involving activities or staff covered by this grant, alleging: (a) sexual or other harassment, discrimination, hostile work environment, or similar claim; (b) financial impropriety; (c) breach of Academic Integrity (as defined in Section 8.1.5); or (d) breach of fiduciary obligations;

7.1.6 You receive notice of the filing of a claim in any court or with any governmental agency involving a member of your senior leadership or board of directors (or similar governing body), alleging: (a) sexual or other harassment, discrimination, hostile work environment, or similar claim; (b) financial impropriety; (c) breach of Academic Integrity; or (d) breach of fiduciary obligations, in each instance where such claim could have a significant impact on your organization as a whole;

7.1.7 You receive notice of any records request, litigation, or other legal action directly relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any information directly related to the grant; or

7.1.8 You file a claim or commence other legal process in a matter directly related to this grant.

ARTICLE 8 — CONDUCT STANDARDS

8.1 We seek to work with organizations and individuals who perform at the highest levels and who share our commitment to ethical conduct and practices. You represent and agree that:

8.1.1 You aspire to provide a tolerant and civil workplace that encourages equal employment opportunities for underrepresented groups to the fullest extent allowable under applicable law and is free of discrimination, harassment, and misconduct;

8.1.2 You have in place, and enforce in accordance with their terms, policies, procedures, and practices that help ensure a tolerant and civil workplace, including, but not limited to: staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions of retaliation against persons making good faith complaints. If we ask, you will provide us with copies of such policies and procedures as then in effect;

8.1.3 You will provide responsible stewardship of the grant funds, ensuring that they are used for the purposes, and in the ways set forth, in this Agreement;

8.1.4 You have in place and maintain a system of internal accounting controls and systems sufficient to: (a) provide reasonable assurance regarding the reliability of financial reporting and the preparation and fair presentation of financial statements in accordance with generally accepted accounting principles and (b) satisfy your financial responsibilities under this Agreement;

8.1.5 If any of the grant funds are to be used for research or other academic activities, you shall conduct that research and activities in full compliance with the fundamental ethics of scholarship and knowledge creation and transmission, including the principles of honesty, respect for truth and knowledge, fairness, and responsibility (collectively, “Academic Integrity”); and

8.1.6 You have in place and enforce in accordance with their terms, policies, procedures, and practices that help ensure Academic Integrity. If we ask, you will provide us with copies of such policies and procedures as then in effect.

8.2 If we learn of allegations of workplace misconduct, financial mismanagement or impropriety, or alleged violations of Academic Integrity, or otherwise believe you have done anything that is inconsistent with Sections 8.1.2 through 8.1.6, you will cooperate with our reasonable inquiries aimed at understanding the relevant policies, procedures, and practices you have in place and how

they were operationalized in response to the situation at hand. In making such inquiries, our goal is not to be the fact-finder. If we conclude you lack the necessary policies, procedures, and practices, or have failed to investigate the situation in a fair and expeditious manner, we may take such action as we deem appropriate under the circumstances, including, but not limited to, suspending future grant payments until you have addressed the situation to our satisfaction or, in extreme cases, terminating the grant. Absent urgent circumstances, prior to taking any action, we will discuss the proposed course of action with you and provide you with an opportunity to respond and suggest corrective action.

ARTICLE 9 — TERMINATION; SURVIVAL

9.1 At our sole option, we may terminate the grant at any time if:

9.1.1 You use any of the grant proceeds for any purposes other than those specified in [Section 170\(c\)\(2\)\(B\)](#) of the Code;

9.1.2 You fail to comply with any of the terms or conditions of this Agreement, including, but not limited to, the Conduct Standards set forth in Article 8 (other than Section 8.1.1); or

9.1.3 In our sole judgment, you cease to be an appropriate means of accomplishing the purposes of the grant.

9.2 If we terminate the grant prior to the end of the Term, upon our request, you will provide us a full accounting of the receipt and disbursement of funds and expenditures under the grant as of the effective date of termination.

9.3 The following provisions shall survive the expiration or termination of this Agreement: Sections 2.3, 2.4, 3.3, 3.4, 4.3, and 4.6; Articles 5–6; Sections 7.1.1, 7.1.4(a), 7.1.7, 7.1.8, 8.2, 9.2, and 9.3; and Articles 10–13.

ARTICLE 10 — CHANGES; SEVERABILITY

10.1 Any changes to the terms of this Agreement or to the Proposal Materials must be made in writing and must be jointly approved by us and you.

10.2 The invalidity, in whole or in part, of any term or condition of this grant will not affect the validity of the other terms and conditions.

ARTICLE 11 — NONTRANSFERABILITY; NO JOINT VENTURE

11.1 This grant is not transferable.

11.2 Nothing contained in this Agreement should be construed in any manner to imply or create a relationship between us and you as partners, joint venturers, or agents. You will not act in any manner as our agent or representative.

ARTICLE 12 — ADDITIONAL PROVISIONS – STANDARD

12.1 Polls and Surveys. If any grant funds are to be used for polls or surveys, you will comply with the [RWJF Guidelines for Funding and Releasing Polls and Surveys](#).

12.2 Research. You represent and agree that:

12.2.1 If any of the grant funds are to be used for research involving human subjects, you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects ([45 C.F.R. Part 46](#) and related guidance) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board approval and obtaining informed consent of participating research subjects; and

12.2.2 If any of the grant funds are to be used for research involving laboratory animals, you will conduct the research in compliance with the Animal Welfare Act, [7 U.S.C. Section 2131 et seq.](#), and its implementing regulations.

12.3 Personally Identifiable Health Information. You represent and agree that:

12.3.1 Any individually identifiable health information used or disclosed in connection with this grant will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, [42 U.S.C. Section 201 et seq.](#), and its applicable implementing regulations, [45 C.F.R. Part 164](#) (“HIPAA”); and

12.3.2 Any health information you report to us will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will otherwise be permissible under applicable law.

12.4 Website Specifications. If you are using grant funds to create a website or other similar public online resource, you shall submit to us (through the Foundation program officer overseeing this project) for advance review the website specifications which will include, but not be limited to, information about privacy protections, website accessibility, anticipated third-party licensed materials, and plans for website support after the Term, if applicable.

12.5 Anti-Terrorism. You 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.

ARTICLE 13 — ADDITIONAL PROVISIONS — OPTIONAL

None.

All of the terms and conditions set forth above are hereby accepted and agreed to.

[organization]

Date: _____

By: _____

[authorized official]

Title: [title]

SAMPLE