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Master Class: Dissecting the Grant Agreement

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MASTER CLASS: DISSECTING A GRANT AGREEMENT

SAMPLE GRANT AGREEMENT PROVISIONS

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1. Public Charity Grant Agreement Sample Provisions

Tax Status. Grantee represents that it is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and that it is not a “private foundation” as defined in Code Section 509(a), or a “Type III” supporting organization as described in Code Section 509(a)(3)(C), (other than a “functionally integrated” Type III supporting organization as defined in Code Section 4943(f)(5)(B)).

Prohibited Use of Funds. Grantee agrees to not use any portion of the grant funds to any extent for any of the following:

- a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code; or
- b. For any non-charitable purposes.

Limitations on Lobbying Activity. Grantee attests that the lobbying amount shown on the project budget is a good faith estimate of the lobbying expenses expected to be incurred in connection with the activities described in its proposal. Grantee represents that the amount of this grant, together with the amount of any other grants that Grantee has received from the Foundation for the same project for the same year does not exceed the amount of Grantee’s budget for project activities that are not attempts to influence legislation. Grantee acknowledges that the Foundation has not designated or earmarked any part of the grant funds for the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Grantee nor the Foundation has entered into any agreement, oral or written, to the contrary. Please note that in the event Grantee uses any of the grant funds to influence governmental action in ways permissible under the Internal Revenue Code and the terms of this Agreement, Grantee may have lobby reporting or other disclosure requirements under the laws of a particular state or other jurisdiction; note further, that state law may include influencing state administrative agencies within the definition of lobbying. Grantee acknowledges that Grantee is solely responsible for complying with any and all applicable lobby reporting or other disclosures.

Intellectual Property. Grantee will retain all rights, including intellectual property rights, in and to final works resulting from projects supported by Foundation grant funds (the “Work Product”), and nothing in this Agreement will be deemed or interpreted to transfer ownership of any such rights to the Foundation. Nevertheless, to ensure that Foundation’s grants have as broad an impact as possible, the Foundation requires grantees to license Work Product through an open license. Accordingly, Grantee agrees to make Work Product available to the public in a readily accessible format (e.g., on Grantee’s public website) under the most recent version of the Creative Commons Attribution license (CC BY). In addition, the Foundation acknowledges that Grantee retains the right to also make the Work Product available under separate license terms, in its discretion.

Full legal text of the above referenced license is available at the following URL and Grantee should take the time to read and understand the license terms and conditions:

- <http://creativecommons.org/licenses/by/4.0/legalcode> (a summary may be found at <http://creativecommons.org/licenses/by/4.0/>)

The Foundation respects the intellectual property rights of others. Accordingly, the Foundation requires, and Grantee represents and warrants to the Foundation, that the Work Product produced hereunder are the original work of Grantee, or that Grantee has obtained sufficient rights, licenses, and permissions to distribute and license Work Product under CC BY, except and solely with respect to any particular item in the Work Product that is expressly identified in writing as owned by a third party not licensed under CC BY.

Grant Disclosure and Acknowledgement. The Foundation supports transparency and will disclose its grants as required by law and through its own digital content, principally its website (www.hewlett.org) and automated feeds to other data sources in the foundation sector. This data generally includes grantee name, grant amount, duration, award date and purpose. No additional permission from the Foundation is required for a grantee to share this information. The Foundation encourages, but does not require, grantees to include the Foundation in lists of funders and annual reports as a matter of transparency and accountability. Similarly, the Foundation encourages, but does not require, that Grantees that use our funds specifically for nonpartisan research and analysis should disclose us as a funder, as a matter of sound research practice. When it serves an organization's charitable goals and strategies, grantees are also welcome to acknowledge the Foundation's support in other ways. To ensure that the Foundation's grantmaking programs are portrayed accurately, any other use of the Foundation's brand, such as its name, logo or names of its staffers, in cases including but not limited to titles of programs, research reports, paid advertisements, press releases, in meeting materials and digital content, must be reviewed and preapproved by the Foundation. Grantees receiving project support should acknowledge Foundation support only in relation to the relevant project being funded. All requests for approval should be directed to the appropriate [Communications Officer](#). (<http://www.hewlett.org/communicating-about-your-grant/>) The Communications Department endeavors to review and respond to requests within five business days.

Upon the expiration of this Agreement (including any Foundation-approved extensions) or the termination of this Agreement, or at the request of the Foundation at any time, Grantee shall immediately discontinue the use of the Foundation's name and logo in electronic materials and shall discontinue use within a reasonable period of time for printed materials. All uses beyond this period must be pre-approved in writing by the Foundation, which may be granted or withheld in the sole and absolute discretion of the Foundation.

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