

# Grand Challenges Annual Meeting: Call to Action Rules & Guidelines

**Proposals due by Monday, November 19, 2018 11:30 a.m. U.S. Pacific Standard Time**

## I. Overview

As part the 2018 Grand Challenges Annual Meeting (GCAM), the foundation issued a Call to Action with three key objectives:

- Inspire members of the Grand Challenges community to drive forward high-risk, high-reward ideas to address the biggest health and development challenges.
- Capitalize on the exchange of ideas at the GCAM and provide motivation and funding for specific project work resulting from ideas, conversations, or other engagements at the meeting.
- Ensure that the meeting's spirit of accelerating innovation to impact continues after it ends.

Surveys from past meetings indicate a high percentage of participants meet new or existing collaborators at the meeting and begin or conclude business that moves their work forward. To provide a platform for rapid testing of new ideas and/or collaborations that arise as a result of the meeting, the Call to Action was issued as a closed call for proposals specifically to meeting participants. Proposals may be developed on topics relevant to the [GCAM](#). Participants are also asked to consider the foundation's [strategies and priorities](#) within those strategies, as funding is available only for projects that fit within these strategies.

This Call to Action is an extension of the foundation's commitment to the [Grand Challenges in Global Health](#), and is modeled on the Grand Challenges Explorations program. A history of the program and current funding opportunities offered by the Grand Challenges family of programs can be found on the [Grand Challenges website](#). To date, the foundation has committed over half a billion dollars to support hundreds of projects on topics such as making childhood vaccines easier to use in poor countries and creating new ways to control insects that spread disease.

## II. Application Instructions

### **Schedule**

*Key dates and deadlines for the GCAM Call to Action*

Key Dates	Event
October 16, 2018	Call to Action announced at the GCAM
October 19, 2018	Application period opens (meeting attendees receive information via email)
Monday, November 19, 2018, <b>11:30 a.m. US Pacific Standard Time</b>	Application deadline
January 2019	Proposal review completed
March-May 2019	Award notifications and project start dates
October 2020 (date TBD)	Awardees invited to attend GCAM 2020

### **How to Apply and Eligibility**

Subject to the foundation's [Website Terms of Use and Privacy and Information Policy](#), the foundation may share information you provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders.

The GCAM Call to Action is open to all participants who registered for *and* attended the GCAM 2018. Eligible applicants will apply on behalf of an organization with which they are affiliated. Applications are permitted from both non-US and US organizations, including non-profit organizations, for-profit companies, international organizations, government agencies, and academic institutions. Eligible applicants will receive further information via email shortly after the meeting closes.

**Each proposal must list one eligible participant as Principle Investigator (PI). Each eligible participant may be listed only once as a PI and therefore must choose whether to apply as the PI for an individual or collaborative pilot application.** While an eligible participant may apply only once as the PI, there is no limit to the number of collaborative pilot applications on which an eligible participant may be listed as a collaborator (rather than the PI). Individual and pilot proposals are defined below.

Funding levels:

\$100,000 USD for applications with only one meeting participant, an individual pilot award; or  
\$200,000 USD for applications that involve two or more meeting participants, a collaborative pilot award.

Note that for collaborative pilot awards, applicants must include at least two registered and attending meeting participants, one as the PI and at least one collaborator. A collaborative application counts as the sole application for the PI. Submit your best ideas.

You will be asked to select the meeting track content with which your proposal best aligns. You may change this track assignment and edit your proposal any time before the application deadline.

All users will need to create an account and submit proposals through our [online portal](#).

Upon registration, applicants must provide information about the tax status of their organization as different terms and conditions may apply. You should confirm your organization's tax status with the appropriate person or group within your organization such as your grants or contracts department, finance, or office of sponsored research. Please select the tax status that most closely reflects your current organization's status. The foundation may request additional information regarding your tax status and other organizational information. For information about tax statuses, you may check with your own advisors and refer to information provided on the Internal Revenue Service web site at: [www.irs.gov](http://www.irs.gov).

Applicants planning to conduct project activities in India may be required to register with the Ministry of Home Affairs under the Foreign Contribution Regulation Act of 2010 (FCRA). As part of the foundation's diligence we may ask for a copy of your organization's registration under FCRA or a written certification that FCRA registration is not required. Failure to comply with the requirements of FCRA may subject your organization to financial and/or criminal penalties. You should consult with your own advisors to determine whether FCRA applies to your organization or project.

### ***Application Format***

Please review the [Application Instructions](#) as you develop your two-page proposal. You are required to submit either a Microsoft Word® or PDF document; no more than two pages in length. Please do not include a cover sheet with your proposal. A cover sheet will be automatically generated from your registration data.

**Proposals for the Call to Action must be submitted prior to the submission deadline of 11:30 a.m. Pacific Standard Time on Monday, November 19, 2018.**

During the application process you will be required to confirm that you have read and understand the [Website Terms of Use and Privacy and Information Policy](#) and these Rules and Guidelines, and acknowledge that any information that you provide to us (either orally or in writing) will be subject to and handled in accordance with such provisions.

### III. Review Process

For this Call to Action to successfully harness the energy and excitement of the meeting to test creative new ideas or new collaborations fostered by the meeting, a rapid turnaround is required. Applicants will be allocated approximately one month to develop and submit their proposals. The review and funding decisions will be made around the end of March and the foundation will send award notices between April and May, after any necessary due diligence.

The review of proposals will be largely champion-based rather than consensus-based, with a panel of reviewers asked to select the top proposals from those relevant to the track content with which they are associated.

#### ***Handling of Proposals***

The foundation has put in place policies and procedures, applicable to this Call to Action, intended to restrict public dissemination of application materials. These policies and procedures include, when possible, having external reviewers sign confidentiality agreements and requiring that reviewers destroy or return to the foundation all copies of information acquired or created during the course of performing a review. In some instances, however, we are unable to put in place confidentiality agreements or to police the use of application materials.

The foundation also provides general descriptions of its grants on its web sites, in press releases, and in other marketing materials and is required by law to publish a list of its grants. Subject to the foundation's [Website Terms of Use and Privacy and Information Policy](#), the foundation may also share information you provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders.

#### ***Review of Proposals***

Due to the rapid proposal and review timelines applicable to this Call to Action, applicants with proposals that are not selected for award may receive a notification of decline without specific feedback.

#### ***Management of Conflict of Interest***

To identify and avert conflicts of interest among reviewers, reviewers will not be permitted to review proposals from organizations with which the reviewer has self-identified a conflict of interest.

### IV. Key Elements of GCAM Call to Action Agreements

Detailed sample provisions for the foundation's standard Agreements, one for non-profit organizations and one for for-profit organizations, are included in the Appendix to these Rules and Guidelines. Please note that these provisions are merely sample terms. The terms in the agreements between the foundation and awardees are subject to change at the foundation's discretion.

The provisions have been developed specifically for this Call to Action **and are not negotiable**. You are advised to ensure that your institution can accept the provisions of the relevant Agreement at the time of proposal submission. If your proposal is selected, you will have only a few weeks after notification of the award in which to have the appropriate institutional officer sign the Agreement and return it to the foundation.

1. Call to Action awards will be granted at two levels:
  - \$100,000 USD individual pilot awards
  - \$200,000 USD collaborative pilot awards

These award levels are **total** costs for the award. All awards will have a term of 18 months beginning on the project start date.

- You will be asked to complete a high-level budget with the below categories. Please review the foundation's [Indirect Cost Policy](#) as you develop your proposal.

	Estimated Budget
<i>Personnel (including salary, fringe benefits, tuition, or other direct compensation)</i>	\$
<i>Subcontracts</i>	\$
<i>Subgrants</i>	\$
<i>Capital Assets/Equipment</i>	\$
<i>Travel</i>	\$
<i>Supplies</i>	\$
<i>Other Expenses (please briefly described in your email response)</i>	\$

- Project funds may not be used to reimburse expenses incurred prior to the project start date.
- The applicant must return a fully executed agreement to the foundation no later than the date and time indicated by the Grants and Contracts Management team to receive the Call to Action award.
- The foundation imposes restrictions on the amount of indirect costs it will fund, please see the foundation's [indirect cost policy](#). The budget provided in your application should disclose the amount of indirect costs budgeted for your project and the indirect costs of any collaborators participating as subgrantees or subcontractors.
- For-profit non-US awardees are subject to restrictions on the amount of funds they may use for expenditures in the US (see sample agreement for for-profit organizations).
- Project funds may not be used to enroll human subjects in any research project subject to Institution Review Board (IRB) or Independent Ethics Committee (IEC) approval until such approval has been obtained for each site.
- Awardees must agree to conduct and manage the project and the products, services, processes, technologies, materials, software, data other innovations, and intellectual property resulting from the project (including modifications, improvements, and further developments to "Background Technology") in a manner that ensures "Global Access." See the Global Access Section of the Sample Agreements for more information about these obligations.
- Awardees must agree to abide by the foundation's [Open Access Policy](#) which requires all peer-reviewed published research, and underlying data sets resulting from foundation funded research to be immediately available upon publication. As noted in the Open Access Policy, the foundation is responsible for individual article processing charges and fees to the extent required to comply with the foundation's Open Access Policy. These fees should not be included in project budgets. Open access management and fees will be managed via Chronos, a service for foundation-funded research. Chronos simplifies and manages the process of publishing under the foundation's Open Access Policy terms. Primary contacts will receive a Chronos account activation email 6 weeks after the agreement start date.

The Agreement and specific provisions that apply to a project depend on the tax status of the applicant. We strongly encourage you to share the Sample Agreements with the appropriate person or group within your organization such as your grants and contracts department, legal department, finance or office of

sponsored research at the time you submit your proposal to ensure that your organization can agree to the relevant provisions.

## **V. Reporting**

All Call to Action awardees must prepare and submit a report on initial progress due before the 2019 Grand Challenges meeting and a Final Financial and Scientific Report due at the end of the grant term. Grantees subject to expenditure responsibility under US law (for-profit organizations and some non-profit organizations) may be required to submit additional reports. Awardees must submit the report electronically by the date described in the Reporting section of the Agreements. The reports should be cumulative, stand-alone documents that describe the work performed with the project funds during the lapsed portion of the project term. The scientific section of the report must include any technical data gathered, models developed, and summary conclusions as of the time of the report. The financial section of the report should include an account of the manner in which you spent the project funds as of the time of the report.

## **VI. Terms of Use, Privacy Notice and Information Security**

This document and your application are subject to the Terms of Use and Privacy & Information Security Policy which are located at <https://gcgh.grandchallenges.org/privacy-policy-and-terms-use>

## **VII. Inquiries**

Please direct all questions about this initiative, selection criteria, or application instructions by e-mail to the following address: [grandchallenges@gatesfoundation.org](mailto:grandchallenges@gatesfoundation.org).

# Appendix

## I. Term of Offers

Awards are conditioned upon the foundation's receipt of an executed agreement by the date indicated by the Grants and Contracts Services team in the email to which the Agreement is attached. Agreements received after the deadline may not be considered for funding. More information will be sent to those being considered for an award.

Set forth below are samples of the Agreements used in making these awards. Please note that these provisions are merely sample terms. The terms in the agreements between the foundation and awardees are subject to change at the foundation's discretion.

## II. Sample Agreement for Most Non-Profit Organizations (See below for Sample Agreement for Other Non-Profit Organizations and all For- Profit Organizations)

### GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

### REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

### REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

## PROJECT SUPPORT

### PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Proposal Narrative and/or Results Framework and Tracker.

## MANAGEMENT OF FUNDS

### USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

### INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "Income"). Any Income must be used for the Project.

## GLOBAL ACCESS

### GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

**HUMANITARIAN LICENSE** [*Included if foundation requires a license to Funded Developments in order to further Global Access.*]

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

### PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: [www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy](http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy), which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

### INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports related to the Funded Developments, Background Technology, and any related

agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

## SUBGRANTS AND SUBCONTRACTS

### SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

### SCHOLARSHIPS AND FELLOWSHIPS

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

### TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

### RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

## PROHIBITED ACTIVITIES

### ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

### ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

### **[For Indian grantees where FCRA Registration is required] FCRA COMPLIANCE**

**If organization has not yet registered under FCRA:** If You are conducting Project activities in India, the Foundation will not make payments, and You may not incur expenses under, this Agreement until the Foundation has received a copy of Your registration with the Ministry of Home Affairs under the Foreign Contribution (Regulation) Act (FCRA), 2010, or written evidence that You are exempt from such registration requirements. You must advise the Foundation immediately if there is any change in Your FCRA registration during the term of this Agreement.

**If organization has registered under FCRA:** The Foundation has verified with the Ministry of Home Affairs Your registration under the Foreign Contribution (Regulation) Act (FCRA), 2010, and/or received a copy of such registration from You. You must advise the Foundation immediately if there is any change in Your FCRA registration during the term of this Agreement.

**If organization is an Indian governmental entity that indicates it is exempt under FCRA:** By signing this Agreement, You certify that You: (a) are not, as a result of this Agreement or otherwise, subject to the Foreign Contribution (Regulation) Act (FCRA), 2010; (b) understand that the Foundation is entering into this Agreement in reliance on this representation; and (c) understand that You would be subject to any financial and/or criminal penalties imposed for non-compliance with FCRA. You must advise the

Foundation immediately if there is any change in FCRA's applicability to You in connection with Your activities under this Agreement or otherwise.

#### **LOBBYING AND ELECTIONEERING PROHIBITION**

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

#### **OTHER LOBBYING, GIFT, AND ETHICS RULES**

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

### **PUBLICITY**

#### **PUBLICITY BY THE FOUNDATION**

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

#### **PUBLICITY BY YOU**

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: [grantee.comms@gatesfoundation.org](mailto:grantee.comms@gatesfoundation.org) two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: [www.gatesfoundation.org/grantseeker/documents/guidelines\\_communications\\_for\\_grantees.doc](http://www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc).

#### **PUBLICITY BY OTHERS**

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

### **OTHER**

#### **LEGAL ENTITY AND AUTHORITY**

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

#### **COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

#### **COMPLIANCE WITH REQUIREMENTS**

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information;
- b. children or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects; and/or
- c. any trial involving human subjects, You will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

### **RELIANCE**

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

### **INDEMNIFICATION**

If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("*Indemnified Activities*"), You will indemnify, defend, and hold harmless the Foundation and its trustees, employees, and agents ("*Indemnified Parties*") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or relating to the acts or omissions, actual or alleged, of You or Your employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. You agree that any activities by the Foundation in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Foundation's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Your indemnification obligations are limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Agreement will constitute an express or implied waiver of Your governmental and sovereign immunities, if any.

### **INSURANCE**

You will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. You will ensure Your subgrantees and subcontractors maintain insurance coverage consistent with this section.

## **TERM AND TERMINATION**

### **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 You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

### **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 Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

## **RETURN OF FUNDS**

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, (b) applied to another Foundation-funded project (current or under consideration), or (c) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

## **RETURN OF FUNDS**

*If organization has or must register under FCRA (this replaces above Return of Funds clause):* Any Grant Funds, plus any Income, that have not been used for, or committed to, the Project upon expiration or termination of this Agreement, must be returned promptly to the Foundation to the extent consistent with applicable law. If applicable law does not permit such return, then You must transfer such Grant Funds to another charitable organization designated or approved by the Foundation for purposes relating to the Project, to the extent consistent with applicable law.

## **MONITORING, REVIEW, AND AUDIT**

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

## **INTERNAL OR THIRD PARTY AUDIT**

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

## **RECORD KEEPING**

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

## **SURVIVAL**

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

## **GENERAL**

### **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

### **NOTICES AND APPROVALS**

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

### **SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

### **ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

### **COUNTERPARTS AND ELECTRONIC SIGNATURES**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

## **III. Sample Agreement for Some Non-Profit Organizations and all For-Profit Organizations**

### **PROJECT AGREEMENT**

#### **AGREEMENT SUMMARY & SIGNATURE PAGE**

#### **GRANT AMOUNT**

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

#### **REPORTING & PAYMENT SCHEDULE**

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

#### **REPORTING**

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

#### **ACCOUNTING FOR PERSONNEL TIME**

You will track the time of all employees, contingent workers, and any other individuals whose compensation will be paid in whole or in part by Grant Funds. Such individuals will keep records (e.g., timesheets) of actual time worked on the Project in increments of sixty minutes or less and brief descriptions of tasks performed. You will report actual time worked consistent with those records in Your progress and final budget reports. You will submit copies of such records to the Foundation upon request.

### **PROJECT SUPPORT**

#### **PROJECT DESCRIPTION AND CHARITABLE PURPOSE**

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Proposal Narrative and/or Results Framework and Tracker.

## MANAGEMENT OF FUNDS

### USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

### ACTIVITIES IN THE U.S. [*If grantee is a non-U.S. for-profit organization*]

You may not use more than 20% of Grant Funds for activities in the U.S., including travel to or from the U.S. This limitation does not apply to Your subgrantees or subcontractors that: (a) are independent from and not controlled by You; (b) have provided You a proposal and budget describing how the funds will be used, and You have determined that the activities and costs are reasonable; and (c) are not Your agents.

### INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

### SEGREGATION OF FUNDS

You must maintain Grant Funds in a physically separate bank account or a separate bookkeeping account maintained as part of Your financial records and dedicated to the Project

## GLOBAL ACCESS

### GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

### HUMANITARIAN LICENSE [*Included if foundation requires a license to Funded Developments in order to further Global Access.*]

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "*Essential Background Technology*" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

## **PUBLICATION**

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. “*Publication*” means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under “open access” terms and conditions consistent with the Foundation’s Open Access Policy available at: [www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy](http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy), which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

## **INTELLECTUAL PROPERTY REPORTING**

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports related to the Funded Developments, Background Technology, and any related agreements using the Foundation’s templates or forms, which the Foundation may modify from time to time.

## **SUBGRANTS AND SUBCONTRACTS**

### **SUBGRANTS AND SUBCONTRACTS**

Provided that You do not make subgrants to individuals under this Agreement, You have the exclusive right to select subgrantees and subcontractors to assist with the Project. If You use Grant Funds to make a subgrant to an organization that is not a U.S. public charity or government agency/instrumentality, You must comply with the expenditure responsibility procedures available at: [www.gatesfoundation.org/Documents/Expenditure%20Responsibility%20Procedures%20for%20Subgrants.docx](http://www.gatesfoundation.org/Documents/Expenditure%20Responsibility%20Procedures%20for%20Subgrants.docx).

### **TRAVEL STIPENDS AND CONFERENCE FEES**

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

### **RESPONSIBILITY FOR OTHERS**

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

## **PROHIBITED ACTIVITIES**

### **ANTI-TERRORISM**

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

### **ANTI-CORRUPTION; ANTI-BRIBERY**

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by

assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

### **POLITICAL ACTIVITY AND ADVOCACY**

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You may not use Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift, and ethics rules applicable to the Project.

## **PUBLICITY**

### **PUBLICITY BY THE FOUNDATION**

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

### **PUBLICITY BY YOU**

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: [grantee.comms@gatesfoundation.org](mailto:grantee.comms@gatesfoundation.org) two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: [www.gatesfoundation.org/grantseeker/documents/guidelines\\_communications\\_for\\_grantees.doc](http://www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc).

### **PUBLICITY BY OTHERS**

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

## **OTHER**

### **LEGAL ENTITY AND AUTHORITY**

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of these changes during the term of this Agreement.

### **COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

### **COMPLIANCE WITH REQUIREMENTS**

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information;
- b. children or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects; and/or

c. any trial involving human subjects, You will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

**[For Indian for-profit organizations] FCRA COMPLIANCE**

**Alternative 1:** By signing this Agreement, You certify that You: (a) are not, as a result of this Agreement or otherwise, subject to the Foreign Contribution (Regulation) Act (FCRA), 2010 and that You have received written advice from a third-party professional advisor with relevant experience that is consistent with this certification; (b) understand that the Foundation is entering into this Agreement in reliance on this representation; and (c) understand that You would be subject to any financial and/or criminal penalties imposed for non-compliance with FCRA. You must advise the Foundation immediately if there is any change in FCRA's applicability to You in connection with Your activities under this Agreement or otherwise.

**Alternative 2:** The Foundation has verified with the Ministry of Home Affairs Your registration under the Foreign Contribution (Regulation) Act (FCRA), 2010, and/or received a copy of such registration from You. You must advise the Foundation immediately if there is any change in Your FCRA registration during the term of this Agreement.

**[For Indian for-profit organizations] TAX WITHHOLDING**

The Foundation is withholding and remitting taxes due as required by the India Tax Deducted at Source. The Foundation will not withhold any amounts for employment-related taxes. The Foundation will not be liable to You for any withheld amounts. At Your request, the Foundation will provide You with documentation verifying remittance.

**[For Indian for-profit organizations] TAX RESPONSIBILITY**

You are responsible for remitting all other taxes related to Your performance of the Project (e.g., sales tax, services tax, Goods and Services Tax ("GST") and value-added tax ("VAT")) and Your receipt of payments under this Agreement (e.g., business and occupation tax, employment-related taxes, and income tax), and agree that You will comply with all obligations to remit any such taxes.

**RELIANCE**

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

**INDEMNIFICATION**

If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("*Indemnified Activities*"), You will indemnify, defend, and hold harmless the Foundation and its trustees, employees, and agents ("*Indemnified Parties*") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or relating to the acts or omissions, actual or alleged, of You or Your employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. You agree that any activities by the Foundation in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Foundation's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Your indemnification obligations are limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Agreement will constitute an express or implied waiver of Your governmental and sovereign immunities, if any.

## **INSURANCE**

You will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. You will ensure Your subgrantees and subcontractors maintain insurance coverage consistent with this section.

## **TERM AND TERMINATION**

### **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 You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

### **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 Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

### **RETURN OF FUNDS**

Any Grant Funds, plus any Income, that have not been used for, or committed to, the Project upon expiration or termination of this Agreement, must be returned promptly to the Foundation.

### **MONITORING, REVIEW, AND AUDIT**

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

### **INTERNAL OR THIRD PARTY AUDIT**

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

### **RECORD KEEPING**

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

### **SURVIVAL**

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

## **GENERAL**

### **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this

Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

**NOTICES AND APPROVALS**

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

**SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

**ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

**COUNTERPARTS AND ELECTRONIC SIGNATURES**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.