

# Sample Next Generation Learning Challenges Grant Agreement Terms and Conditions

This Grant Agreement dated \_\_\_\_\_ is entered into by and between EDUCAUSE (“EDUCAUSE”) as Grantor and \_\_\_\_\_ as Grantee.

In consideration of the mutual promises contained in this Grant Agreement, EDUCAUSE and Grantee agree as follows:

## I. Organizational Eligibility and Use of Funds

**Tax Status:** The specific terms and conditions of NGLC grants from EDUCAUSE may depend on the tax status of your organization. You must indicate which of the following descriptions applies to your organization when submitting a proposal. (Note that the online proposal template will not allow you to submit your proposal for consideration until the requested tax status information has been provided.) You must also submit copies of the governing documents for your organization with your application (e.g., Articles and Bylaws).

The organization is:

- Exempt from United States federal income tax under section 501(c)(3) of the United States Internal Revenue Code of 1986 (the “Code”) and not a private foundation;
- Exempt from United States federal income tax under Section 501(c)(3) of the Code and a private foundation;
- Exempt from United States federal income tax under a section of the Code other than 501(c)(3) (e.g., Section 501(c)(4) or 501(c)(6)). If applicable, please indicate which section applies to your organization \_\_\_\_\_;
- Not a tax-exempt organization under the Code. If applicable, please indicate the type of organization and place of incorporation;
- A United States government unit described in section 170(c)(1) of the Code;
- A state, tribal, or local government unit. If so, please describe \_\_\_\_\_;
- An organization formed under the laws of a country other than the United States. If applicable, please indicate the country of formation and type of organization \_\_\_\_\_.

**Use of Grant Funds:** The use of the grant funds must be restricted solely to the purposes of the Project described in the Proposal attached as Exhibit A hereto (the “Project”). Grant funds may not be used: (a) for any purpose other than the Project; (b) to carry on propaganda or otherwise attempt to influence legislation; (c) to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive; (d) to make a subgrant to any individual or to any other organization. Any portion of the grant funds unexpended or uncommitted at the end of the grant period must be promptly returned to EDUCAUSE.

**For Non-U.S. Grantees:** All payments will be made in U.S. dollars and will not be adjusted to reflect currency fluctuations.

**Limitations on Capital Assets:** You may use the grant funds to purchase capital assets such as equipment as long as (a) the assets are used exclusively for the Project during the term of the grant and used in accordance with the NGLC Intellectual Property Policy after the term of the grant; and (b) the aggregate amount of grant funds used to purchase capital assets does not exceed one-quarter

(1/4) of the total grant funds.

**Subcontracts:** Although you may not subgrant any funds received under the Grant Agreement, you may subcontract with third parties to conduct Project activities, as long as the aggregate amount of grant funds paid to subcontractors does not exceed one-third (1/3) of the total grant funds. As the grantee for the Project, your organization has sole responsibility for selection and oversight of any and all subcontractors. EDUCAUSE does not approve the selection of any of your subcontractors and will not oversee their respective activities. Therefore, no implication should be made to investors, media, or the general public that EDUCAUSE supports the activities of any subcontractor. EDUCAUSE requires that you include this stipulation in any agreements with subcontractors you engage to assist with the Project.

**Indirect Costs:** Grant funds may be used to pay indirect costs of up to 10% of the total grant amount. Indirect costs are defined as (a) overhead expenses incurred as a result of the Project but that are not easily identifiable with the Project; and (b) administrative expenses that are related to overall general operations and are shared among projects and/or functions. Examples of indirect costs include, but are not limited to, executive oversight, accounting, grants management, legal expenses, utilities, and facility maintenance.

**Anti-Terrorism:** You acknowledge that you are familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist-related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote violence, terrorist activity or related training, or money laundering. Such efforts to comply with this provision should not be interpreted to interfere with your commitment to academic freedom and open debate on controversial issues.

## II. Compliance and Indemnification

**Compliance by All Parties:** As the grantee for the Project, you agree that (a) all agreements with subcontractors to which you pay grant funds will be consistent with the terms and conditions of the Grant Agreement; and (b) all subcontractors to which you pay grant funds shall be in compliance with the terms of the Grant Agreement (including but not limited to all limitations on the use of grant funds). You also agree that any activities in association with the Project or the Proposal will not modify the provisions of the Grant Agreement or constitute the basis for any claim by you against EDUCAUSE. You have obtained all necessary regulatory and governmental licenses and approvals required to pursue the Project.

## III. Research Practice Assurances

**Limitations on Human Subjects Research:** Grant funds may be used for human subjects research, but you must have all appropriate approvals, assurances, and certifications (including, but not limited to, institutional review board [IRB] approvals) as of the date the Grant Agreement is fully executed.

**Compliance for All Sites:** You agree that for each venue in which any part of the Project is conducted, you and your subcontractors shall comply with all laws and regulations applicable to the conduct of the Project (including, but not limited to, any research or other activities that are governed by human subjects guidelines, laws, or regulations), as well as comply with and assure and gain timely, appropriate prior approval for all activities subject to regulation and/or other types of required assurances, certifications, or legal requirements. All appropriate approvals, assurances, and

certifications must be obtained no later than the date the Grant Agreement is fully executed. You acknowledge and agree that, as between you and EDUCAUSE, you take and will have full responsibility for all such compliance, both for yourself and all other sites included in the Project, including without limitation those activities conducted through subcontracts.

#### **IV. Payment and Reporting Schedules**

**Payment:** EDUCAUSE will disburse grant funds to grantees via check within 10 business days of receipt of the countersigned Grant Agreement. Grant amounts will vary based on the wave and specific challenges. All grant payments to be made from EDUCAUSE to Grantee hereunder are contingent upon EDUCAUSE's receipt of funding from the Bill & Melinda Gates Foundation, the William and Flora Hewlett Foundation, and/or any other current or prospective NGLC funders, for use by NGLC in making such grant payments.

**Reporting:** You agree to provide EDUCAUSE with reflections on learning reports via e-mail to the NGLC Program Officer at set intervals: no later than \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and a final Financial and Program Report via e-mail to the Program Officer no later than \_\_\_\_\_ (i.e., no later than 90 days after the end of the grant period). You may apply for one no-cost extension for this deadline, provided that you submit a formal request to the NGLC Program Officer no later than \_\_\_\_\_; if approved, the grant would end on \_\_\_\_\_, and the final Financial and Program Report would be due no later than \_\_\_\_\_.

Grant recipients will receive the reporting guidelines and template electronically. Reports should be submitted electronically to the assigned NGLC Program Manager.

Please note that these formal reporting requirements are in addition to, not a substitute for, the knowledge-sharing and community engagement requirements that apply to all NGLC grantees. Projects supported under the program are expected to actively and publicly share information, knowledge resources, findings and lessons learned, and so forth, via the NGLC website ([www.nextgenlearning.org](http://www.nextgenlearning.org)) and other appropriate forums throughout the life of the grant.

**Record Maintenance and Inspection:** You agree to maintain (and require your subcontractors to maintain) adequate program and financial records to enable EDUCAUSE to easily determine how the grant funds were expended. Such records shall be maintained for at least three years following termination of the Grant Agreement and will be available for review by EDUCAUSE personnel or our designee upon reasonable notice.

#### **V. NGLC Priorities**

You understand and acknowledge that EDUCAUSE is making the NGLC grant in furtherance of its nonprofit purposes, which include the priorities of ensuring that (a) the knowledge gained during funded projects will be promptly and broadly disseminated to the education community, and (b) the intended product(s) or outcomes be made accessible (with respect to cost, quantity, and applicability) to organizations dedicated to improving college readiness and completion. You agree to conduct and manage support of the research, product development, and innovations funded by this grant in a manner that facilitates the achievement of NGLC priorities and in accordance with the NGLC Intellectual Property Policy.

#### **VI. Mandatory Participation in Designated NGLC Activities**

**Meetings:** You agree to participate in the ALP meetings, should such be held, by sending two representatives including the Principal Investigator. In that event, reasonable travel expenses associated with your participation will be reimbursed. All travel arrangements must be made in accordance with the travel policy, which will be provided with any meeting materials.

**Collaboration:** In addition to meeting attendance, NGLC grantees pursuing similar challenges and overarching goals are expected to communicate and collaborate on a periodic basis in achieving progress towards these solutions. EDUCAUSE will identify the other entities with which you should consider collaborating.

## **VII. Publication**

**Publication:** You agree to prepare and publish data sets, models/frameworks, text, and/or multimedia resources—including but not limited to courses or courseware—and findings resulting from the Project for public use on the NGLC website ([www.nextgenlearning.org](http://www.nextgenlearning.org)) and/or other online forums as directed by NGLC staff. You further agree to do so as soon as practical during the course of the Project and immediately following conclusion of the Project. All investigators supported in whole or in part by funds from this grant must be made aware of this obligation and should be encouraged to publish or otherwise disseminate the Project findings as broadly and promptly as reasonably possible. All publications must include the acknowledgement, “Funded by a grant from EDUCAUSE through the Next Generation Learning Challenges.”

**Grant Announcements, Public Reports, and Use of NGLC Name and Logo:** NGLC, EDUCAUSE, the Bill & Melinda Gates Foundation, and other NGLC collaborative organizations identified on the NGLC website may include information on this grant in periodic public reports and may make information about this grant public at any time on their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or report announcing this grant, or otherwise use NGLC, EDUCAUSE, or a collaborative organization’s name or logo, please contact EDUCAUSE as outlined in the Grant Agreement at least two weeks before the desired announcement or publication date. You agree to obtain advance approval from EDUCAUSE of the press release and the date of release, or of any other use of the names or logos of NGLC, EDUCAUSE, or any NGLC collaborative organization. EDUCAUSE requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant.

**Entire Agreement:** The Grant Agreement will constitute the entire agreement and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of the Grant Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining term or provision. The Grant Agreement may be amended or modified only by a mutual written agreement of the parties.

## **VIII. Term of Offer**

Grant award offers are only valid for 10 days. Upon receipt of award notification, you must return a fully executed Agreement to EDUCAUSE postmarked no later than \_\_\_\_\_, in order to receive an NGLC Wave IV grant award.

## **IX. Right of EDUCAUSE to Terminate Grant**

EDUCAUSE reserves the right, at its sole discretion, to terminate the grant at any time if Grantee fails to abide by the terms and conditions of the Grant Agreement, fails to make satisfactory progress with respect to the grant objectives, misappropriates NGLC funds, or behaves in any other fashion detrimental to the success or effectiveness of NGLC. Should EDUCAUSE exercise this right, Grantee will be responsible for returning all unspent or misspent funds. In such case, any materials or work products produced with grant funds will still be subject to the NGLC Intellectual Property Agreement.