**GRANT AGREEMENT**

**(the “Agreement”)**

**Reckitt Global Hygiene Institute**

***RGHI RIN:***

**Agreement Summary and Signature Page**

|  |  |
| --- | --- |
| **RGHI INFORMATION** | |
| Name: | Reckitt Global Hygiene Institute (“**RGHI**”) |
| Mailing Address: | 300 Main St Ste 21 PMB 1295  Madison, NJ 07940  USA |
| RGHI Primary Contact: | Name: Sarah Roberts  Title: Executive Director  Email Address: grants\_admin@mail.rghi.org |

|  |  |
| --- | --- |
| **GRANTEE INFORMATION** | |
| Name: | (“**Grantee**”) |
| Tax Status: |  |
| Mailing Address: |  |
| Grantee Authorised Signatory: | Name:  Title:  Email Address: |
| Grantee Primary Contact (if different from Grantee Authorised Signatory): | Name:  Title:  Email Address: |

|  |  |
| --- | --- |
| **GRANT INFORMATION** | |
| Grant Purpose: |  |
| Project Title: | (“**Grant**”) |
| Project Start Date: |  |
| Project End Date: |  |
| Principal Investigator: | Name:  Email Address: |
| This Agreement  includes and  incorporates by this reference: | * This Agreement Summary and Signature Page; * Reporting and Payment Schedule (Attachment A) * Terms and Conditions (Attachment B) * Project Description (Attachment C) * Project Milestones and Deliverables (Attachment D) * Approved Budget (Attachment E) |

*[Remainder of page intentionally left blank]*

THIS AGREEMENT, including the attached terms and conditions, is entered into between RGHI and Grantee and is effective as of the Project Start Date. Each party to this Agreement may be referred to individually as a “**Party**” and together as “**the Parties**.”

**RECKITT GLOBAL HYGIENE INSTITUTE**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Sarah Roberts

Title: Executive Director

Date:

**GRANTEE NAME**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

**GRANT AGREEMENT**

RGHI RIN:

**Attachment A**

**Reporting and Payment Schedule**

**GRANT AMOUNT AND PAYMENT**

RGHI shall pay Grantee up to the total grant amount specified in the Reporting and Payment Schedule below (the “**Total Grant Amount**”); provided, however, that payments are subject to Grantee’s compliance with this Agreement, including Grantee’s achievement and RGHI’s acceptance of any applicable targets, milestones, and reporting deliverables required under this Agreement.

RGHI may, in its reasonable discretion and in consultation, make minor modifications to payment dates or amounts, and RGHI shall notify Grantee of any such changes in writing. Any requests by Grantee to modify the Project, Project Start Date, Project End Date, or expenditures relating to the Grant must be approved in advance by RGHI. Written requests for such changes must be emailed to grants\_admin@mail.rghi.org for approval.

Grantee agrees to abide by the approved budget forth in Attachment E (the “**Budget**”) and has discretion to apply funds in the Budget and may shift amounts among line items; provided, however, that RGHI must approve in writing any changes in the Budget of more than 10% in a single line item.

**REPORTING REQUIREMENTS**

Grantee shall submit narrative reports and financial reports in accordance with the Reporting and Payment Schedule using RGHI’s online reporting system, which may be modified by RGHI from time to time.

Narrative Reports: Grantee is required to submit narrative reports against key milestones as outlined in Attachment D, in accordance with the Reporting and Payment Schedule below. Narrative reports must include sufficient information to demonstrate Grantee’s meaningful progress against agreed milestones for the relevant reporting period. If, in the reasonable opinion of RGHI (or a designee of RGHI), meaningful progress has not been made, Grantee may be asked to modify the report to address RGHI comments and include reference to the adjustments Grantee will make to get back on track. Please immediately notify RGHI at grants\_admin@mail.rghi.org if Grantee needs to add or modify any targets or milestones. RGHI must approve any such changes in writing. Grantee agrees to submit such other additional information regarding the Grant that RGHI may reasonably request.

Financial Reports: Grantee is required to submit financial reports in accordance with the Reporting and Payment Schedule below. Grantee may use a different financial reporting format only with prior written authorisation from RGHI.

*[Remainder of page intentionally left blank]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Period** | **Period Start Date** | **Period End Date** | **Reporting Requirement** | | **Reporting Requirement Due Date** | **Payment Amount** | |
| **P0** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **P1** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **P2** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **P3** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **P4** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **P5** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **P6** | DD/MM/YYYY | DD/MM/YYYY |  | | DD/MM/YYYY | % of Grant Amount | $ |
| **Total Grant Amount:** | | | | **$** | | | |

**GRANT AGREEMENT**

RGHI RIN:

**Attachment B**

**Terms and Conditions**

1. Grant Purpose. The purpose of RGHI’s grant is to provide support to Grantee for the project as described in Attachment C (the “**Project**”) up to the Total Grant Amount (the “**Grant Purpose**”). RGHI, in its sole discretion, may approve in writing any request by Grantee to make non-material changes to the Proposal Narrative.
2. Tax Status. Grantee has been recognised as [an organisation described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”) and classified as other than a “private foundation” described in Section 509(a) of the Code; is a governmental unit; or has been determined to be the equivalent of a Code Section 501(c)(3) public charity]. Grantee affirms that such status remains in full force and effect and has not been changed in any way and agrees to notify RGHI of any change or threatened change to its tax-exempt status or, if applicable, equivalency determination.
3. Legal Entity and Authority. Grantee confirms that: (i) Grantee is an entity duly organised or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which Grantee is organised or formed; (ii) Grantee is not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under United States law; (iii) Grantee has the right to enter into and fully perform this Agreement; and (iv) Grantee’s performance shall not violate any agreement or obligation between Grantee and any third party. Grantee shall notify RGHI immediately of any changes in Grantee’s entity status during the term of this Agreement.
4. Management of Funds.
   1. Use of Funds. Grantee agrees that all funds provided under this Agreement (the “**Grant Funds**”) shall be used exclusively for charitable, educational and/or scientific purposes within the meaning of Section 501(c)(3) of the Code and specifically for the Grant Purpose. Grantee may not use Grant Funds for any other purpose. Grantee may not use Grant Funds to reimburse any expenses incurred by Grantee prior to the Project Start Date indicated on the Agreement Summary and Signature Page (the “**Project Start Date**”). At RGHI’s request, Grantee shall repay any portion of Grant Funds and/or the amount of any interest or other income generated by the Grant Funds (collectively, “**Income**”) used or committed in material breach of this Agreement, as determined in accordance with the Dispute Resolution process described in Section 20 (Dispute Resolution) below].
   2. Investment of Funds. Grantee shall maintain Grant Funds in an interest-bearing bank account or a registered money market mutual fund so that the Grant Funds are available for the Project. RGHI may require a deposit of RGHI funds in designated accounts. Together with any reports required under this Agreement, Grantee must report the amount of any currency conversion gains (or losses) and the amount of any Income. All Income must be used for the Project.
5. Global Access Commitment and Intellectual Property. Grantee shall conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. “**Funded Developments**” means the products, services, processes, technologies, materials, software, data, other innovations, research results, and intellectual property resulting from the Project. “**Global Access**” means that: (i) the knowledge and information gained from the Project shall be promptly and as broadly disseminated as possible; and (ii) the Funded Developments shall be made available and accessible at an affordable price to the general public. As between Grantee and RGHI, all Funded Developments shall be solely owned by Grantee and, for the avoidance of doubt, Grantee shall have the right to file in its own name provisional, design, or utility patent application(s) and to otherwise hold intellectual property rights in and to maintain and protect such rights in the Funded Developments, subject to the Global Access requirement and the license granted herein. Grantee shall promptly disclose any such intellectual property to RGHI in writing. Grantee agrees to grant and does hereby grant to RGHI a worldwide, non-exclusive, sublicensable, perpetual, irrevocable, royalty-free license to use Funded Developments for research and educational purposes and other non-commercial purposes in furtherance of the exempt purposes and goals of RGHI.
6. Compliance with RGHI Policies. Grantee agrees to comply with RGHI policies, which may be modified from time to time, including, but not limited to, the following: (i) Open Access Policy, (ii) Overarching Compliance Policy, (iii) Awardee Conflict Policy, and (iv) Grant Award Conditions. Copies of RGHI policies applicable to this Grant are available at https://rghi.org/public-policies/.
7. Publication. Grantee is required to (i) notify RGHI of submission of any research outputs arising wholly or in part from the Project, including conference abstracts or academic publications, and provide to RGHI a copy of any submitted materials within thirty (30) days of submission, and (ii) provide to RGHI a copy of any published materials arising wholly or in part from the Project within thirty (30) days of publication (each, a “**Publication**”). RGHI may include references to any Publications on its website, in annual reports, or in other publicly available materials describing RGHI’s grants and programs.
8. Reserved.
9. Subgrants and Subcontracts.
   1. Subgrants and Subcontracts. Grantee has the exclusive right to select subgrantees and subcontractors, if any, to assist with the Project.
   2. Travel Stipends and Conference Fees. Grantee shall have sole discretion over Grantee selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of RGHI. [For international grantees consider: “Grantee shall not use any portion of the Grant to support travel or other activities based in the United States without first notifying RGHI.”]
   3. Responsibility for Others. As between RGHI and Grantee, Grantee is responsible for (i) all acts and omissions of any of Grantee’s trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates conducting or assisting with the Project, and (ii) ensuring their compliance with the terms of this Agreement.
   4. Due Diligence. In utilising the Grant Funds, Grantee shall exercise the same care in the discharge of Grantee’s own functions under this Agreement as Grantee exercises with respect to the administration and management of Grantee’s own resources and affairs. Grantee shall cooperate fully to resolve any due diligence issues raised by RGHI (or RGHI’s delegate(s)) regarding Grantee internal controls and systems.
10. Prohibited Activities.
    1. Anti-Terrorism. Grantee shall not use funds provided under this Agreement, directly or indirectly, in support of activities (i) prohibited by United States laws related to combatting terrorism; (ii) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) (the “SDN List”) or entities owned or controlled by such persons; or (iii) with or related to countries against which the United States maintains a comprehensive embargo, unless such activities are fully authorized by the United States government under applicable law and specifically approved by RGHI in its sole discretion. Grantee represents that it does not knowingly employ or contract with individuals or contribute funds to persons on the SDN List or entities owned or controlled by such persons or which are otherwise prohibited under applicable law. Grantee represents that it is not the target of economic or trade sanctions, and Grantee shall immediately inform RGHI if Grantee becomes the target of economic or trade sanctions, including any ownership or control of Grantee by one or more persons on the SDN List.
    2. Anti-Corruption; Anti-Bribery.
       1. Grantee shall 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 RGHI or the Project, including by assisting any party to secure an improper advantage.
       2. RGHI and Grantee have a zero-tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of Grant Funds. Grantee shall promptly inform RGHI of any event which interferes or threatens to materially interfere with the successful implementation of the Project, whether financed in full or in part by RGHI, including credible suspicion of or actual, fraud, corruption, bribery, theft, or any other financial irregularity or impropriety related to the Project (collectively, “**Fraud**”). In such an event, Grantee shall promptly notify RGHI. Grantee shall take timely and appropriate action to investigate credible allegations of Fraud and cooperate fully with investigations into such matters, whether led by Grantee, RGHI, or any governmental body.
       3. In the event of any credible indications that Grant Funds may have been subject to Fraud, RGHI (or RGHI’s delegate(s)) may, at any time during the term of this Agreement and for a period of up to five (5) years thereafter, arrange for additional Fraud investigations, on-the-spot checks, and/or inspections of Project records to be carried out. If Fraud is established by such investigations, Grantee shall work with RGHI and use best efforts to recover the amount of Grant Funds subject to Fraud and restore them to the Project account or, at the direction of RGHI, directly to RGHI.
    3. Lobbying and Electioneering Prohibition. Grantee may not use Grant Funds to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Code Section 4945(d)(2). Grantee acknowledges that RGHI has not earmarked Grant Funds to support lobbying activities or to carry on propaganda or otherwise attempt to influence legislation within the meaning of Code Section 4945(d)(1). Activities shall be conducted consistent with the private foundation lobbying rules and exceptions under Code Section 4945 and related regulations.
11. Compliance with Laws. In carrying out the Project, Grantee shall comply with all applicable federal, state, and local laws and regulations in the performance of this Project, as well as any requirements under any applicable protocol or statement of work. Grantee shall comply with all applicable laws, regulations, and rules and shall not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
12. Compliance with Requirements. Grantee shall 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**”). Grantee shall obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. If the Project involves: (i) any protected information (including personally identifiable, protected health, or third-party confidential information), Grantee shall not disclose this information to RGHI without obtaining RGHI’s prior written approval and all necessary consents to disclose such information; (ii) children or vulnerable subjects, Grantee shall obtain any necessary consents and approvals unique to these subjects; and/or (iii) any trial involving human subjects, Grantee shall 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 shall obtain applicable trial insurance. Any activities by RGHI or RGHI’s designated agents in reviewing documents and providing input or resources does not modify Grantee’s responsibility for determining and complying with all Requirements for the Project.
13. Indemnification. Grantee agrees to indemnify and hold harmless RGHI and its directors, trustees, officers, employees, and agents from and against any and all third party claims, damages, costs, penalties, expenses and liabilities of any kind (including reasonable attorneys’ fees) in connection with or resulting from of any breach of any representation or covenant made by Grantee or any act or omission of Grantee or of Grantee’s directors, trustees, officers, employees, or agents in connection with this Agreement or the Grant.
14. Insurance. Grantee shall 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. Grantee shall ensure Grantee’s subgrantees and subcontractors maintain insurance coverage consistent with this Section.
15. Term and Termination.
    1. Term. This Agreement commences on the Project Start Date and continues until the Project End Date, unless terminated earlier as provided in this Agreement. RGHI, in its sole discretion, may approve in writing any request by Grantee for a no-cost extension, including amending the Project End Date and adjusting any affected reporting requirements. Any requests for a no-cost extension to the Project End Date must be submitted in writing and received by RGHI no later than six (6) months prior to the Project End Date.
    2. Termination.
       1. RGHI may terminate this Agreement by giving a minimum of ninety (90) days’ written notice to Grantee, if: (i) RGHI is not reasonably satisfied with Grantee’s progress on the Project; (ii) there are significant changes to Grantee’s leadership (including, but not limited to, changes to the Principal Investigator and/or key personnel for the Project) or other factors that RGHI reasonably believes may threaten the Project’s success; or (iii) there is a change in Grantee’s tax or legal entity status.
       2. Either Party may terminate this Agreement upon written notice on the occurrence of any of the following events: (i) the other Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or (ii) the other Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or (iii) the other Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the other Party remains in breach on the expiry of twenty-eight (28) calendar days after receipt by it of written notice specifying the breach and the action reasonably required to remedy the same.
16. Return of Funds. Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement for any reason must be returned promptly to RGHI.
17. Monitoring, Review, and Audit. At any time during the term of this Agreement and within four (4) years after Grant funds have been fully expended, RGHI shall have the right to monitor and conduct an evaluation of Grantee’s operations, programs, and Grant expenditures. Such right shall include, but not be limited to, a visit by RGHI personnel (or a designee of RGHI) to observe the Project, discuss the Project with Grantee’s personnel, and review financial and other records and materials connected with the Project. Any such onsite visit or audit shall be conducted at RGHI’s expense, following prior written notice and upon a time agreed by both Parties.
18. Record Keeping. Grantee shall maintain complete and accurate accounting records and copies of any reports submitted to RGHI relating to the Project. Grantee shall retain such records and reports for four (4) years after Grant Funds have been fully spent. At RGHI’s request, Grantee shall make such records and reports available to enable RGHI to monitor and evaluate how Grant Funds have been used or committed.
19. Survival. A Party’s obligations under [Section 5 (Global Access Commitment and Intellectual Property), Section 6 (Compliance with RGHI Policies), Section 7 (Publication), Section 13 (Indemnification), Section 16 (Return of Funds), Section 17 (Monitoring, Review, and Audit), Section 18 (Record Keeping), this Section, Section 20 (Dispute Resolution), and the Reporting Requirements specified in Attachment A (Reporting and Payment Schedule)] of this Agreement shall 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.
20. Dispute Resolution.
    1. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New Jersey.
    2. Any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement, which the Parties shall be unable to resolve within sixty (60) days, shall be mediated in good faith. The Party raising such dispute shall promptly advise the other Party of such claim, dispute or controversy in writing which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each Party shall have selected for itself a representative who shall have the authority to bind such Party, and shall additionally have advised the other Party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the Party against whom the dispute shall be raised shall select a mediation firm in New Jersey and such representatives shall schedule a date with such firm for a mediation hearing not to exceed one (1) day in length, and less where applicable. The Parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the Parties have not been able to resolve the dispute within fifteen (15) business days after such mediation hearing, the Parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Courts of the State of New Jersey or United States District Court for New Jersey whose jurisdiction for such purposes RGHI and Grantee each hereby irrevocably consents and submits. Notwithstanding the foregoing, nothing in this clause shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.
21. General Provisions.
    1. 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 shall be effective unless in writing and signed by authorised representatives of both Parties.
    2. 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 and Signature Page, or as otherwise directed by the other Party. Any notice or other communication to be provided hereunder shall be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of pre-paid recorded delivery or registered post, two (2) days from the date of posting; (iii) in the case of registered airmail, five (5) days from the date of posting; and (iv) in the case of fax or email, at the time of transmission.
    3. 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 shall remain in effect.
    4. Assignment. Grantee may not assign, or transfer by operation of law or court order, any of Grantee’s rights or obligations under this Agreement without RGHI’s prior written approval. This Agreement shall bind and benefit any permitted successors and assigns.
    5. 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 shall be deemed an original and all of which when taken together shall constitute one agreement. Facsimile and electronic signatures shall be binding for all purposes.

**GRANT AGREEMENT**

***RGHI RIN: 2023-11-21 K. Levy***

**Attachment C**

**Project Description**

**Project Title:**

Title

**Project Summary:**

Laysummary

**GRANT AGREEMENT**

***RGHI RIN: DD-MM-YYYY PI Surname***

**Attachment D**

**Project Milestones and Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 1** | | | |
| Start Date | | DD/MM/YYYY | |
| End Date | | DD/MM/YYYY | |
| # | Description | Anticipated Date | Indicator |
| 1.1 |  |  |  |
| 1.2 |  |  |  |
| 1.3 |  |  |  |
| 1.4 |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 2** | | | |
| Start Date | | DD/MM/YYYY | |
| End Date | | DD/MM/YYYY | |
| # | Description | Anticipated Date | Indicator |
| 2.1 |  |  |  |
| 2.2 |  |  |  |
| 2.3 |  |  |  |
| 2.4 |  |  |  |
| 2.5 |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 3** | | | |
| Start Date | |  | |
| End Date | |  | |
| # | Description | Anticipated Date | Indicator |
| 3.1 |  |  |  |
| 3.2 |  |  |  |
| 3.3 |  |  |  |
| 3.4 |  |  |  |
| 3.5 |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 4** | | | |
| Start Date | |  | |
| End Date | |  | |
| # | Description | Anticipated Date | Indicator |
| 4.1 |  |  |  |
| 4.2 |  |  |  |
| 4.3 |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 5** | | | |
| Start Date | |  | |
| End Date | |  | |
| # | Description | Anticipated Date | Indicator |
| 5.1 |  |  |  |
| 5.2 |  |  |  |
| 5.3 |  |  |  |
| 5.4 |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 6** | | | |
| Start Date | |  | |
| End Date | |  | |
| # | Description | Anticipated Date | Indicator |
| 6.1 |  |  |  |
| 6.2 |  |  |  |

**GRANT AGREEMENT**

RGHI RIN: DD/MM/YYYY

**Attachment E**

**Approved Budget**

Attachment and/or screenshot of budget