

ALLIANCE HEALTHCARE FOUNDATION  
Sample i2 Grant Agreement

[Date]

[Grantee]

[Address]

Dear [**Grantee**]:

Alliance Healthcare Foundation, (the “Foundation” or “Grantor” or “AHF”) a Section 501(c)(3) private foundation, is pleased to inform you that it has approved a grant (the “Grant”) of one million dollars (\$1,000,000) to [●], a [●] authorized to do business in California (“Grantee”), for the purposes described below. This letter agreement (the “Agreement”) sets forth the terms and conditions governing the Grant.

1. Grant Purpose. The purpose of the Grant is to support the solution presented by Grantee as part of AHF’s 2021 Innovation Initiative (i2) Grant Challenge, attached as Exhibit 1 (the “Project”) in furtherance of improving health outcomes for low-income and systemically marginalized populations in San Diego and/or Imperial counties by closing gaps in health and wellbeing, which have been dramatically exacerbated by the COVID-19 pandemic (the “Charitable Purpose”). Grantee must use the Grant funds solely for the Project and in accordance with the terms of this Agreement. Grantee shall repay to Grantor any portion of the Grant funds that are not used for the Project and the permitted use of the Grant funds described in this Agreement.

2. Grant Term. The term of the Grant is from *[date]* to *[date]*.

3. Payment of Grant.

(a) Following receipt of a copy of this Agreement countersigned by Grantee, the Foundation shall make payment of the Grant to Grantee in installments pursuant to the Milestones and Distribution Schedule attached as Exhibit 2 and subject to the conditions described herein.

(b) Grantee acknowledges and agrees that the Foundation’s disbursement of each installment of Grant funds under this Agreement is contingent upon Grantee achieving each of the Milestones, as set forth in Exhibit 2, to the reasonable satisfaction of the Foundation.

(c) AHF acknowledges and agrees that Grantee may seek additional funding for the Project beyond that coming from the present Agreement.

4. Use of Grant Funds.

(a) All Grant funds must be expended solely for the Project, which is a charitable purpose within the meaning of section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (“Code”).

(b) The Grant funds shall not be used for any of the following purposes:

(i) to carry on propaganda, or otherwise to attempt to influence legislation within the meaning of section 4945(d)(1) of the Code;

(ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4945(d)(2) of the Code;

(iii) to make any grants to individuals or to other organizations which do not comply with the requirements of section 4945(d)(3) or (4) of the Code; or

(iv) to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Code.

5. Reports.

(a) Grantee shall provide quarterly narrative and financial reports on the use of Grant funds, including any interest earned thereon, to the Foundation for the taxable year in which the Grant is made and all subsequent periods until the Grant funds have been expended in full. Each report shall include a narrative description of the use of Grant funds and the progress made by the Grantee toward achieving the milestones and purposes of the Grant. Each report shall also include a detailed financial report of Grantee's expenditures made with Grant funds. Such financial report shall be attested by a responsible officer of Grantee and shall include a certification that Grantee has complied with the terms and conditions of this Agreement. Grantee shall provide an annual summary report within 90 days after the end of Grantee's annual accounting period, beginning with the accounting period within which it received the Grant and all subsequent periods until the Grant funds are expended in full or the Grant is otherwise terminated.

(b) Grantee shall provide a final cumulative narrative and financial report for the Grant within 90 days after the end of Grantee's annual accounting period during which all Grant funds have been expended. The final report shall be attested by a responsible officer of Grantee and shall include a certification that Grantee has complied with the terms and conditions of this Agreement.

(c) Grantee shall provide any additional reports that the Foundation may require in order to establish to the Foundation's satisfaction that Grantee has achieved each Milestone or to satisfy its expenditure responsibility requirements under section 4945(h) of the Code.

6. Separate Fund for Charitable Purposes. Unless Grantee is recognized as tax-exempt under section 501(c)(3) of the Code, Grantee shall maintain all Grant funds in a separate fund dedicated to charitable purposes as described in section 170(c)(2)(B) of the Code.

7. Records and Review. Grantee shall maintain records of receipts and expenditures under the Grant, as well as copies of reports submitted to the Foundation, for no less than four years following completion of the Grant reporting period. Grantee's books and records shall be available for the Foundation's inspection at reasonable times during the reporting period and for four years thereafter.

8. Acknowledgment in Publication/Publicity. Grantee agrees that it will not use the name, trade name, trademark, or other designation of Grantor in any promotion, advertisement, press release, publication or other form of communication about the Project or otherwise without prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall provide Grantor with copies of any publication funded by this Grant and shall acknowledge Grantor's support in the beginning of any publication (including film and electronic publications) referring to or resulting from this Grant, subject to the aforementioned approval of Grantor. The Foundation may include information on this Grant in its public reports and may make the Grant public at any time on its web page and as part of press releases, public reports, speeches, newsletters and other public document, and to the extent required by applicable law or regulation.

9. Work Product and Intellectual Property.

(a) Except as the parties may otherwise agree in writing, the parties acknowledge that all work product created by or on behalf of Grantee (including by its employees, agents, and third-party contractors/consultants) under this Agreement, including but not limited to any and all research, studies, reports, results, papers, notes, recordings (video and/or sound), messages, databases, analyses, surveys and questionnaires, in any and all media now known or hereafter developed, and all intellectual property related to any of the foregoing (collectively, "Work Product"), shall be owned by Grantee. Grantee hereby grants to Grantor the non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and license to use, copy, distribute, modify, and create derivative works based on the Work Product ("Grantor Works") for educational, academic, research, and other charitable purposes; provided however, that Grantor will not publicly distribute any Work Product or Grantor Works without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

(b) Grantee shall not do any of the following without expressly reserving the license rights granted to Grantor in Section 9(a) above: (i) sell, assign, transfer, grant any security interest in, or otherwise encumber or dispose of any Work Product; or (ii) grant any license to any Work Product or sublicense to any Work Product. Grantee shall promptly notify Grantor of any of the foregoing (other than non-exclusive licenses granted in the ordinary course of business).

(c) Grantee shall take all actions necessary to prosecute and maintain the ownership, validity, and enforceability of all intellectual property registrations of, and take and maintain reasonable measures to protect the confidentiality and value of any trade secrets or other nonpublic intellectual property included in, the Work Product, as applicable.

10. Grantee Representations. Grantee represents and warrants that:

(a) It is duly organized, validly existing and in good standing as a corporation under the laws and regulations of its jurisdiction of incorporation.

(b) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. Grantee is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the obligations required under, this Agreement.

(c) It holds all licenses, franchises, permits and authorizations necessary for the lawful conduct of its business under all applicable laws or orders of any federal, state or local governmental authority. Grantee's operating license(s) have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

(d) It is not a party to any, and there are no pending or, to the best of its knowledge, threatened, threatened, legal, administrative, arbitration or other proceedings, claims, actions or governmental investigations or inquiries of any nature (i) against Grantee (ii) to which the assets and properties of Grantee are subject, (iii) challenging the validity or propriety of any of the transactions contemplated by this Agreement, or (iv) that could materially adversely affect the ability of Grantee to perform its obligations under this Agreement.

(e) It will comply with all relevant laws and regulations applicable to its conduct and performance under this Agreement.

(f) It will perform, and cause its employees and agents to perform, all obligations under this Agreement (i) in a professional manner, (ii) using personnel with the requisite skill, experience and qualifications, and (iii) devoting adequate resources to meet its obligations under this Agreement.

11. Change in Status Notice. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for the Project.

12. Termination. If Grantee breaches the terms of this Agreement, or if Grantee's conduct of the Project jeopardizes the Grantor's legal or tax status, Grantor may withhold, withdraw, or demand immediate return of any or all unused Grant funds and/or suspend or terminate this Agreement. All remedies provided for in this Agreement are cumulative and are in addition to any other rights and remedies available to the Grantor under any law. The exercise of any right or remedy by the Grantor shall not constitute a cure or waiver of any breach of this Agreement. If the Grantor suspends or terminates this Agreement, the rights and remedies available to the Grantor shall survive the suspension or termination.

13. Indemnification. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the Grant, in expending or applying the funds furnished pursuant to the Grant or in carrying out the program or project to be funded or financed by the Grant.

14. Anti-Terrorism. Grantee certifies that it does not promote or support terrorist activities and does not employ or deal with any entities or individuals on the Executive Order Annex List or other lists published by the U.S. Department of State or the U.S. Department of Treasury (information about these lists may be obtained at [www.ustreas.gov](http://www.ustreas.gov) and [www.state.gov](http://www.state.gov)). The Parties agree that the Grantor has not earmarked the Grant funds for any specific organizations

or individuals, and that Grantee has complete control and discretion over the of Grant funds to carry out the purpose of the Grant in accordance with the terms of this Agreement.

15. No Agency or Partnership. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Foundation. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

16. Assignment. Grantee may not assign this Agreement nor any right, interest or obligation hereunder without AHF's prior written consent, and any attempt to do so will be void, except for assignments and transfers by operation of law. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

17. Miscellaneous.

(a) This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

(b) No delay or omission by the Grantor in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Grantor on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

(c) The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

(d) In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(e) This Agreement shall be governed by and construed in accordance with the laws of California.

If the terms and conditions of this Grant as set forth above are acceptable, please signify your approval by having an officer or director of Grantee sign the Agreement in the space indicated below and returning it to the undersigned.

On behalf of AHF, we extend our very best wishes to Grantee for much success in carrying out your Project.

Sincerely,

Alliance Healthcare Foundation

Date: \_\_\_\_\_

\_\_\_\_\_  
Sarah Lyman, Executive Director

Accepted and approved on behalf of *[Grantee]*:

\_\_\_\_\_  
*[Name, Title]*

Date: \_\_\_\_\_

SAMPLE

**Exhibit 1: Project Description**

*[Project Description from 2022 i2 Grant Challenge]*

SAMPLE

**Exhibit 2: Milestones and Payment Schedule**

Payment of each grant distribution is subject to the terms of this Agreement and the Milestone requirements outlined in this Exhibit 2. Achievement of each Milestone must be to the reasonable satisfaction of the Foundation.<sup>1</sup>

	<b>Grant Distribution Amount</b>	<b>Due Date</b>
Tranche 1		Upon execution of Agreement
Tranche 2		Upon achievement of Milestones to be completed with Tranche 1 Funding
Tranche 3		Upon achievement of Milestones to be completed with Tranche 2 Funding
Tranche 4		Upon achievement of Milestones to be completed with Tranche 3 Funding
Total		

Milestones to be completed with Tranche 1 Funding		
1		
2		
3		
4		
5		
6		

Milestones to be completed with Tranche 2 Funding		
1		
2		
3		
4		
5		
6		

Milestones to be completed with Tranche 3 Funding		
1		
2		
3		
4		
5		
6		

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<sup>1</sup> The specific number of tranches in which the grant funds will be distributed and the number of milestones required for each distribution will depend on the Grantee’s project.