**THE PEW CHARITABLE TRUSTS**

**Grant Agreement Terms and Conditions**

This Agreement is between Grantee, an agency of the state [or commonwealth] of [state], and The Pew Charitable Trusts (Pew), a Pennsylvania not-for-profit corporation, recognized as exempt from income tax as a publicly supported charitable organization described under Section 501(c)(3) of the Code. The Grant, including any interest earned thereon, may be used only for the purpose(s) stated in this Agreement. The effective date of this Agreement is [EFFECTIVE DATE] (Effective Date), and it shall terminate on [TERMINATION DATE] (Termination Date).

Workplan. The attached workplan (Workplan) describes the project funded under this Grant, including the activities, deliverables, time frame, budget, and payment schedule. Together, these Terms and Conditions and the Workplan shall constitute the Agreement.

Reports. All narrative and financial reports must contain the contract ID number and be submitted electronically to PewPortal@pewtrusts.org. All other reports and correspondence should include the contract identification number and be directed to acohen@pewtrusts.org.

Expense Restrictions. Use of the Grant funds is restricted to the cost of the mailings themselves (including postage) and any applicable sales taxes; staff time, labor, or other expenses are not covered by this Grant.

Unexpended Funds. Any portion of the payments made under this Agreement not expended at the completion of the term must be returned to Pew with a final report.

Additional Funds. Pew, in its sole discretion, may allocate to the Grantee additional funds of up to five (5) to ten (10) percent of the total Grant award. Pew's decision to allocate additional funds will be based on the estimate submitted with the completed grant application.

Intellectual Property. Work product consists of the deliverables and other materials, including drafts thereof, prepared by Grantee to carry out the project funded under this Agreement (Work Product). Grantee represents and warrants to Pew that the Work Product is the original Work Product of Grantee or of subcontractors or subgrantees, if any, and that it does not infringe any third party's intellectual property rights. Grantee hereby grants to Pew, and agrees to obtain from any subcontractors or subgrantees, a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, and sublicensable license for noncommercial purposes to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from, and otherwise disseminate, in whole or in part, any or all of the Work Product. This Section shall survive the termination of this Agreement.

Publicity. Prior to public release, all materials acknowledging Pew's support that are produced by the Grantee will be approved by Pew to ensure accuracy and consistency of message, including in public statements, reports, and other print and online publications. Grantee does not serve as a spokesperson for Pew in the media. Any public materials developed by the Grantee that reference or quote Pew also will be reviewed by and coordinated with Pew. This process will be facilitated by designated Pew communications staff.

No Campaign Intervention or Lobbying. No payments under this Agreement may be used (i) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office or (ii) to carry on any lobbying activities within the meaning of Section 501(c)(3) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act (“LDA”). Grantee represents that it is not established, financed, maintained, or controlled by a “covered official” under the LDA.

Replacement of Personnel. The replacement of Grantee's project staff and/or key personnel would be a material deviation from this Agreement and, thus, cause for termination. Accordingly, the Grantee agrees to provide Pew with written notification two weeks before replacing such project staff and/or key personnel, provided, however, that where immediate termination is clearly necessary to protect the interests of the project, the Grantee need only provide Pew with such notice both as soon as possible and before selecting a replacement.

Subcontractors and Subgrantees. Grantee agrees that, if it engages subcontractors or subgrantees (Subcontractor) to help carry out the project funded by this Grant, it shall use its best efforts to ensure that such Subcontractors are bound by this Agreement. At a minimum, Grantee shall notify Subcontractor in writing of the following requirements: (a) Subcontractor is prohibited from using names, logos, or other marks owned by or associated with Pew for any purpose without Pew's prior written consent; (b) if applicable, Subcontractor shall grant Pew a license to any Work Product it creates (as set forth in “Intellectual Property” above); (c) Subcontractor shall comply with all applicable laws in the performance of the work related to this Grant; (d) Subcontractor shall comply with Pew's “No Campaign Intervention or Lobbying” clause; and (e) Subcontractor shall not disclose or use information about Pew for purposes other than performing the work related to this Grant.

Compliance With Laws. Grantee agrees that it and any agents shall comply with all applicable federal, state, and local laws, regulations, and rules and, upon request, shall provide Pew with documentation of such compliance.

Grantee Status. Grantee represents that it is tax-exempt under federal law.

Evaluation. All activities conducted hereunder are subject to Pew's review and acceptance to confirm that funds are being spent in accordance with this Agreement and Section 501(c)(3) of the Code. At its own expense, Pew may monitor and conduct an evaluation of operations under this Agreement.

Grantee's Records. Grantee will keep systematic records of all expenditures relating to this Grant. These records, including bills, invoices, canceled checks, and receipts, will be retained by Grantee for five years after the Termination Date and will be available for Pew's inspection during that period. Pew may, at its own expense, examine or audit Grantee's records related to activities supported by this Grant.

Independent Parties. Grantee and its employees, agents, and representatives are independent parties and are not Pew employees or agents.

Indemnification. Grantee shall indemnify, defend, and hold harmless Pew and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

Governing Law. The state and federal courts in Philadelphia, Pennsylvania, will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts. The laws of the Commonwealth of Pennsylvania shall apply to any such disputes without regard to any conflict of law principles.

Termination and Postponement.

1. Pew may, in its sole discretion, terminate, postpone, or cancel any or all Grant payments if: (1) Grantee fails to complete and/or make satisfactory progress toward the Grant's purpose(s) or submit timely reports; (2) Grantee's application or any required report is inaccurate in any material respect; (3) Grantee substantially fails to perform any of its duties required by the terms of this Agreement; or (4) Grantee has a substantial unexpended balance of Grant funds on hand.
2. Grantee agrees to give immediate written notice to Pew and, upon demand, repay all portions of the Agreement funds paid by Pew that are within Grantee's control, and Pew may terminate this Agreement immediately, including all unpaid amounts, if Grantee ceases to be exempt from federal income tax for any reason or Grantee violates any applicable laws.
3. All notices under this Section shall be in writing and shall be delivered personally or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

 If to Grantee: [STATE CONTACT NAME]

[STATE CONTACT TITLE]

[GRANTEE NAME]

[GRANTEE STREET ADDRESS]

[GRANTEE CITY, STATE & ZIP CODE]

 [GRANTEE PHONE]

 [GRANTEE E-MAIL]

 If to Pew: Susan K. Urahn

Executive Vice President

The Pew Charitable Trusts

901 E St. NW, 10th Floor

Washington, DC 20004

202-552-2124

 surahn@pewtrusts.org

 With a copy to: James G. McMillan

 Senior Vice President, General Counsel, and Corporate Secretary

 The Pew Charitable Trusts

 901 E St. NW, 10th Floor

 Washington, DC 20004

 202.540.6885

 jmcmillan@pewtrusts.org

Assignment. Grantee will directly administer the project or program being supported by this Agreement. Notwithstanding any provision in this Agreement to the contrary, Pew may, upon giving notice to Grantee, assign all or any part of its right, title, and interest in this Agreement. Grantee may not assign this Agreement, in whole or in part, without Pew's prior written consent.

No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

Complete Agreement. This Agreement, including all attachments (which are incorporated by reference herein), is the parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. No change to this Agreement will be effective unless signed by both parties.

Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

Grantee's Authority. Grantee represents and warrants that (a) it has the corporate, statutory, or other power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

For: **THE PEW CHARITABLE TRUSTS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Rebecca W. Rimel

President and Chief Executive Officer

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

For: **[GRANTEE NAME]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Report and Payment Schedule**

|  |  |  |
| --- | --- | --- |
| ***Data delivery*** | ***Financial report*** | ***Payment*** |
| **Due date** | **Due date** | **Schedule** |
|  |  | $x by Aug. 22, 2016  |
| By Dec. 15, 2016 | By Dec. 15, 2016 | Refund to Pew due by Dec. 15, 2016 |

**APPROVED BUDGET**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| BUDGET | H |  |  | TOTAL |  |
| Mailings: |  |  |  |  |  |
| Pew contribution | E |  |  |  | 0 |
| State contribution | E |  |  |  | 0 |
| TOTAL |  |  |  |  | 0 |

Financial Reporting Requirements

When you log on to the Pew EZ Link On-line Reporting System (www.pewremote.org) to submit the required Financial Reports electronically, you will be asked to provide the information requested below. If you have any questions about submitting Financial Reports or the required format, contact the grant programs specialist listed in the Agreement.

When submitting the Financial Report, please complete:

Column (2) - Cumulative actual revenues

Column (4) - Cumulative actual expenses

Column (6) - Cumulative expenses of the Trusts' funds.

 Expenses of the Trusts' funds are not to exceed

 the amounts specified in the Approved Budget.

 Do not fill in column (5).

Financial Reporting Requirements

When you log on to the Pew EZ Link On-line Reporting System (www.pewremote.org) to submit the required Financial Reports electronically, you will be asked to provide the information requested below. If you have any questions about submitting Financial Reports or the required format, contact the grant programs specialist listed in the Agreement.

When submitting the Financial Report, please complete:

Column (2) - Cumulative actual revenues

Column (4) - Cumulative actual expenses

Column (6) - Cumulative expenses of the Trusts' funds. Expenses

 of the Trusts' funds are not to exceed the amounts specified

 in the Trusts-Approved Expenses budget (column 5).

Financial Reporting Requirements

The approved budget for your organization's grant is detailed on the next page. When submitting financial reports at the intervals established in your grant agreement ("Agreement"), please use the Financial Report Form(s), which are attached. Failure to receive these reports by the dates listed in your Agreement will delay the scheduled grant payments.

Please follow the specific reporting requirements noted below in completing the Financial Report Form(s):

Column (1) - Total revenues from Approved Budget

Column (2) - Cumulative actual revenues

Column (3) - Total expenses from Approved Budget

Column (4) - Cumulative actual expenses

Lobbying Reporting Requirements

When submitting the Lobbying reports, please use the Lobbying Report Form(s), which are attached.

When submitted this Report, please complete:

Column (2) - Actual PCT-funded Lobbying expenses for the reporting period.

Comments 1.- Narrative description of Lobbying activities undertaken for the reporting period.

Lobbying Report Form

The Financial Report can be completed online. Contact the program financial specialist listed in the Agreement for information.

The Financial Report can be completed online. Contact the program financial specialist listed in the Agreement for information.

**FINANCIAL REPORT FORM**

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

Prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preparer's phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of mailing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost per piece: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of mailings sent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Total cost of mailing | State contribution | Pew contribution | Amount of Pew funds remaining |
| $ | $ | $ | $ |

In addition, please provide a copy of the receipt you received from the mail vendor.

**Contact the Grant Programs Specialist identified above for additional guidance and information.**