

Please review this Agreement with your institution before submitting a grant proposal. No changes will be accepted subject to a change in applicable law in Article XIV Jurisdiction upon a showing that the grantee institution is a state entity.

This sample Agreement is provided for reference only. It does NOT need to be completed at this time. The National Academy of Engineering (NAE) Frontiers of Engineering Program will complete the Agreement and forward to the appropriate contact at your institution if your proposal is selected.

The Grainger Foundation Frontiers of Engineering Grant Agreement
Purchase Order: _____

This grant is entered into by and between the **National Academy of Sciences (acting on behalf of the NAE)**, the Grantor (hereinafter called the "Academy") and _____ (hereinafter called the "Grantee").

Grant Cover Page

Grant Number:

Funding Source: National Academy of Engineering Frontiers of Engineering Program based on funding from The Grainger Foundation)

Grantee Name and Address:

Checks Payable To (name and FedEx address):

Principal Investigator:

Project Administrator (name, telephone, email):

Title of Project:

Effective Date:

Expiration Date:

Grant Amount:

NAS Grants Officer: Kevin R. Hale, Director, Purchasing & Corporate Insurance

NAE Program Specialist: Janet Hunziker, Program Director, Frontiers of Engineering

Order of Precedence:

In the event of any inconsistency among the provisions of this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) the agreement; (b) the Grant Cover Page; and (c) the grant application and any other document incorporated in the agreement by reference.

ARTICLE 1 – DEFINITIONS

Academy shall mean the National Academy of Sciences, Washington, D.C., including its operating arm, The National Research Council (NRC). The National Academy of Sciences is a private tax exempt organization chartered by an Act of Congress, which includes under its charter, the National Academy of Engineering, Institute of Medicine, and National Research Council.

Authorized signer means a person with authority to enter into, administer and/or terminate grants and make related determinations and findings.

Grantee shall mean the organization identified as such on the cover page of this agreement.

NAS Grant Officer shall mean the Academy's Director, Purchasing and Corporate Insurance, or a designated and authorized representative.

NAS Program Specialist shall mean the individual identified on the cover page of this agreement or a designated representative.

ARTICLE II – AGREEMENT

The grantee shall furnish all necessary material, facilities, equipment and qualified personnel to perform the services described in the Grantee's proposal dated _____, incorporated herein by reference. The Grantee may modify the plan and procedures for the purpose of more effective completion of the work hereunder, provided such modified plans and procedures are consistent with the Grantee's proposal. Grantee must notify the Academy of any material modifications to the approved research. Any material modifications must be approved in advance by the Academy in writing.

ARTICLE III – TERM OF THE AGREEMENT

The effective date and completion date of this *agreement* is set out on the Grant Cover Page.

ARTICLE IV – GRANT EXTENSIONS

All requests to extend the term of agreement must be submitted in writing to the NAE Program Specialist, with a copy to the NAS Grants Officer no less than 30 days prior to the completion of the grant. The grant cannot be extended beyond May 31, 2018.

ARTICLE V – REPORTS AND DELIVERABLES

Grant recipients must submit a short written report (between 1-5 pages) within 60 days after the grant Expiration Date. The report should include a discussion of the accomplishments achieved under the grant, list of publications (if any) supported by the grant, as well as how this has contributed to interdisciplinary research or technical work. A final report of expenditures, with the refund of any unexpended balance, must also be submitted within 60 days of the grant Expiration Date. All reports should be sent to the National Academy of Engineering Frontiers of Engineering Program, 500 Fifth Street, NW, Keck 1040, Washington, DC 20001.

ARTICLE VI – PRINCIPAL INVESTIGATOR

The Grantee's performance of the subject work under this grant shall be under the technical direction of the individual identified as Principal Investigator on the cover page of the grant agreement and in the Grantee's proposal relating to said work.

ARTICLE VII – GRANT AMOUNT AND PAYMENTS

Funds in the amount of \$ 30,000 are allocated to this grant agreement, which will be paid in one payment approximately 3 weeks after the grant Effective Date.

The Grantee may charge to the grant only allowable costs resulting from obligations incurred during the term of the grant agreement. No more than 20% of the grant funds may be spent on overhead (up to \$6,000).

ARTICLE VIII – TERMINATION

Award may be terminated in whole or part only if the following apply:

1. If the Grantee materially fails to comply with the terms and conditions of an award, or
2. If the Academy and the Grantee agree in writing upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

ARTICLE IX – PUBLICATION

Any papers, books, articles, or other publications resulting from research supported in whole or in part by the grant shall include a suitable acknowledgement reflecting the National Academy of Engineering Frontiers of Engineering Program and The Grainger Foundation contribution to the work. Two (2) copies of all such publications should be sent to the National Academy of Engineering Frontiers of Engineering Program, 500 Fifth Street, NW, Keck 1040, Washington, DC 20001.

ARTICLE X – CONTROL OF RESEARCH

The Grantee agrees to assume the sole responsibility for the research activities conducted using grant funds. The National Academy of Sciences, The National Academy of Engineering Frontiers of Engineering Program, The Grainger Foundation, and each of their officers, directors, and agents shall not be responsible for any claims, damages, or liability arising out of Grantee's research activities performed using grant funds.

ARTICLE XI – RECORDS AND AUDIT REQUIREMENTS

The Grantee shall retain financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three years after the conclusion of this award. The Grantee agrees to give the Academy or its authorized representatives access to these records and other pertinent books, documents, papers or other records upon reasonable request. Grant closeout does not alter these requirements.

Institutions of higher education and other non-profit recipients are required to meet audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

ARTICLE XII – SUBGRANTING AND ASSIGNMENTS

No portion of this grant may be subgranted, assigned, or otherwise disposed of, except for subcontracts specifically included in the Grantee's proposal (such as with a collaborator's lab).

ARTICLE XIII - DISPUTES

The parties shall attempt to resolve any disputes arising out of or related to the grant award by mutual agreement. The parties agree that any disputes that are not so resolved shall first be subject to resolution by the President of the Academy.

ARTICLE XIV – JURISDICTION

This grant is to be construed under the laws of the District of Columbia. The sole venue for any disputes arising out of this agreement shall be the District of Columbia.

**ACCEPTED FOR:
(GRANTEE NAME)**

Signature _____

Name _____

Title _____

Date _____

**NATIONAL ACADEMY OF
SCIENCES**

Signature _____

Name _____

Title _____

Date _____