



AAUP FOUNDATION GRANT AGREEMENT

Date of Agreement:

Grantee: (hereinafter “Grantee”)

Purpose of Grant:

Award Date:

Grant Period:

This Grant is awarded to the Grantee by the AAUP Foundation (“Grantor”) subject to the terms and conditions contained herein.

WHEREAS, Grantor confirms that it is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code (“Code”) whose charitable purposes include establishing and supporting principles of academic freedom and the quality of higher education in a free and democratic society; and

WHEREAS, Grantee confirms that it is either an individual or organization that is currently tax-exempt under section 501(c) of the Code; and

WHEREAS, Grantee plans to conduct a project that Grantor has determined would further its charitable purposes;

NOW, THEREFORE, the parties agree as follows:

Grant Funds: This grant must be used for the project described in Grantee’s funding proposal and may not be expended for any other purposes without Grantor’s prior written approval. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will maintain control over the grant; however, Grantor reserves the right to exercise oversight, in its sole and reasonable discretion, with respect to Grantee’s use of the grant funds.

Use of Funds: Grantee shall not use grant funds to engage in any activity that is not consistent with Grantor’s status as a nonprofit public charity qualified to receive tax-deductible contributions and exempt under section 501(c)(3) of the Code. In particular, Grantee may not use any grant funds to intervene in any election on behalf of or in opposition to any candidate for public office. Further, no funds provided under this agreement may be used for direct or grassroots lobbying as the terms are used in Code sections 501(h) and 4911 and the associated regulations.

Reversion of Grant Funds: Grantee shall return to Grantor any unexpended funds at the close of the grant period. Funds also shall be promptly returned if Grantor determines that Grantee has not performed its obligations in accordance with the terms of this Grant Agreement.

Reports and Recordkeeping: Grantee shall provide quarterly progress reports to the Grantor, as well as a final report at the end of the funded project. Such reports should include the following information:

- A summary of receipts and expenditures. Each report shall provide an itemized statement of costs incurred by Grantee in performance of this agreement. Reports on other functions performed under this agreement shall be submitted from time to time and in a form satisfactory to Grantor.
- A description of work conducted by Grantee during the period in pursuit of the general objectives set forth in the grant proposal.
- A description and explanation of any changes in the nature, methodology, and/or objectives of the activities as presented in the initial funding proposal.

Grantee shall keep all records satisfactory to Grantor related to performance of this agreement. Upon request of Grantor, Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this agreement available to Grantor or its designated representatives, auditors, or legal counsel throughout the term of this agreement and for four years thereafter.

Modification: Grantor reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the Grantor's sole and reasonable discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this Grant Agreement; (2) to protect the purpose and objectives of the grant; or (3) to comply with any law or regulation applicable to the Grantee, to the Grantor, or this grant.

General Provisions:

Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior written or oral representations, agreements and understandings between the parties.

Amendment. This Agreement may be amended at any time, only by the written agreement of the parties.

Severability. The provisions of this Agreement are severable, and if any provisions are held to be illegal, invalid, or unenforceable, such holding does not affect the legality, validity, or enforceability of any other provision.

Waiver. Waiver by any party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.

Headings and Sections. The subject headings used in this Agreement are included for purposes of reference and convenience only and may not affect the construction or interpretation of any of its provisions.

Governing Law. This Agreement is governed by the laws of the District of Columbia.

Scope and Effect of Agreement. No general agency, partnership or joint venture arrangement among the parties is intended. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

Assignment. This Agreement and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other.

Notices. All notices, requests, or other communications required under this Agreement must be in writing and become effective five days after mailing by first class mail, postage prepaid, addressed to the current President, Executive Director, Chair, or General Secretary of the party concerned, or immediately upon personal delivery.

Counterparts and Facsimile Transmission. The parties may execute this Agreement in any number of counterparts, including counterparts transmitted by facsimile of this Agreement, each of which so executed is deemed to be an original, and such counterparts together, upon delivery, constitute one and the same instrument.

The parties have caused this Grant Agreement to be executed by their duly authorized officers on (date).

For Grantee:

(Signature of Authorized Representative)

(Name and Title)

(Date)

For Grantor:

(Signature of Authorized Representative)

(Name and Title)

(Date)