**Grant Agreement**

This Grant Agreement is between The Board of Trustees of the University of Illinoi, a body corporate and politic of the State of Illinois, through the University of Illinois Urbana-Champaign, Sponsored Programs Administration (“UNIVERSITY”), and       (“GRANTEE”).

**Background and Authority**

GRANTEE is      .

UNIVERSITY seeks to      . UNIVERSITY has determined the grant will further the education, research, public service or economic development missions of UNIVERSITY.

**Terms**

**1. Grant Payment.** By this agreement, UNIVERSITY conveys to GRANTEE a grant of financial assistance in the amount of $      in support of GRANTEE’s  (“Program”). UNIVERSITY will pay GRANTEE the total grant funds upon signing this agreement, provided that GRANTEE has first returned a signed original of the agreement to UNIVERSITY, together with GRANTEE’s Federal Employer Identification Number (FEIN) or other identifying information documented in the manner required by UNIVERSITY.

 **2.** **Use of Grant Funds**. GRANTEE must: use the grant funds solely for the Program, which is described in **Attachment 1**; and hold grant funds in an interest-bearing account, with all interest earned on grant funds becoming part of the grant principal. GRANTEE shall not: use the grant funds for lobbying, to carry on propaganda, otherwise attempt to influence legislation or to influence the outcome of any public election, or to carry on, directly or indirectly, any voter registration drive; or pay any subcontractor or subgrantee with grant funds, unless UNIVERSITY approves the payment in advance.

**3. Reports.** GRANTEE shall submit to UNIVERSITY a report      . Where grant funds exceed $25,000, GRANTEE must submit to UNIVERSITY quarterly reports describing the Program’s progress and expenditures of grant funds.

**4. Term/Termination.**

**4.1. Term.** This agreement is effective on the date of last signature and expires on      . No later than 45 days after expiration or termination of this agreement, GRANTEE must return to UNIVERSITY all unobligated grant funds, including accrued interest. No grant funds will be available for expenditure for more than two years.

**4.2. Immediate Termination**. UNIVERSITY may terminate this agreement immediately and without notice for any of the following reasons: (a) material breach; (b) GRANTEE entering into an arrangement for satisfaction of creditors, receivership, or bankruptcy, either voluntarily or involuntarily; or (c) GRANTEE ceases to exist as a legal entity. GRANTEE will refund to UNIVERSITY all grant funds, including accrued interest, paid if termination is due to material breach.

**4.3. Termination without Cause.** Either party may terminate this agreement by giving notice of its intention to terminate at least 30 days in advance of the intended effective date of termination. GRANTEE will refund to UNIVERSITY the unexpended grant funds if GRANTEE terminates this agreement before it expires.

**4.4. Non-Appropriation of Funds**. GRANTEE acknowledges that the source of funds for this agreement is the State of Illinois and that UNIVERSITY may terminate this agreement immediately at any time during the term, without penalty or further payment obligation, if UNIVERSITY receives notice or information that the State funding source may fail to appropriate or otherwise make available funds for the agreement.

**5. General Terms**

**5.1. Compliance**.GRANTEE shall comply with all applicable laws in conducting the Program.

**5.2. Records Retention and Audit.** GRANTEE shall maintain adequate books and records to verify proper use of grant funds for a minimum of three years after expiration of this agreement. GRANTEE shall make available to UNIVERSITY and its representatives for review and audit all such books and records during the retention period. GRANTEE shall cooperate fully with any audit conducted by UNIVERSITY. UNIVERSITY may recover all misspent or improperly held grant funds in accordance with Illinois law.

**5.3. Liability.** UNIVERSITY is not liable for any actions of GRANTEE, including GRANTEE’s use of grant funds.

**5.4. Anti-Terrorist Financing Compliance**. GRANTEE certifies its compliance with all laws restricting or prohibiting engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. GRANTEE shall promptly notify UNIVERSITY of any change in circumstances pertaining to this certification occurring during performance of the Project.

**5.5. Certification.** GRANTEE certifies that all information in this agreement and the grant application are true and correct to the best of GRANTEE’s knowledge, information and belief and that the grant funds shall be used only for the purposes described in this agreement.

**5.6. Force Majeure.** Each party will be excused from performance of the agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

**5.7. Relationship of the Parties**. The parties are independent contractors with respect to each other. This agreement does not create an agency, employment, partnership, or joint venture relationship between the parties.

**5.8. Use of Name.** A party shall not use the name of the other party in any form of advertising or publicity without the express written permission of the other party. GRANTEE shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; Email publicaffairs@illinois.edu.

**5.9. Severability.** If any provision of this agreement is held unenforceable, the provision shall be severed, and the remainder of this agreement will continue in full force and effect.

**5.10. Merger.** This agreement with all attachments constitutes the entire understanding of the parties concerning the subject matter of this agreement and supersedes all previous or contemporaneous communications, either verbal or written, between the parties and relating to the same. Purchase orders issued after this agreement do not amend or supplement the terms of this agreement but are issued as a payment mechanism only.

**5.11. Assignment.** Neither party may assign this agreement, in whole or in part, without the prior written approval of the other party.

**5.12. Amendments.** No modification of this agreement shall be effective unless made by a written amendment signed by each party’s authorized signatory.

**5.13. Governing Law and Jurisdiction.** This agreement is governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of laws provisions. Any claim against UNIVERSITY shall be made in the Illinois Court of Claims. Any dispute arising out of or related to this agreement shall be litigated in state court located within the State of Illinois. GRANTEE: (i) consents and submits to the jurisdiction of any state court located within Illinois; (ii) consents to delivery and service of process by means of the notice provisions established in this agreement; and (iii) shall not bring any action or claim against UNIVERSITY in any other jurisdiction.

**5.14. Export Control.** Each party acknowledges that performance of all obligations under this agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by GRANTEE that GRANTEE will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

**5.15. Waiver.** The failure of either party at any time to enforce any provisions of this agreement shall not constitute a waiver of that party’s right to later enforce the provision or all terms of the agreement.

**5.16. Counterparts.** The parties may sign this agreement in counterparts, which together constitute the agreement. Facsimile, copied, and electronic signatures, such as in a scanned PDF, constitute original signatures.

**5.17. Notices.** To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party’s representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

**University Representative** **GRANTEE**

Sponsored Programs Administration Name:

Director, Pre-Award Title:

Address: 1901 S. First Street, Suite A Address:
Champaign, IL 61820

Phone: 217-333-2187 Phone:

FAX: 217-239-6830 FAX:

E-mail: spa@illinois.edu E-mail:

**5.18. Representation of Signatories.** Each party represents that the individuals signing this agreement on its behalf are authorized signatories with power to bind the party to a contract.

**THE BOARD OF TRUSTEES GRANTEE:**

**OF THE UNIVERSITY OF ILLINOIS**

By: By:

Paul N. Ellinger, Interim Comptroller Title:

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

Signature of Comptroller Delegate

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Printed Name and Title of Delegate

Date:

Approved for legal form, Office of University Counsel, DS 04/2022