

Misk Grand Challenges Round 1

Rules & Guidelines

Proposals due by Wednesday, May 2, 2018 11:30 a.m. U.S. Pacific Daylight Time

I. Overview

Misk Grand Challenges aims to help young people change the world by empowering them to create fresh, innovative solutions to global challenges facing the next generation. Misk Grand Challenges is a collaboration between the Misk Foundation, a non-profit philanthropic foundation established by HRH Crown Prince Mohammad bin Salman to empower young people to succeed in the knowledge economy, and the Bill & Melinda Gates Foundation, which funds global health and development programs for the world's poorest people.

In the next three years, Misk Grand Challenges plans to launch new challenges every six months, offering 100 innovators across the world a grant of \$100,000 to develop their ingenious ideas into a concrete proof of concept. Key features of the Misk Grand Challenges initiative are:

- A two-page application.
- Rapid turnaround time. We select projects within approximately five months of the proposal submission.
- Blinded and champion-based review process. Reviewers with a track record in identifying innovative ideas select the proposals they find most pioneering without need for consensus.
- **Awards of \$100,000 USD** are made in **Phase I**. Phase I awardees have **one** opportunity to apply for a follow-on **Phase II award of up to \$1,000,000 USD**.

Tips for Applicants

- Your proposal must demonstrate an innovative approach that complies with all restrictions and guidelines for the topic to which you are applying. The Misk Grand Challenges only funds projects responsive to the topics included in each round as it has a number of other avenues of funding for the equally important research that is otherwise within currently accepted program paradigms.
- Proposals are sent to reviewers without personal or organizational information. **Do not include this information in the body of your proposal.** Proposals that include personal or organizational information in the body of the proposal may be automatically removed from consideration.
- In addition to subject matter experts, your proposal will be reviewed by a panel with broad expertise and a track record in identifying innovations – these reviewers may not be deep domain experts in your field. You must describe your idea in clear language without the use of jargon unique to your field.
- The work proposed in your application must include a clear set of key experiments or activities that test your idea in a way that could provide sufficient evidence to warrant funding. Proposals with vague descriptions or vague testing methodologies will not be funded.

II. Application Instructions

Schedule

Key dates and deadlines for Round 1

Key Dates	Event
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November 14, 2017	Application period opens
Wednesday, May 2, 2018, 11:30 a.m. US Pacific Standard Time	Application deadline
August 2018	Proposal review completed
September 2018	Selections completed and notifications sent no later than
November 2018	Awarded projects start date no later than

How to Apply

Changes to the Rules and Guidelines will be posted on the [Frequently Asked Questions](#) page of the Misk Grand Challenges website (<http://miskgrandchallenges.org>), including any changes to the dates listed above. Please read the current FAQ before submitting any questions or concerns.

Subject to the [Website Terms of Use and Privacy and Information Policy](#), the foundations may share information you provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders.

The Misk Grand Challenges initiative publishes topics and invites proposals two rounds a year. An applicant must submit under only one topic each round and may submit only one proposal. Submit your best idea. You may submit multiple ideas in partnership with collaborators, but an individual Principal Innovator may lead the submission of only one proposal each round. View the detailed topic descriptions and determine which topic best suits your idea. You must select a topic prior to submitting a proposal. You may change your topic and edit your proposal any time before the application deadline.

New users must create an account and submit proposals through our [online portal](#).

Application Format

We encourage you to use the provided application form, which can be downloaded at: [Application Form](#). You are required to submit either a Microsoft Word® or PDF document; no more than two pages in length. Please do not include a cover sheet with your proposal. A cover sheet will be automatically generated from your registration data.

The review and evaluation of your application are not based on your past history or institutional capabilities. **Describe your project without identifying personal or organizational information and do not refer to potential project partners by names or other identifying information. Proposals that do not adhere to these restrictions may be removed from consideration.**

Proposals for Round 1 must be submitted prior to the submission deadline of 11:30 a.m. Pacific Daylight Time on Wednesday, May 2, 2018.

During the application process you will be required to confirm that you have read and understand the [Website Terms of Use and Privacy and Information Policy](#) and these Rules and Guidelines, and acknowledge that any information that you provide to us (either orally or in writing) will be subject to and handled in accordance with such provisions.

Eligibility Criteria

Misk Grand Challenges is open to both foreign and domestic organizations, including non-profit organizations, for-profit companies, international organizations, government agencies, and academic institutions.

Upon registration, applicants must provide information about the tax status of their organization as different terms and conditions may apply. You should confirm your organization’s tax status with the appropriate person or group within your organization such as your grants or contracts department, finance, or office of sponsored research. Please select

the tax status that most closely reflects your current organization's status. The foundations may request additional information regarding your tax status and other organizational information. For information about tax statuses, you may check with your own advisors and refer to information provided on the Internal Revenue Service web site at: www.irs.gov.

Applicants planning to conduct project activities in India may be required to register with the Ministry of Home Affairs under the Foreign Contribution Regulation Act of 2010 (FCRA). As part of the foundations' diligence we may ask for a copy of your organization's registration under FCRA or a written certification that your organization is exempt from such registration requirements. Failure to comply with the requirements of FCRA may subject your organization to financial and/or criminal penalties. You should consult with your own advisors to determine whether FCRA applies to your organization or project.

III. Review Process

The review of proposals is a critical element of the Misk Grand Challenges- its goal is to filter and harness creative ideas. For each round, we advertise a set of challenges carefully defined to elicit innovative responses to critical barriers in global health and development.

Handling of Proposals

The foundations have put in place policies and procedures, exclusive to the Misk Grand Challenges, intended to restrict public dissemination of application materials. These policies and procedures include, when possible, having external reviewers sign confidentiality agreements and requiring that reviewers destroy or return to the foundation all copies of information acquired or created during the course of performing a review. In some instances, however, we are unable to put in place confidentiality agreements or to police the use of application materials.

The foundations also provide general descriptions of their grants on their web sites, in press releases, and in other marketing materials and are required by law to publish a list of grants. Subject to the Website Terms of Use and Privacy and Information Policy, the foundations may also share information you provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders.

Review of Proposals

Due to the large number of proposals anticipated, applicants with proposals that are not selected for award will receive a notification of decline without specific feedback. Nonetheless, applicants are encouraged to submit ideas in future rounds.

The review process for Phase I is executed in four steps:

1. The first step consists of screening submissions to evaluate whether proposals address the key needs described in the topic. We screen for responses that are completely unrelated or specifically excluded in the topic description. In addition, we exclude proposals considered incremental advances, responses similar to work in which the foundations are already investing, or avenues of inquiry we deem ill-suited to the Misk Grand Challenges. Applicants with proposals removed from consideration during the screening process will be notified that their proposals were declined but will not typically receive specific feedback.
2. In the second step, responsive proposals are reviewed. The reviews are chaired by a foundation program lead and are conducted by reviewers both outside and within the foundations. Reviewers are selected from the world's leading innovative minds and comprise both experts in the topic area and experts in complementary areas with a track record of innovation. (Not all reviewers have deep expertise in the topic; please consider this information when drafting your proposal.) Unlike most grants initiatives, individual reviewers are empowered to make funding decisions about a portion of the portfolio, without consensus on selections. Proposals are sent to reviewers without an applicant's personal or organizational information.

In order of importance, the criteria considered in these reviews are:

- **Topic Responsiveness** – How well does the proposal address a key need illustrated in the topic description?
 - **Innovative Approach** – Does the idea offer an unconventional, creative approach to the problem outlined in the topic?
 - **Execution Plan** – Is the work described feasible within the budget and time allocated for a Phase I project and, if successful would it have a clear need for further support?
3. The third step is the validation and final selection by an Executive Committee of the proposals selected by reviewers in the second step of the evaluation.
 4. The fourth and final step is a due diligence review to ensure that applicants are appropriate recipients of foundations' funds. While the first few steps of the review are largely blind to the institution and innovator, this due diligence review ensures that the innovator and institution have the basic capacity to receive the award (taking into consideration legal requirements to which the foundations are subject) and perform the work described. Innovators will be contacted as part of the due diligence review.

Management of Conflict of Interest

To identify and avert conflicts of interest among reviewers, reviewers will not be permitted to review proposals from organizations with which the reviewer has self-identified a conflict of interest.

IV. Key Elements of Misk Grand Challenges Phase I Agreements

Detailed sample provisions for each of the two Misk Grand Challenges Agreements, one for non-profit organizations and one for for-profit organizations, are included in the Appendix to these Rules and Guidelines. The provisions have been developed specifically for the GCE initiative and Misk Grand Challenges **and are not negotiable**. You are advised to ensure that your institution can accept the provisions of the relevant Agreement at the time of proposal submission. If your proposal is selected, you will have only a few weeks after notification of the award in which to have the appropriate institutional officer sign the Agreement and return it to the foundation.

1. Phase I projects have a term of 18 months beginning on the project start date. The amount awarded is up to \$100,000 USD.
2. Grant funds may not be used to reimburse expenses incurred prior to the project start date.
3. The applicant must return a fully executed agreement to the Bill & Melinda Gates Foundation no later than the date and time indicated by the Grants and Contracts Management team to receive a Misk Grand Challenges Phase I award. For non-profit grantees, funds will be disbursed upon the foundation's receipt of a fully executed agreement. Funds to for-profit entities will be disbursed in two payments of \$50,000. Upon receipt of a fully executed agreement, the foundation will disburse the first \$50,000. The foundation will disburse the second \$50,000 upon receipt of a report describing progress on the project and use of at least \$45,000 of the initial \$50,000 disbursement.
4. No awardee is permitted to make sub-grants, but all awardees will be permitted to contract for services, up to a maximum of \$49,999 USD. Please be aware that this limit applies to funds paid by an awardee to any other organization (or an individual employed at another organization) as a subcontractor, **including payments to co-PIs working at another organization**.
5. All awardees are entitled to purchase equipment, provided that the cost of each item is less than \$5,000 USD.
6. Phase I project funds may be used to cover the full direct costs of the project, but no awardee will be entitled to use funds to cover indirect costs. See the Sample Agreements for the definition of indirect costs.

7. For-profit non-US awardees are subject to restrictions on the amount of funds they may use for expenditures in the US (see sample agreement for for-profit organizations).
8. Project funds may not be used to enroll human subjects in any research project subject to Institution Review Board (IRB) or Independent Ethics Committee (IEC) approval until such approval has been obtained for each site.
9. Awardees must agree to conduct and manage the project and the products, services, processes, technologies, materials, software, data other innovations, and intellectual property resulting from the project (including modifications, improvements, and further developments to “Background Technology”) in a manner that ensures “Global Access.” See the Global Access Section of the Sample Agreements for more information about these obligations.
10. Awardees must agree to abide by the foundation’s Open Access Policy which requires all peer-reviewed published research, and underlying data sets resulting from foundation funded research to be immediately available upon publication. As noted in the Open Access Policy, the foundation is responsible for individual article processing charges and fees to the extent required to comply with the foundation’s Open Access Policy. These fees should not be included in project budgets. Open access management and fees will be managed via Chronos, a new service for foundation-funded research. Chronos simplifies and manages the process of publishing under the foundation’s Open Access Policy terms. Primary contacts will receive a Chronos account activation email 6 weeks after the agreement start date.

The Agreement and specific provisions that apply to a project depend on the tax status of the applicant. We strongly encourage you to share the Sample Agreements with the appropriate person or group within your organization such as your grants and contracts department, legal department, finance or office of sponsored research at the time you submit your proposal to ensure that your organization can agree to the relevant provisions.

V. Phase I Reporting

All Misk Grand Challenges awardees must prepare and submit a Final Financial and Scientific Report. Awardees must submit the report electronically by the date described in the Reporting section of the Sample Agreements. The report should be a cumulative, stand-alone document that describes the work performed with the project funds during the project term. The scientific section of the report must include any technical data gathered, models developed, and summary conclusions. The financial section of the report should include an account of the manner in which you spent the project funds.

VI. Phase II Misk Grand Challenges Awards

Phase II is an opportunity to provide additional support for projects that demonstrate innovative solutions towards the Misk Grand Challenges goals and are critical to its strategies. Phase I awardees have **one** opportunity to apply for Phase II funding of **up to \$1,000,000 USD with a grant term of up to two (2) years**.

Phase II projects are not subject to the same limitations as Phase I grants. Phase II grant terms follow standard grant-making practices at the foundation.

VII. Terms of Use, Privacy Notice and Information Security

This document and your application are subject to the Privacy Policy and Terms of Use .

VIII. Frequently Asked Questions

Answers to many application questions can be found on the [Frequently Asked Questions](http://miskgrandchallenges.org/) section of our website at: <http://miskgrandchallenges.org/>

IX. Inquiries

Please direct all questions about this initiative, selection criteria, or application instructions by e-mail to the following address: MiskGrandChallenges@misk.org.sa.

Appendix

I. Term of Offers

Misk Grand Challenges awards are conditioned upon the foundation's receipt of an executed agreement by the date indicated by the Grants and Contracts Management team in the email to which the Agreement is attached. Agreements received after the deadline may not be considered for funding. More information will be sent to those being considered for an award. The scheduled start date for all Round 1 Misk Grand Challenges Phase I projects is November 1, 2018.

II. Sample Agreement for Non-Profit Organizations (See below for Sample Agreement for For-Profit Organizations)

THIS AGREEMENT is between <>> (“<>>” or “*You*”) and the Bill & Melinda Gates Foundation (“*Foundation*”), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a “*Party*” and together as the “*Parties*.” As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign the Agreement.

GRANT AGREEMENT

GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You a one-time amount of \$100,000 USD.

PAYMENTS

The Foundation will disburse the grant funds to you via check or wire transfer within ten business days of receipt of the countersigned Agreement.

REPORTING

You will submit a final Financial and Scientific Report using the Foundation's template or form, which the Foundation will make available to You and which may be modified from time to time. You will submit Your final Financial and Scientific Report via email to the Program Coordinator no later than 45 days after the grant end date.

All questions regarding Your reporting obligations should be submitted electronically to the Misk Grand Challenges Program Coordinator at the email address listed above.

TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative (the, “*Project*”) in order to further the Charitable Purpose.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement (“*Grant Funds*”) for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. Together with the final report required under this Agreement, You must report investment activities and the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, “*Income*”). Any Income must be used for the Project.

For ER Grantees: SEGREGATION OF FUNDS

You must maintain Grant Funds in a physically separate bank account dedicated to the Project.

LIMITATIONS ON CAPITAL ASSETS

You may use the Grant Funds to purchase capital assets such as equipment so long as the assets are used exclusively for the Project during the term of the grant and the cost of any single capital item does not exceed \$5,000.

INDIRECT COSTS

Grant funds may not be used to pay any indirect costs. Indirect costs are defined as (1) overhead expenses incurred as a result of the Project, but that are not easily identifiable with the Project and (2) administrative expenses that are related to overall general operations and are shared among projects and/or functions. Examples of indirect costs include, but are not limited to, executive oversight, accounting, grants management, legal expenses, utilities, facility maintenance.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “*Funded Developments*” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “*Background Technology*” means any and all products, services, processes, technologies, materials, software, data, other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “*Global Access*” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

PUBLICATION

For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the charitable purpose of this Agreement. You will also use good faith efforts to ensure that Your subgrantees, subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

PUBLICATION IN PEER-REVIEWED JOURNALS

If You seek publication of Funded Developments in a peer-reviewed journal, such publication shall be under “open access” terms and conditions consistent with the Foundation’s Open Access Policy available at: <http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy>, which may be modified from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subcontractors to assist with the Project. The aggregate amount of Grant Funds paid to subcontractors may not exceed \$49,999. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subcontractor. You may not make subgrants under this Agreement.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) in or with or related to countries or territories against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION AND ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You may not use Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift, and ethics rules applicable to the Project.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards (“Requirements”). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation’s prior written approval and all necessary consents to disclose such information;
- b. children or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects; and/or
- c. any trial involving human subjects, You will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

***For Indian Grantees:* FCRA COMPLIANCE**

For an organization that has not yet registered under FCRA: If You are conducting Project activities in India, the Foundation will not make payments, and You may not incur expenses under this Agreement until the Foundation has received a copy of Your registration with the Ministry of Home Affairs under the Foreign Contribution (Regulation) Act (FCRA), 2010, or written evidence that You are exempt from such registration requirements. You must advise the Foundation immediately if there is any change in Your FCRA registration during the term of this Agreement.

For an organization that has registered under FCRA: The Foundation has verified with the Ministry of Home Affairs Your registration under the Foreign Contribution (Regulation) Act (FCRA), 2010, and/or received a copy of such registration

from You. You must advise the Foundation immediately if there is any change in Your FCRA registration during the term of this Agreement.

For an organization that is an Indian governmental entity exempt under FCRA: By signing this Agreement, You certify that You: (a) are not, as a result of this Agreement or otherwise, subject to the Foreign Contribution (Regulation) Act (FCRA), 2010; (b) understand that the Foundation is entering into this Agreement in reliance on this representation; and (c) understand that You would be subject to any financial and/or criminal penalties imposed for non-compliance with FCRA. You must advise the Foundation immediately if there is any change in FCRA's applicability to You in connection with Your activities under this Agreement or otherwise.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

INDEMNIFICATION

If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("Indemnified Activities"), You will indemnify, defend, and hold harmless the Foundation and its trustees, employees, and agents ("Indemnified Parties") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising out of or relating to the acts or omissions, actual or alleged, of You or Your employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. You agree that any activities by the Foundation in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Foundation's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Your indemnification obligations are limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Agreement will constitute an express or implied waiver of Your governmental and sovereign immunities, if any.

INSURANCE

You will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. You will ensure Your subgrantees and subcontractors maintain insurance coverage consistent with this section.

COLLABORATION

The Foundation expects that awardees pursuing similar grand challenges and overarching goals will communicate and collaborate on a periodic basis in achieving progress towards these solutions. The Foundation may identify to You the other entities with which You should consider collaboration.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures. The Foundation expects that grantees pursuing similar grand challenges and overarching goals will communicate and collaborate on a periodic basis in achieving progress towards these solutions. The Foundation may identify to You the other entities with which you should consider collaboration.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding the award of this grant; and (b) any other public use of the Foundation's name or mark. For any subsequent press releases or other public announcements directly related to the award of this grant, please email

Your request to Grantee Communications two weeks in advance to provide the Foundation an opportunity to review and comment.

PUBLICITY BY OTHERS

You and Your subcontractors, contingent workers, agents, or affiliates may not state or imply to third parties that the Foundation directly funds or otherwise endorses their activities.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds, plus any Income, that have not been used for, or committed to, the Project by the End Date, must be returned promptly to the Foundation.

For Indian Grantees: if FCRA Registration Required: Any Grant Funds, plus any Income, that have not been used for, or committed to, the Project by the End Date must be returned promptly to the Foundation to the extent consistent with applicable law. If applicable law does not permit such return, then You must transfer such Grant Funds to another charitable organization designated or approved by the Foundation for purposes related to the Project, to the extent consistent with applicable law.

RECORD KEEPING

You will maintain adequate accounting records and copies of any reports submitted to the Foundation related to the Project. You will retain such records and reports for 4 years after Grant Funds are fully spent and will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

Sample Agreement for For-Profit Organizations

PROJECT AGREEMENT

THIS AGREEMENT is between <>> (“<>>” or “You”) and the Bill & Melinda Gates Foundation (“*Foundation*”), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a “*Party*” and together as the “*Parties*.” In consideration of the mutual promises contained in this Agreement, the Parties enter into this Agreement by having their authorized representatives sign the Agreement.

PAYMENT AND REPORTING

TOTAL AMOUNT

The Foundation will pay You up to \$100,000.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation’s approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. You will submit Your Reports via email to the Program Coordinator according to the payment table below. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

ACCOUNTING FOR PERSONNEL TIME

You will track the time of all employees, contingent workers, and any other individuals whose compensation will be paid in whole or in part by Grant Funds. Such individuals will keep records (e.g., timesheets) of actual time worked on the Project in increments of sixty minutes or less and a brief description of tasks performed. You will report actual time worked consistent with those records in Your progress and final budget reports. You will submit copies of records to the Foundation upon request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Counter Signed Project Agreement	October TBD, OR April TBD	Within 15 days after receipt of countersigned Agreement	\$50,000
Start Date to Date on or after first \$45,000 of Project Funds Expended	Second Payment Release Progress Report*	Reasonable period of time after first \$45,000 of Project Funds expended	45 days after report is received	Up to \$50,000
Start Date to October 31, [2018] OR April 30, [2018]	12-Month Progress Report**	October TBD, OR	–	–

Start Date to End Date	Final Financial and Scientific Report	April TBD		
Total Grant Amount				Up to \$100,000

*If this report is submitted after the 12-month Progress Report it needs to describe only the progress and spending of Project Funds not covered in the 12-month Progress Report.

**The 12-Month Report must be submitted by its due date, which may be before or after submission of the Second Payment Release Progress Report. If the 12-Month Report is submitted after the Second Payment Progress Report, the 12-Month Report needs to describe only the progress and spending of Project Funds not covered in the Second Payment Progress Report.

All questions regarding Your reporting obligations should be submitted electronically to the Misk Grand Challenges Program Coordinator at the email address listed above.

TERMS & CONDITIONS

This Agreement, is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

You agree to carry out the project described in the Proposal Narrative (“*Project*”) in order to further the Charitable Purpose.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement (“*Project Funds*”) for any purpose other than the Project. You may not use Project Funds to reimburse any expenses You incurred prior to the Start Date.

FOR-PROFIT, NON-US AWARDEES: You may not use more than 20% of Project Funds for activities in the U.S., including travel to or from the U.S.

LIMITATIONS ON CAPITAL ASSETS

You may use the Grant Funds to purchase capital assets such as equipment so long as the assets are used exclusively for the Project during the term of the grant and the cost of any single capital item does not exceed \$5,000.

INDIRECT COSTS

Grant funds may not be used to pay any indirect costs. Indirect costs are defined as (1) overhead expenses incurred as a result of the Project, but that are not easily identifiable with the Project and (2) administrative expenses that are related to overall general operations and are shared among projects and/or functions. Examples of indirect costs include, but are not limited to, executive oversight, accounting, grants management, legal expenses, utilities, facility maintenance.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “*Funded Developments*” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “*Background Technology*” means any and all products, services, processes, technologies, materials, software, data, other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “*Global Access*” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

PUBLICATION

For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the charitable purpose of this Agreement. You will also use good faith efforts to ensure that Your subgrantees, subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

PUBLICATION IN PEER-REVIEWED JOURNALS

If You seek publication of Funded Developments in a peer-reviewed journal, such publication shall be under “open access” terms and conditions consistent with the Foundation’s Open Access Policy available at: <http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy>, which may be modified from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subcontractors to assist with the Project. The aggregate amount of Grant Funds paid to subcontractors may not exceed \$49,999. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subcontractor. You may not make subgrants under this Agreement.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) in or with or related to countries or territories against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, , Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION AND ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Project Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You may not use Project Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Project Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift, and ethics rules applicable to the Project.

REGULATED ACTIVITIES

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards (“Requirements”). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- d. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation’s prior written approval and all necessary consents to disclose such information;
- e. children or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects; and/or
- f. any trial involving human subjects, You will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

[For Indian for-profit organizations] FCRA COMPLIANCE

[For Indian for-profit organizations] By signing this Agreement, You certify that You: (a) are not, as a result of this Agreement or otherwise, subject to the Foreign Contribution (Regulation) Act (FCRA), 2010 and that You have received written advice from a third-party professional advisor with relevant experience that is consistent with this certification; (b) understand that the Foundation is entering into this Agreement in reliance on this representation; and (c) understand that You would be subject to any financial and/or criminal penalties imposed for non-compliance with FCRA. You must advise the Foundation immediately if there is any change in FCRA’s applicability to You in connection with Your activities under this Agreement or otherwise.

[For Indian for-profit organizations] TAX WITHHOLDING

The Foundation may withhold and remit taxes due as required by the India Tax Deducted at Source. The Foundation will not withhold any amounts for employment-related taxes. The Foundation will not be liable to You for any withheld amounts. At Your request, the Foundation will provide You with documentation verifying remittance.

[For Indian for-profit organizations] TAX RESPONSIBILITY

You are responsible for remitting all other taxes related to Your performance of the Project (*e.g.*, sales tax, services tax, Goods and Services Tax (“GST”) and value-added tax (“VAT”)) and Your receipt of payments under this Agreement (*e.g.*, business and occupation tax, employment-related taxes, and income tax), and agree that You will comply with all obligations to remit any such taxes.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

INDEMNIFICATION

If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services (“*Indemnified Activities*”), You will indemnify, defend, and hold harmless the Foundation and its trustees, employees, and agents (“*Indemnified Parties*”) from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys’ fees and expenses) (collectively, “*Claims*”) arising out of or relating to the acts or omissions, actual or alleged, of You or Your employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. You agree that any activities by the Foundation in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Foundation’s rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Your indemnification obligations are limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Agreement will constitute an express or implied waiver of Your governmental and sovereign immunities, if any.

INSURANCE

You will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. You will ensure Your subgrantees and subcontractors maintain insurance coverage consistent with this section.

COLLABORATION

The Foundation expects that awardees pursuing similar grand challenges and overarching goals will communicate and collaborate on a periodic basis in achieving progress towards these solutions. The Foundation may identify to You the other entities with which You should consider collaboration.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the Project and this Agreement, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures. The Foundation expects that awardees pursuing similar Grand Challenges and overarching goals will communicate and collaborate on a periodic basis in achieving progress towards these solutions. The Foundation may identify to you the other entities with which you should consider collaboration.

PUBLICITY BY YOU

You must obtain the Foundation’s prior written approval before: (a) issuing a press release or other public announcement regarding the Project or this Agreement; and (b) any other public use of the Foundation’s name or mark. For any subsequent press releases or other public announcements directly related to the Project or this Agreement, please email Your request to: the Foundation’s Grantee Communications Team at least two weeks in advance to provide the Foundation an opportunity to review and comment.

PUBLICITY BY OTHERS

You and Your subcontractors, contingent workers, agents, or affiliates may not state or imply to third parties that the Foundation directly funds or otherwise endorses their activities.

OTHER

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Project Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Project Funds that have not been used for, or committed to, the Project by the End Date, must be returned promptly to the Foundation.

[For Indian for-profit organizations] RETURN OF FUNDS

Any Project Funds that have not been used for, or committed to, the Project by the End Date must be returned promptly to the Foundation to the extent consistent with applicable law. If applicable law does not permit such return, then You must transfer such Project Funds to a charitable organization designated or approved by the Foundation for purposes related to the Project, to the extent consistent with applicable law.

RECORD KEEPING

You will maintain adequate accounting records and copies of any reports submitted to the Foundation related to the Project. You will retain such records and reports for 4 years after Project Funds are fully spent and will make such records and reports available to enable the Foundation to monitor and evaluate how Project Funds have been used.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.