



FOUNDATION

PROJECT GRANT AGREEMENT

Johnson & Johnson Foundation (“Grantor”) and _____ (“Grantee”) hereby enter into this Grant Agreement (“Agreement”) effective _____.

1. Grant Award. Grantor hereby awards a grant in the amount of \$_____ to Grantee for its _____ project (the “Project”) for the period of _____.

2. Use of Grant Funds.

a. Grantee agrees to use the grant funds solely for the Project as outlined in its proposal to Grantor, **attached to this Agreement** as **Exhibit A** and incorporated by reference. Grantee agrees that the grant funds will be used in accordance with the budget submitted by Grantee as part of its grant proposal and **attached to this Agreement** as **Exhibit B** and incorporated by reference. Grantee further agrees that the grant funds will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”). This Agreement is also subject to the Johnson & Johnson Foundation Grantmaking Guidelines and other applicable policies and procedures of Grantor.

b. No portion of this grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation. Grantee represents that the amount of this grant, together with the amount of any other grants that Grantee has received from Grantor for the same Project for the same year, does not exceed the amount of Grantee’s budget for Project activities that are not attempts to influence legislation. Grantee agrees not to use any portion of the grant funds to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, to support terrorist acts or organizations that further terrorist activities, or for any non-charitable purpose.

c. Grantor and Grantee acknowledge and agree that the grant shall not obligate or otherwise influence Grantee to purchase, use, recommend, or arrange for the use of any products of Johnson & Johnson Services, Inc. or any of its affiliates.

d. Grantee agrees to repay to Grantor any portion of the amount granted that is not used exclusively for charitable purposes and for the purposes set out in this Agreement.

3. Activities Outside the United States. To the extent it directly or indirectly engages in activities outside the United States, Grantee hereby certifies to the Grantor that:

a. it shall comply with all laws and regulations in the territory where it is conducting activities and will comply with the U.S. Foreign Corrupt Practices Act (the “FCPA”);

b. it has not paid or offered to pay or give anything of value to an official or employee of any government department, agency or instrumentality thereof (including, but not limited to, any health or medical institutions which are owned or controlled by the government), or to any political party or any candidate for political office, for the purpose of influencing

decisions favorable to Johnson & Johnson Services Inc. and/or its affiliates in contravention of the FCPA or the laws of the country in which it is conducting activities contemplated by this Agreement;

c. it does not and will not employ or retain a person who is a governmental official or employee, including employees of government owned or government controlled corporations, agencies or bodies (such as health or medical institutions which are owned or controlled by the government), unless services retained are bona fide services and – where required – the retained person has obtained necessary approvals by competent authorities/employer to be retained for said services; and

d. it agrees that if subsequent developments cause these certifications reported herein no longer to be accurate, Grantee will immediately so advise Grantor in writing.

4. Grantee's Report. Grantee will submit to Grantor a final report covering both the substance of its activities under this grant and the financial administration of the grant, no later than _____. Such report shall include copies of all press releases and other public announcements of the grant.

5. Control of Grant Funds. Grantee acknowledges and represents that it is accepting this grant for its own account and not as an agent for any other organization and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Agreement are met. The terms of the grant do not prohibit Grantee from distributing all or a portion of the proceeds of the grant to another organization, so long as any such distribution is made exclusively in furtherance of the charitable purposes for which the grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of this grant to another organization. Grantee agrees to control the process by which any other organization is selected to receive any such proceeds and shall be solely responsible for the selection of any such organization.

6. Grantee's Tax Status. Grantee represents that it is:

a. A tax-exempt organization described in Section 501(c)(3) of the Code that it is not a "private foundation" as defined in Section 509(a) of the Code, or a "Type III supporting organization" as described in Section 509(a)(3)(C) of the Code (other than a "functionally integrated" Type III supporting organization as defined in Section 4943(f)(5)(B) of the Code); that the IRS has not notified it of any intent to revoke its Section 501(c)(3) status or otherwise to modify its tax status; and that Grantee will notify Grantor immediately of any changes in its tax status during the term of the grant; or

b. A state, a possession of the United States, or any political subdivision of a state or possession, or of the United States or the District of Columbia, within the meaning of Code Section 170(c)(1), or a state college or university described in Section 511(a)(2)(B); or

c. A foreign government, or any agency or instrumentality of a foreign government, that is not on the current OFAC sanctions list at:

<http://www.ustreas.gov/offices/enforcement/ofac/programs/index.shtml>; or

d. A public international organization designated by Executive Order under 22 U.S.C. 288 and appearing on the current list at 19 C.F.R. 148.87: <https://www.govregs.com/regulations/19/148.87>.

7. Grant Records, Review and Disclosure.

a. Grantee shall provide Grantor and Grantor's agents with such documentation as may reasonably be requested by Grantor or its agents in order to document or verify compliance with the provisions of this Agreement. Grantee shall maintain true and accurate records necessary to demonstrate compliance with this Agreement.

b. Grantee will permit representatives of Grantor to visit Grantee's premises and review Grantee's activities with respect to the Project, and will permit Grantor, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this grant.

c. Grantee acknowledges that certain state or federal laws now or in the future may require Grantor to disclose information on donations provided to charitable entities. Grantor may report information about the grant made under this Agreement, as required by law. Once reported, such information may be publicly accessible.

d. Notwithstanding any other provision in this Agreement, Grantee understands and agrees that Grantor reserves the right to post on a website accessible to the public, information regarding funding under this Agreement, whether or not required by law, including the identity of Grantee, the amount of the grant, and the purposes of the grant, and other information as Grantor determines is appropriate.

8. Termination. Grantor may terminate this Agreement at any time and may cease all grant disbursements upon any breach of this Agreement by Grantee, as determined in Grantor's sole discretion, without penalty or liability of any nature whatsoever. Upon termination of this Agreement, Grantee shall promptly repay to Grantor any portion of the amount granted that has not been expended or irrevocably committed exclusively for charitable purposes and for the purposes set out in this Agreement.

9. Notices. All notices or reports under this Agreement shall be addressed as follows:

Grantor: _____

c/o _____

Grantee: _____

This Agreement must be signed by an officer of Grantee prior to issuance of the grant funds. Grantee may keep a copy of this Grant Agreement as signed for its records.

<<GRANTOR NAME>>

<<GRANTEE NAME>>

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Required Attachments

Exhibit A: Grant Proposal

Exhibit B: Budget