

VACCINE CONFIDENCE FUND II GRANT AGREEMENT

This **GRANT AGREEMENT** (the “Agreement”) is entered into as of the Start Date (as defined in this Agreement). This Agreement is between **Global Impact**, a U.S. nonprofit corporation incorporated under the laws of the Commonwealth of Virginia (EIN -52- 1273585) having its principal offices at 1199 North Fairfax Street, Suite 300, Alexandria, VA 22314, and the **Grantee** (as identified and defined below). By signing this Agreement and accepting Grant funds, the Grantee agrees to the terms, conditions and representations in this Agreement.

This Agreement and the proposed Grant is on behalf of **The Vaccine Confidence Fund II (the “Fund”)**, a philanthropic and charitable fund of Global Impact. Global Impact will be the primary contact to the Grantee for the Grant. For transparency, Merck & Co. Inc, Rahway, NJ, USA (known as MSD outside the United States and Canada) (“MSD”) and Meta, Inc. (“Meta”) are the sole donors to the Fund (each, a “Donor” and collectively, the “Donors.”)

Section 1 Summary

Grantee Name:	_____, an organization/individual (the “ <u>Organization</u> ”, or “ <u>Grantee</u> ”).
Working Location:	
Grant Purpose:	
Proposed Grant Amount:	USD \$_____ (as may be amended, the “ <u>Grant</u> ”).
Grant Start Date:	
Grant End Date:	
Grant ID:	

Section 2 Use of Grant Funds

2.1 Permitted Uses.

- (a) The Grantee may only use the Grant funds (i) for charitable purposes and activities, as required by this Agreement, and (ii) as further described in to this Agreement. The Grantee will not conduct any research activities using the Grant funds which are contrary to the provisions of the proposal or outside the scope of the proposal as set forth in to this Agreement. Global Impact may require the Grantee to return or transfer Grant amounts that are not used for charitable purposes and/or activities and in accordance with this Agreement. In that event, the Grantee shall promptly comply with Global Impact’s instructions.
- (b) The Grantee must be able to certify that it has properly used Grant funds only for the charitable purposes and/or activities set forth in this Agreement. Promptly following the Grant End Date, and at any other time as requested by Global Impact, the Grantee must complete and submit the “Certification of Charitable Use of Grant Funds”, using the form provided at [Exhibit B](#) to this Agreement.

2.2 Prohibited Uses. Without limiting the generality of Section [2.1](#) above, the Grantee may not use Grant funds: (a) to carry on propaganda or attempt to influence legislation (i.e., lobbying, as defined under applicable U.S. law); (b) to influence the outcome of any public election; (c) to conduct (directly or indirectly) any voter registration drive or support political party activities; (d) to conduct religious conversions; (e) to promote any goods or services of MSD, or (f) in breach of

this Agreement or in any way, directly or indirectly, in violation of applicable laws, requirements or public policies.

2.3 Accounting. Unless otherwise instructed by Global Impact, the Grantee must separately identify the Grant funds on the Grantee's financial books and records as being from Global Impact (or the Fund), and identify and document how the Grantee spent the Grant funds (expenditure amounts, and for what purpose). One method for doing that is by recording the Grant funds and related costs and expenditures in the Grantee's accounting records using a separate, internal book-keeping account (or sub-account) that is used only for the Grant funds.

2.4 Contingent Funding; Termination.

- (a) Grant amounts may be disbursed in one or more installments, as determined by Global Impact.
- (b) Global Impact reserves the right to modify, suspend or terminate Grant funding, and/or terminate this Agreement, at any time in its sole discretion, without obligation, liability or cost to Global Impact, the Fund, or the Donors, including, without limitation, in the event of a breach by the Grantee of any of the representations, warranties and covenants contained in this Agreement.
- (c) Global Impact, the Fund, and the Donors shall not at any time be responsible, liable or obligated for any costs, expenses, liabilities, obligations or amounts that are or may be incurred by the Grantee.

2.5 Remaining Funds. If there are any remaining Grant funds at the conclusion of the Grant period, or if the Grant or activities are modified or not fully implemented, or if the Grant and/or this Agreement is suspended or terminated, Global Impact may require the Grantee to return, transfer or use any unused and uncommitted Grant funds. The Grantee shall promptly comply with that instruction.

2.6 Fraud and Violations.

- (a) The Grantee must promptly inform Global Impact in writing if it becomes aware of any actual or suspected fraud, mismanagement or improper use of the Grant or other funds, a significant violation of this Agreement or applicable law, or a failure to comply with applicable policies, by the Grantee or the officers, directors, employees, contractors, sub-grantees, sponsored organizations, agents or representatives (collectively, the "Affiliated Persons") of the Grantee.
- (b) Global Impact, their representatives reserve the right to take legal, investigatory, enforcement and other action in those circumstances. The Grantee shall promptly and fully cooperate and comply with Global Impact's instructions (including, but not limited to, for the return or transfer of Grant amounts improperly used).

Section 3 Conduct of the Research; Reporting Requirements

3.1 Reports and Information. The Grantee shall provide the reports, data, materials and information requested by Global Impact, including the regularly scheduled reports and information listed in to this Agreement.

3.2 Project and Organizational Changes.



- (a) The Grantee must notify Global Impact as soon as practically possible, and request prior approval, if there is or may be:
 - i. a change of: 10% or more in the total Grant budget, or 20% or more of a budget category;
 - ii. a change in research objectives, geography, research activities or implementation methods; or
 - iii. a delay or change of thirty (30) days or more in any timeline or deadline;
- (b) Global Impact is not obligated to provide any additional funds. Global Impact may, in its sole discretion, modify the Grant budget, activities and Grant amounts at any time.
- (c) In addition, the Grantee must promptly notify Global Impact in writing if there is or may be a significant change in the Grantee's: (a) legal, registration, licensing or charity status; (b) constitutional documents; (c) financial status or resources; (d) governing body (Board or Trustees), Management, leaders or key staff or (e) representations in [Section 5](#) or as otherwise required.

3.3 Records.

- (a) The Grantee shall develop and keep accurate and complete accounting and financial records and receipts regarding the Grant and related costs and expenditures. The Grantee shall also keep all reports, documents and materials regarding Grant and supported activities. All records, receipts, reports, documents and materials must be maintained for no less than seven (7) years after the Grant End Date. The Grantee shall provide Global Impact and its representatives reasonable access to and copies of the Grantee's records, receipts, reports and documents promptly upon request (including after the Grant End Date, or any suspension or termination of the Grant or this Agreement).
- (b) Personal data submitted with a proposal, including name, mailing address, phone number, and email address of the applicant and other named researchers in the proposal may be collected, processed, stored, and otherwise used by Global Impact for the purposes of administering the Fund's RFP website, evaluating the contents of the proposal, and as otherwise provided under the Fund's Terms and Conditions.

3.4 Audit. Global Impact and its representatives may conduct an audit, investigation or review of the Grantee, its records, costs, expenditures and Grant activities at any time, and the Grantee shall promptly and fully cooperate, and provide documents and information reasonably requested. This may include audits, investigations and reviews during the Grant period or after the Grand End Date, or if the Grant or the Agreement is suspended or terminated.

3.5 Policies and Procedures. The Grantee shall comply with Global Impact and the Fund policies, procedures and requirements that are provided to the Grantee in writing. This includes, but is not limited to, policies and requirements for child protection and safeguarding, codes of conduct, whistleblower protection, conflicts of interest, etc. If requested by Global Impact, the Grantee shall promptly adopt similar policies and provide written confirmation of compliance with policies.

3.6 Conduct of Research.

- (a) Research must be of sound scientific merit and conducted in conformity with all applicable laws and regulations, and generally accepted standards of research. No clinical interventional studies will be funded by the Fund.
- (b) All grantees must obtain, in compliance with applicable laws and regulations, any necessary approvals of any research protocol and any data privacy authorization to use and disclose personal health information, if applicable.
- (c) Where required by law or generally accepted ethical standards of research, the Grantee shall obtain an informed consent form from all research participants and retain copies of such informed consents in Grantee's records. These should be uploaded to Global Impact, via the application portal upon completion of the project. The informed consent form shall disclose that MSD and Meta funded the research using template disclosure language provided to Grantee by Global Impact.
- (d) Without limiting the requirements of Sections 3.6 and 3.7, if Grantees collect or receive any confidential information or Personal Information (as defined in Section 3.7(a)ii) in the course of performing the research project funded hereunder, such information should only be used in furtherance of the funded project and Grantees shall not disclose such information to any third party (including Global Impact or the Donors) without the disclosing party's written consent other than as expressly set forth herein, including in Section 3.6(c). Confidential information is any information that the disclosing party identifies as confidential or proprietary information to the receiving party.

3.7 Data Privacy.

- (a) Definitions.
 - i. "Data Protection Law" means any data protection, data security or privacy law including, without limitation, the EU General Data Protection Regulation 2016/679 (the "GDPR") and any national implementing legislation relating thereto, any laws governing outbound telephone calls or transmission of electronic mail, facsimile messages or text messages and any other communication-related data protection, data security or privacy laws, to which either Global Impact or the Grantee, as applicable, is subject in connection with this Agreement.
 - ii. "Personal Information" means any data relating to an identified or identifiable individual, including data that identifies an individual or that could be used to identify, locate, track, or contact an individual. Personal Information includes both directly identifiable information, such as a name, identification number or unique job title, and indirectly identifiable information such as date of birth, unique mobile or wearable device identifier, telephone number, key-coded data or online identifiers, such as IP addresses, and includes any data that constitutes "personal data" under the GDPR or similar terms under other Data Protection Law.
 - iii. "Process" means to perform any operation or set of operations on Personal Information or sets of Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, access, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,



dissemination or otherwise making available, evaluation, analysis, reporting, sharing, alignment or combination, restriction, erasure or destruction.

- iv. “Personal Data Breach” means an accidental or unlawful destruction, loss, alternation, unauthorized disclosure of or access to Personal Information transmitted, stored or otherwise Processed.
- v. In the event the definitions in this section are inconsistent with the definitions given similar terms or concepts under Data Protection Law, then the definition given any such similar term or concept under that applicable Data Protection Law shall prevail to the extent of the inconsistency, so long as such inconsistency results in a broader definition of such term or concept.

(b) Data Protection Law; Notices, Consents and Authorizations.

- i. The Grantee shall comply with Data Protection Law, including, without limitation, in any Processing of any Personal Information.
- ii. The Grantee represents and warrants that with respect to any Personal Information Processed all notices will have been given and the Grantee has and will maintain in effect during this Agreement all consents, approvals, authorizations, and rights necessary, to Process any such Personal Information, including, without limitation, sharing any Personal Information with Global Impact, for any of them to use such Personal Information as contemplated in this Agreement and for any regulatory purposes, and the Grantee will Process such Personal Information only in accordance with any such notice, consents, approvals and authorizations.

3.8 Reporting. In addition to the reporting requirements included in , Grantee acknowledges that Global Impact, its affiliates, and/or the Donors may be obligated to track and disclose to federal, state or local government agencies payments and other transfers of value, including non-monetary items of value, provided to U.S.-licensed physicians, physician assistants, nurse practitioners, clinical nurse specialists, nurse anesthetists, and nurse midwives, and teaching hospitals, as such terms are defined under the Physician Payments Sunshine Act, as well as other applicable healthcare professionals (HCPs) or healthcare organizations (HCOs) as defined and required by state or local laws (collectively “Covered Recipients”). Such disclosure may result in Covered Recipient information, including name, business address and related information, as well as information about the payments or transfers of value received under this Agreement, being posted on a public website by the applicable government agencies. If Grantee is a Covered Recipient, or if Grantee makes any payments or transfers of value to any Covered Recipients using Grant funding for services relating to the Grant Agreement, Grantee agrees to provide Global Impact with necessary information as applicable (e.g., name, hospital or clinic address and phone number, license(s) number, specialty, curriculum vitae) in order to establish Covered Recipient’s qualifications as applicable and information regarding payments and other transfers of value. Grantee further agrees to provide any such information to Global Impact using the reporting template form provided by Global Impact. Global Impact, its affiliates, and/or the Donors may require, use, and disclose such information, as necessary, to comply with requirements mandated by individual regulatory agencies or applicable laws. Nonetheless, Global Impact, its affiliates, and applicable Donors will make reasonable efforts to protect such personal information inappropriate use. In the event Grantee makes any payments or transfers of value to a Covered Recipient using Grant funding for services relating to the Grant Agreement, Grantee will report this information to Global Impact within 90 days, except that any such information relating to

services rendered in the calendar year must be submitted to Global Impact no later than December 31, even if less than 90 days from time of payment or transfer of value.

3.9 Licenses; Materials for Public Benefit; Use of Names and Publicity. The Grantee acknowledges that Global Impact and the Donors intend to share and publicize, and allow others to share and publicize, the research produced or developed using the Grant funding hereunder (“Funded Research”) and all results, findings, reports, communications, insights, knowledge, materials and work outputs (collectively, “Work Product”) of grantees of the Fund, including the Grantee, in order to support other organizations and provide a broader public benefit. Further:

- (a) The Grantee agrees to the Vaccine Confidence Fund Open Access Policy, pursuant to which all Funded Research, including Grantee’s Work Product, will be published under the Creative Commons Attribution 4.0 Generic License (CC BY 4.0) (available at: <https://creativecommons.org/licenses/by/4.0/>) or an equivalent permissive license which grants at least the same rights. This will permit all users to copy, redistribute, transform, and build on Funded Research material in any medium or format for any purpose (including commercial) without further permission or fees being paid. Grantee expressly agrees that each of Global Impact, the Donors and their respective Affiliates to have the right to publish all Funded Research under such a license, and hereby grants such a license to the extent permitted by law;
- (b) The Grantee agrees that the Work Product, including without limitation articles accepted for publication, shall be available immediately at publication, without any embargo period;
- (c) The Grantee agrees not to commercially exploit (for profit) any Work Product, without Global Impact’s prior written approval;
- (d) The Grantee hereby grants to Global Impact, on behalf of the Fund, and individually to each of the Donors a nonexclusive, fully paid-up, royalty-free, irrevocable, perpetual, worldwide license, with the right to transfer and to sublicense to practice, use, copy, modify, display, perform, distribute, make derivative works of and otherwise exploit all results, findings, research reports, communications, or insights derived from or in connection with the Grantee’s Work Product, including without limitation all materials provided by the Grantee to Global Impact as part of the grant application and reporting process, in each case in furtherance of the Fund’s charitable mission in any and all media now known or hereinafter invented in any and all languages;
- (e) The Grantee hereby grants to Global Impact (on behalf of the Fund) and each of Meta and MSD a nonexclusive, fully paid-up, royalty-free, irrevocable, perpetual, worldwide license, with the right to transfer and to sublicense, to use and display the Grantee’s name, logo, and trademark, as disclosed in to this Agreement for marketing, promotional and publicity purposes relating to the work of the Fund and any related project undertaken by the Donors and/or the Parties (including public announcements, press releases, and marketing collateral), in any and all media now known or hereinafter invented in any and all languages;
- (f) The Grantee agrees to provide Global Impact any information or documents, or to take such additional reasonable actions as requested by Global Impact that may be reasonably necessary to carry out the intent of this Section [3.9](#);
- (g) Grantee further agrees that each of Global Impact and the Donors shall have the right to assign any licenses granted to them hereunder to affiliates or to third parties solely for

purposes relating to the charitable objectives of the Fund;

- (h) The Grantee shall retain sufficient copyright in the Work Product to ensure that articles accepted for publication are deposited into an open-access repository and published under the CC BY 4.0 or equivalent permissive license and
- (i) The Grantee acknowledges and agrees that none of Global Impact or the Donors, shall be under any obligation to use the license grants set forth in this section. At no time will the Grantee dispute or contest Global Impact or its Donors', as applicable, rights in any of the foregoing.
- (j) The Grantee may not, without the prior written approval of Global Impact and/or the Donors (as applicable), use the names or logos of Global Impact, the Fund, the Alliance for Advancing Healthcare Online, or the Donors for public or broad dissemination (including, for example, on banners, websites, press releases, videos, public materials and documents). The Grantee shall promptly comply with Global Impact's and/or the Donors' (as applicable) instructions regarding the use (and discontinuation of the use) of any such names and logos.
- (k) For clarity, feedback provided in a proposal regarding the Fund will not be treated as confidential or protected by copyright, and Global Impact and the Donors are free to use such feedback on an unrestricted basis with no compensation to the Grantee. The submission of a proposal will not result in the transfer of ownership of any IP rights.
- (l) The Grantee agrees to include a disclosure in any Work Product arising from the Funded Research that MSD and Meta funded the research using template disclosure language provided to Grantee by Global Impact.

Section 4 Representations, Warranties and Additional Covenants; Liability

4.1 Compliance with Law. The Grantee shall carry out all activities hereunder in compliance with this Agreement and all applicable laws, governmental regulations, rules, requirements, ordinances, directives and other requirements of federal, supranational, national, state, provincial and local authorities, including, but not limited to the U.S. Federal Food, Drug and Cosmetic Act and its accompanying regulations, and the Medicare and Medicaid Patient and Program Protection Act of 1987 (commonly known as the Anti-Kickback Statute) and its accompanying regulations. Additionally, if Grantee is a Covered Recipient, or if Grantee makes any payments or transfers of value to Covered Recipients using Grant funding for services relating to the Grant Agreement, Grantee agrees to work with Global Impact and relevant Donors, to provide any and all information required under any reporting requirements of the Sunshine Act or otherwise under state or local laws, as set forth in Section [3.8](#).

4.2 Excluded Entities. The Grantee, represents and warrants that prior to the date of the Agreement, it has screened itself, and its officers and directors against the Exclusion Lists and that it has informed Global Impact whether it, or any of its officers or directors, has been in Violation (as hereinafter defined). After the execution of the Agreement, Grantee shall notify Global Impact in writing immediately if any such Violation occurs or comes to its attention. Global Impact shall also have the right, in its sole discretion, to terminate this Agreement immediately in the event of any such Violation. The term "In Violation" with respect to any person or entity shall mean such person or entity has been: (1) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7(a)



(<http://oig.hhs.gov/exclusions/authorities.asp>); (2) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (<http://oig.hhs.gov/exclusions/index.asp>) or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<https://www.sam.gov/SAM/>); or (3) listed by any US Federal agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (<https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/compliance-actions-and-activities/fda-debarment-list-drug-product-applications>) (each of (1), (2) and (3) collectively the "Exclusions Lists"), and the term "Violation" shall have a corresponding meaning.

4.3 Trade Compliance.

- (a) The Grantee represents and warrants that (i) it, its directors, officers, employees, agents, are not Sanctioned Persons and are not acting on behalf of Sanctioned Persons, and (ii) it has processes and procedures in place to ensure that its performance under this Agreement complies with Trade Control Laws. Global Impact may immediately terminate this Agreement if the Grantee fails to comply with this Section or if in Global Impact's reasonable determination, performance under this Agreement would be unlawful under Trade Control Laws. The Grantee further represents and warrants that it shall notify Global Impact in writing immediately if the Grantee or any of its legal representatives become a Sanctioned Person. In case of an inaccuracy in or a breach of the representations and warranties provided in this Section, Global Impact may immediately terminate this Agreement.
- (b) As used in this Section **4.3**, "Trade Control Laws" means (i) all economic or financial sanctions or trade embargoes imposed, administered, or enforced by the U.S. government (including but not limited to those laws under the authority of the U.S. Department of the Treasury's Office of Foreign Assets Control or U.S. Department of State); and (ii) all U.S. import, export, re-export, and transfer of products, software, technical data, services, and technologies laws (including but not limited to those laws under the authority of the U.S. Department of Commerce Bureau of Industry and Security, U.S. Department of Homeland Security Customs & Border Protection, or U.S. Department of State Directorate of Defense Trade Controls). "Sanctioned Person" means any individual, entity, government, or organization that is the target of Trade Control Laws, including but not limited to such parties (i) listed on any sanctions list administered by the U.S. government, (ii) located, organized, or ordinarily resident in a country or region that is the target of comprehensive economic or financial sanctions administered by the U.S. government, or (iii) owned or controlled by parties described in the foregoing (i) or (ii), as a result of which such owned or controlled party is subject to the same prohibitions or restrictions as the party described in (i) or (ii).

4.4 Anti-Corruption. The Grantee represents and warrants that it has complied and shall comply with all applicable laws, rules, and regulations relating to anti-bribery and corruption and that it has used and shall use only legitimate and ethical business practices; and shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value (including facilitation of payments), discounts, rebates, gifts, use of materials, facilities or equipment, entertainment, hospitality, drinks, meals, transportation, lodging, or promise of future employment, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-



corruption law, including the U.S. Foreign Corrupt Practices Act of 1977 (as amended) and the laws of the Grantee's country of operation. "Government Official" means any official or employee of (1) any national, regional, or local government in any country, (2) any government-owned or -controlled enterprise; (3) any public educational, scientific, or research institution; (4) a political party; (5) any candidate (including the candidate) for public office; (6) a public international organization; and any person acting on behalf of or any relatives, family, or household members of any of those listed above.

4.5 Anti-Terrorism; Anti-Trafficking.

- (a) The Grantee represents and warrants that it does not and will not, directly or indirectly:
 - (i) engage in, support or promote violence or terrorist activity; (ii) knowingly employ, contract with, provide support to or otherwise have dealings with persons, groups or entities that engage in or support terrorism or that are subject to terrorism or other restrictions or prohibitions maintained by the United States (including the Office of Foreign Assets Control's Specially Designated Nationals List) or the Grantee's country of operation; or (iii) knowingly transact or have dealings with countries, territories, persons or entities that are subject to sanctions, embargoes or other restrictions or prohibitions of the United States or the Grantee's country of operation.
- (b) The Grantee shall ensure that slavery (bondage) and human trafficking are not taking place in any part of the Grantee's operations or activities.

Section 5 General Provisions

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without regard to principles or rules of conflicts of laws that could cause the application of the laws of any other jurisdiction. Each party hereby consents to the jurisdiction of the courts of the Commonwealth of Virginia, USA to settle any disputes arising out of or in connection with this Agreement. The English language version of this Agreement shall control and supersede any non-English version or translation.

5.2 No Liability; Indemnification. Global Impact, the Donors and their respective Affiliated Persons, shall not at any time or in any manner be responsible, liable or otherwise obligated to the Grantee or any other person or entity in connection with this Agreement or the project conducted by the Grantee, or the acts or omissions of the Grantee or any other person or entity, or for any losses, or damage or injury to any person, entity or property. The Grantee shall indemnify, defend and hold harmless Global Impact, the Donors and their respective Affiliated Persons, from all losses, claims, demands, proceedings, judgements, liabilities, obligations, costs, expenses and amounts, of any kind or nature, arising from any source, and whether foreseeable or unforeseeable, in connection with the activities of the Grantee, or arising from the acts or omissions of, or breach of this Agreement by, the Grantee or the Grantee's Affiliated Persons. This provision shall survive the termination or expiration of this Agreement.

5.3 No Assignment. This Agreement and the Grantee's rights and obligations may not be assigned or transferred by the Grantee, and Grant funds may not be sub-granted by the Grantee, without the prior written approval of Global Impact.

5.4 Incorporation and Survival. This Agreement incorporates by reference the Exhibits and attachments to this Agreement. The rights of Global Impact, and applicable obligations of the Grantee, shall survive the conclusion of the Grant and any suspension or termination of the Grant or this Agreement.



5.5 Effectiveness. This Agreement shall enter into force and effect on the date the parties have signed this Agreement and the Grantee first receives any of the Grant funds (the “Start Date”).

5.6 Counterparts and Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and/or delivered by electronic means and/or transmission (including, without limitation, by PDF and/or e- mail) shall be deemed an original and shall be valid and effective.

5.7 Miscellaneous. The Agreement sets forth the entire understanding of the parties hereto. It may be modified or amended only by the written agreement of both parties. This Agreement does not create a legal partnership or joint venture between the parties. No waiver by any party of any of the conditions, agreements or obligations in the Agreement shall be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party hereto to exercise any rights acquired through the default of any other party shall be construed as a waiver of or impair such right.

Each party has caused this Agreement to be executed by its duly authorized representative(s).

Global Impact

Name: Scott Jackson
Title: President & CEO

Grantee Name

Signature 1 (required) Name:
Title:

Signature 2 (optional) Name:
Title:

Exhibit A to Vaccine Confidence Fund II Grant Agreement

Subject to the terms and conditions of the Agreement:

SECTION 1 GRANT DESCRIPTION AND SUMMARY

A summary of the Grant proposal is below and the full Grant proposal is attached to this [Exhibit A](#).

Description of the Grantee.

Summary of how the grant would be utilized to support the Grantee's work. This summary can be two-three paragraphs and should include: the strategies and activities to be implemented by the Grantee, target groups, target outputs, and the change that the Grantee is pursuing.

SECTION 2 REPORTING

2.1 The Grantee shall provide the following information and reports, including but not limited to:

- (a) Grant receipt acknowledgements. The Grantee shall provide an official bank receipt to acknowledge receipt of funds within fifteen (15) days after receipt of each Grant installment or disbursement.
- (b) Required Reports. The Grantee must provide the following regularly scheduled reports:
 - Narrative Progress Reports (every midpoint of project as identified below).
 - **Final Report**
 - **Final Financial Report** (budget vs. actual). This report should explain the amount of Grant funds used, and how those funds were used.
 - **"Certification of Charitable Use of Grant Funds"**, using the form at [Exhibit B](#) to this Agreement.
 - Each accepted article, report or other summary of the Funded Research must be accompanied by a **Data Availability Statement** that describes where any primary data, associated metadata, original software, and any additional relevant materials necessary to understand, assess, and replicate the reported study findings in totality can be found;

The following table summarizes the reporting periods and deadlines for submitting Reports.

Period Covered	Report Deadline	Type of Report
[●] – [●]	XXXXX, [●]	Progress Reports (narrative and financial)
Entire Grant period	XXXXX, [●]	Final Reports (narrative and financial)
Entire Grant period, or as specified	XXXXX, [●]	Certification of Charitable Use of Grant Funds, (narrative and financial)

In the event that the Reporting Deadline falls on a Saturday, Sunday or National Holiday, the Grantee may submit the report on the following business day.

(c) Participation: The Grantee is expected to participate in the following Fund activities. The Grantee must be able and willing to participate in this process.

- **Mid-Term Conversation with Grantor**: Join light touch conversation with the Fund Administrator, Global Impact, to outline review of project status to date and track against project deliverables

2.2 The Grantee shall provide any other data, information, reports, documents and information requested by Global Impact, including after the Grant End Date.

SECTION 3 GRANT BUDGET

The following provides a summary of the proposed Grant budget in U.S. Dollars (and an estimated amount in local currency).

Insert Budget as uploaded and approved in online application

Global Impact reserves the right to modify, suspend or terminate Grant funding, and to terminate this Agreement, at any time in its sole discretion, without obligation, liability or cost to Global Impact (or the Fund, or the Donors).

Grant funds are transferred from the U.S. in U.S. Dollars, and may be disbursed in one or more instalments. The table below summarizes the anticipated amounts and estimated dates for the disbursement of Grant instalments:

	Anticipated Instalment Amount (USD)	Anticipated Date of Disbursement	Contingent upon
Instalment 1			Execution of the Grant Agreement by the parties.
Instalment 2			Submission by the Grantee and approval by Global Impact of required reports and information prior to this instalment date.
TOTAL			

The Grantee is responsible for banking, transfer, currency exchange and other fees and amounts. The net amount received by the Grantee therefore may be less.

SECTION 4 GRANTEE TRADEMARKS AND LOGOS.

Insert Grantee's name, logo and trademarks that may be used for marketing, promotional and publicity purposes]

SECTION 5 CONTACT INFORMATION FOR GLOBAL IMPACT AND THE VACCINE CONFIDENCE FUND



Global Impact	1199 N. Fairfax Street Suite 300 Alexandria, VA 22314 USA
Phone and Fax:	Tel: +1 (703) 717-5200
Contact Person:	The Vaccine Confidence Fund
E-mail:	VCFInfo@charity.org

** Note that the Global Impact grant manager may be reassigned at any time. If reassigned, Global Impact will notify the Grantee.*

Exhibit B to Vaccine Confidence Fund II Grant Agreement

Grantor	Global Impact , in connection with the “Vaccine Confidence Fund II”
Grantee Name:	_____ (the “Grantee”)
Grant Amount:	USD \$ _____ (the “Grant”)
Period for Grant:	_____ to _____ (the “Period”)
Grant ID:	

Certification of Charitable Use of Grant Funds

The undersigned certifies and affirms that each of the following statements is true, accurate, complete and not misleading:

- (1) The undersigned is duly authorized to issue this “Certification of Charitable Use of Grant Funds” (the “Certification”) on behalf of the Grantee. This Certification is legally binding on the Grantee.
- (2) All Grant amounts received from Global Impact (Vaccine Confidence Fund II) for the Period (or to date) were used by the Grantee only for charitable activities and/or purposes, and in compliance with the Grant Agreement.
- (3) No Grant amounts received from Global Impact for the Period (or to date) were used or diverted by the Grantee for impermissible activities, improper purposes or personal gain.
- (4) The Grantee has separately identified the Grant funds received from Global Impact (Vaccine Confidence Fund II) on the Grantee’s financial and accounting books and records. The Grantee has documented and can support how the Grantee spent and used all Grant funds (amounts, and for what purposes), and the amounts have been properly recorded on the Grantee’s books and records.
- (5) The Grantee has maintained and will maintain accurate and complete records, receipts and other documents and information regarding the Grant and the Grantee’s expenditures and Grant activities, as required by the Grant Agreement. The Grantee shall provide Global Impact and its representatives access to and copies of the Grantee’s records, documents and information promptly upon request (including, but not limited to, after the Grant End Date, or if the Grant is suspended or the Agreement is terminated).

In Witness Whereof, the undersigned has executed this Certification on behalf of the Grantee.

Name:
Title:
Date:

Vetting Services

As part of the review process implemented by Global Impact and the Advisory Council, each applicant will be assessed to confirm their authenticity, and their ability to successfully complete the research as outlined in their proposal.

For all U.S. individuals and organizations, the following screening will be conducted by Paragon Philanthropy, taking about 24-48 hours to generate a vetting report. Paragon will screen individual and organization names and information provided by Grantee against the following Watch Lists: OFAC, Specially Designated Nationals List, Terrorist Exclusion List (US Dept. of State), EU Watchlist, United Nations Sanction List, FBI, and Interpol. Additional time might be needed in order to resolve any matches or hits.

- Organizations:
 - Check organization name against above-mentioned anti-terrorist lists
 - Check organization name against trade control, U.S. Most Wanted, fraud, and US, UN, and EU sanctions Lists
 - Obtain and check the names of any board members, key staff, founders, and controlling organization(s) against multiple anti-terrorist, trade control, U.S. Most Wanted, fraud, and U.S., U.N., and EU sanctions lists.

- Individuals:
 - Check individual name against above-mentioned anti-terrorist lists
 - Check individual name against trade control, U.S. Most Wanted, fraud, and US, UN, and EU sanctions Lists
 - Obtain and check any alternate names and addresses against multiple anti-terrorist, trade control, U.S. Most Wanted, fraud, and U.S., U.N., and EU sanctions lists.

The following information will be requested in order to conduct the screening:

- Individuals:
 - First, Last, and Middle Name
 - Date of Birth
 - Place of Birth
 - Place of Residence

- Organizations:
 - Organization/Company Name
 - Address
 - Website
 - Controlling or affiliated entity(ies)
 - Key Employees
 - Members of the Board of Directors
 - Organization Founders

For all international organizations and individuals (non-U.S.), the following screening will be conducted by Paragon Philanthropy, taking about 1 week to generate a vetting report. Additional time might be needed in order to resolve any matches or hits.

- Organizations:
 - Check organization name against above-mentioned anti-terrorist lists



- Check organization name against trade control, U.S. Most Wanted, fraud, and US, UN, and EU sanctions Lists
- Obtain and check the names of any board members, key staff, founders, and controlling organization(s) against multiple anti-terrorist, trade control, U.S. Most Wanted, fraud, and U.S., U.N., and EU sanctions lists.
- Review of press coverage for past 12 months in country and internationally

- Individuals:
 - Check individual name against above-mentioned anti-terrorist lists
 - Check individual name against trade control, U.S. Most Wanted, fraud, and US, UN, and EU sanctions Lists
 - Obtain and check any alternate names and addresses against multiple anti-terrorist, trade control, U.S. Most Wanted, fraud, and U.S., U.N., and EU sanctions lists.
 - Review of press coverage for past 12 months in country and internationally

The following information will be requests of individuals and organizations to conduct the screening:

- Individuals:
 - First, Last, and Middle Name
 - Date of Birth
 - Place of Birth
 - Place of residence

- Organizations:
 - Organization/Company Name
 - Address
 - Website
 - Controlling or affiliated entity(ies)
 - Key Employees
 - Members of the Board of Directors
 - Organization Founders