

**If the answer to any of the following questions is “yes,”  
then the agreement involves a grant and not a gift:**

Is the agreement with a governmental entity?

Does the agreement expressly state an intention by the parties that it be treated as a grant agreement?

Does the agreement specify that the University must return any unexpended funds?

Does the agreement specify a time period for performance, and then state the agreement may be renewed for an additional term or terms at the discretion of the other party?

Does the agreement specify that the University must provide anything of value (not including reporting of activities, but including any product, service, technical or scientific report, or transfer of intellectual property rights) back to the other party?

Does the agreement specify that the University must protect confidential information provided by the other party?

Does the subject matter of the activity covered by the agreement involve foreign collaborators or technology that it is subject to US export controls?

Are expenses of the activity contemplated by the agreement but not provided under the agreement paid in part by other grants?

Does the agreement provide that any portion of the amounts to be provided is contingent upon programmatic or fiscal reporting?

Is the agreement with a voluntary health organization such as the American Cancer Society, the American Heart Association, or the Arthritis Foundation?

Does the agreement specify the intended use for the funds or equipment as well as include other requirements concerning expected performance, deliverables, or outcomes? “Other requirements” are typically expressed as a scope or statement of work. Requirements to provide training, workshops, or non-credit teaching are included, while one-time or annual lectures open to the public are not.

Does the agreement involve activities that are subject to the oversight of the Office of Research Compliance (human subject research, animal research, radiation safety)?

Does the agreement require that specific individuals must perform the activities contemplated by the agreement?

Does the agreement limit the publication rights of the individual faculty undertaking the activities contemplated by the agreement in any way, including any duty of notice to the other party in advance of publication?

Does the agreement provide for the payment of indirect or administrative costs from the other party?

**If the answer to any of the following questions is “yes,”  
then the agreement involves a gift and not a grant:**

Does the agreement merely specify the intended use for the funds or equipment provided, and not include any other requirements concerning performance, deliverables, or outcomes except for reporting back to the other party?

Does the agreement specify that the funds provided are to be used for endowments or capital projects?

**If none of the preceding questions have resolved the issue,  
the matters should be referred to the Offices of Finance, General Counsel,  
Research and Sponsored Programs, and Advancement for decision.**