

GRANT AWARD CONTRACT

Research Agreement
**By and Between the American Sleep Medicine Foundation and
<<Institution>> with
Principal Investigator: <<Name>>**

Grant Award # <<Grant #>>

This agreement is entered into by and between <<Institution>>, of City, State ("Grantee") with **Principal Investigator: Name** and the **American Sleep Medicine Foundation** (hereafter referred to as the Foundation), a not-for-profit corporation incorporated in the State of Minnesota and legally doing business in the state of Illinois.

Grantee and the Foundation agree as follows:

1. General Provisions

The Grantee [and Principal Investigator] hereby agree to make and enter into this Grant Award Contract ("Contract"), to perform the duties prescribed by the Contract, and to uphold and abide by its terms and provisions. This contract consists of Grantee-identifying data, Details of Attachment(s), authorized signatures, General Provisions, with detailed Specific Aims, Special Provisions, budget(s) and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement between the Grantee and the Foundation. No prior agreement or understanding, oral or otherwise, of the parties or their representatives will be valid or enforceable unless embodied in this contract.

The person, or persons, signing and executing this contract on behalf of the Grantee, warrant and guarantee that he, she, or they have been duly authorized by the Grantee to execute this contract on its behalf and to validly and legally bind the Grantee to all of its terms, conditions and provisions.

2. Term

The term of performance under this grant award contract will commence on the *(date to be determined once the contract is signed by both parties)* and terminate on the *date to be exactly X months after the date determined above depending on duration of grant)* unless extended by mutual written agreement. In the event Principal Investigator completes the work under this agreement prior to the end of the term, Grantee will be entitled to the full compensation outlined in Section 24 of this agreement, in which case this agreement will terminate when Principal Investigator has submitted all materials and reports to the Foundation and all payment obligations have been met.

3. Specific Aims

Under this agreement, Principal Investigator shall conduct research as outlined in the specific aims of the application submitted and on file in the Foundation's National Office. Principal Investigator will use its reasonable best efforts to conduct this research in accordance with high scientific and professional standards.

4. Amendments

This contract can only be amended if the amendment is in writing and signed by individuals with authority to bind all parties.

The Foundation will not pay the Grantee for the performance of different or additional services, work, or products outside of the scope of work in approved grant award proposal except pursuant to an amendment of this contract that is executed in compliance with this provision. The Grantee may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this provision.

The Grantee is responsible for the effective management of the project as approved in the grant award proposal. Any revision of the scope or objective of the project, regardless of whether or not there is an associated budget revision, requires prior written approval of the Foundation. Such revisions include:

- changes in the phenomenon or phenomena under study, and the methodology or experiment if they are a specific objective of the research work as set forth in the approved application/proposal,
- transfer, by contract or other means, of a significant part of the research or substantive programmatic effort, after an award has been made.

Change of Principal Investigator, or significant change in the responsibilities or level of effort of the Principal Investigator or, in certain cases, other key personnel identified as such in the terms and conditions of the award requires written approval of the Foundation. In addition, any continuous absence of the Principal Investigator in excess of eight weeks, or plans for the Principal Investigator to become substantially less involved in the project than was indicated in the application/proposal as accepted, requires written approval of the Foundation.

No amendment to this contract is valid until it has been approved in writing by the Foundation.

5. Extension Without Additional Funds

The Principal Investigator may request in writing to extend the term of the contract if additional time beyond the established expiration date of the term is required to assure adequate completion of the original scope of work within the funds originally made available. A single extension, which shall not exceed twelve months, may be made for such purpose, and must be established prior to the original end of term date. Extension requests must include:

- Scientific justification, including progress to date.
- Length of extension requested.
- Plan for use of funds during extension period.
- Detailed expense report of funds received to date

Additional extensions will not be permitted.

6. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

7. Applicable Laws & Standards

This contract shall be interpreted under and in accordance with the laws of the State of Illinois and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this contract.

8. Assurances

The Grantee shall establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

The Grantee is responsible for submitting to the Foundation the names of any and all individuals other than the Principal Investigator receiving \$1,000 or more in salaries, fees or other compensation through grant award funds derived from this contract. The Grantee shall provide a completed W-9 form upon execution of this Agreement.

The Grantee will comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

9. Standards for Financial & Programmatic Management

The Grantee shall develop, implement and maintain financial management and control systems that include:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete payroll, accounting and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonable, allowable, and allocable costs; and timely and appropriate resolution of any findings.

The Grantee, if designated a 501(c)(3) organization as defined by the Internal Revenue Service Code or a for-profit organization, and its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the project. Such responsibility, as it relates to this contract, shall include:

- Accountability for all funds received from the Foundation
- Correction of fiscal and program deficiencies identified through self-evaluation or monitoring/site visits
- Ensuring separation of powers, duties and functions of board members and staff.

Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

10. Allowable Costs

Costs should be necessary and reasonable for proper and efficient performance of specific aims outlined in this contract. Reasonable costs are those that do not exceed an amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

11. Terms & Conditions of Payment

The acceptance of a grant from the Foundation creates a legal duty on the part of the Grantee to use the funds made available in accordance with the conditions of the contract. Payments may be made in advance of work performed or as a reimbursement for work performed and/or costs incurred in the course of the project being completed.

12. Reporting

The Principal Investigator will submit a progress report after six (6) months of the project and a final report in a format decided by the Foundation, in addition to any other reports the Foundation reasonably determines to be necessary to accomplish the objectives of this contract. Any and all reports must address the goals and projected accomplishments or outcomes included in the original proposal in addition to an accounting of how grant funds were spent.

A final report summarizing the entire project must be submitted by the Principal Investigator within 90 days following the end of the contract term or upon termination of the award. Satisfactory completion of an award will be contingent upon the receipt of such report.

The Principal Investigator at the completion of the grant will submit an abstract for presentation to the Associated Professional Sleep Societies (APSS) Annual Meeting.

Authorized representatives of the Foundation have the right, at all reasonable times, to monitor or otherwise evaluate the work (including the review of client or patient records and discussions with staff) performed by the Principal Investigator and the premises on which the work is being performed. The Grantee and Principal Investigator will participate in any monitoring visits and provide reasonable access and assistance to the representatives. All monitoring visits and evaluations will be performed in such a manner to not unduly interfere with the work.

The Grantee and Principal Investigator shall give authorized representatives of the Foundation access, at a mutually agreed upon time during normal business hours, to any pertinent books, documents, papers, client or patient records, and data excluding any protected health information, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to this contract. Documentation containing any research subjects' protected health information will be de-identified prior to copying. Any deficiencies identified upon examination of these records will be conveyed in writing to the Grantee and to the Principal Investigator. Resolution of findings will be conveyed by the Grantee in writing to the Foundation within 30 days of notification of findings. A determination by the Foundation of either inadequate or inappropriate resolution of findings may result in sanctions, which will remain in effect until the Foundation determines the deficiencies are properly remedied.

The Grantee will retain all records and reports related to this contract for a period of three years from the date of the end of the contract term.

13. Data Collection

Data collection activities, if any, are the responsibility of the Principal Investigator. Foundation support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The Principal Investigator shall not represent to respondents that such data are being collected for or in association with the Foundation without the specific written approval of the Foundation or such data collection plan or instrument. However, this provision is not intended to preclude mention of the Foundation's support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.

14. Protection of Research Subjects' Identity & Records

The Principal Investigator will ensure that research subjects' identity will be protected through the withholding of names and other individual identifying characteristics from persons not engaged in the research. The Principal Investigator will ensure that, prior to enrolling research subjects into the study, an approved Informed Consent form and an approved authorization form permitting the transfer of protected health information pursuant to HIPAA will be signed by or on behalf of each research subject.

See the American Medical Association's Council on Ethical and Judicial Affairs Code of Medical Ethics, Section 2.00 (specifically Clinical Investigation), Section 5.00, and Section 7.00.

The Principal Investigator agrees to comply with all federal and state laws regarding the conduct of research involving human or animal subjects. Principal Investigator shall not publish or otherwise disclose any information, which identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.

15. Equipment & Supplies

Equipment purchased with Foundation funds for use in a specific project should remain for use for the duration of the project. The Grantee will assure that for each purchase of equipment with Foundation funds, it is necessary for the research and activity supported by the grant contract and is not otherwise reasonably available and accessible.

16. Subcontracting

The Principal Investigator shall not enter into subcontracts for performance of any of the work, nor assign any interest in the contract without the prior written approval of the Foundation and subject to such provision as the Foundation may deem necessary. Subcontracts shall be subject to the requirements of this contract. The Grantee and Principal Investigator shall be responsible for the performance of any subcontractors.

17. Status

It is agreed that nothing contained in this contract, including the payment provisions for the full term or any portion or extension of the contract period, is intended or should be construed as creating a relationship of co-partners, joint venturers or an association with the Foundation and the Grantee; nor shall the Grantee, its employees, agents or representatives be considered employees, agents or representatives of the Foundation.

The Grantee represents that it has, or will secure at its own expense, any and all personnel required in performing the scope of work as outlined in this contract. Any and all personnel of the Grantee or other persons, while engaged in the performance of any work or services required by the Grantee in fulfillment of the work outlined in this contract, shall have no contractual relationship with the Foundation and shall not be considered employees of the Foundation. Any and all claims that may occur on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Foundation.

18. Investigator Conflict of Interest

The Grantee assures that any and all investigators involved in the scope of work under this contract disclose any significant financial interests (including those of their spouse and dependent children) that would reasonably appear to affect or be affected by research funded by the Foundation. Disclosures should be directed to the Foundation and will be reviewed and evaluated by the Foundation Board of Directors. The Foundation Board of Directors will determine whether an impermissible conflict of interest exists and, if so, will make a decision regarding what monitoring and other actions are appropriate to remove or adequately mitigate the conflict of interest.

19. Protection of Human and Animal Subjects

The Grantee is responsible for the protection of the rights and welfare of human subjects involved in any and all activities supported by the Foundation. Grantee must provide written approval of applicable Institutional Review Board (IRB) or Institutional Animal Care and Use Committee (IACUC) for all research prior to signing contract.

20. Termination

The Foundation reserves the right to terminate or cancel a grant contract, in whole or in part, at any time prior to its expiration under the following guidelines:

- A. When the Grantee has materially failed to comply with the terms and conditions of the grant contract or when the Foundation has other reasonable cause.
- B. When the Grantee and the Foundation mutually agree to do so.
- C. When the Grantee provides written notice to the Foundation setting forth reasons for such action, the effective date, and in the case of partial termination, the portion to be terminated.
- D. When the Grantee has failed to provide final report and/or abandoned the project before its completion.

Following termination, grant contract closeout procedures will be initiated. Grantee must furnish to Foundation all reports of Work completed, or in progress, through the date of termination. Grantee will be required to return any unused funds (already remitted with the first installment) to the Foundation. ASMF reserves the right to audit an accounting of the grant at anytime.

21. Acknowledgement of American Sleep Medicine Foundation

Grantee must acknowledge Foundation funding at all programs and in all promotional efforts as follows: “This (research project, program, etc.) was made possible by a grant from the American Sleep Medicine Foundation, a foundation of the American Academy of Sleep Medicine.”

22. Dissemination of Project Results

At such time as any article resulting from work under this award is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the Foundation along with other identifying information. In addition, an acknowledgement of the Foundation as the awarding agency and a disclaimer must appear in the publication or any material, whether copyrighted or not, based on or developed under this project, in the following terms:

“This material is based upon work supported by the American Sleep Medicine Foundation.”

All materials, except scientific articles or papers published in scientific journals, must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s), and do not necessarily reflect the views of the American Sleep Medicine Foundation.”

23. Funding and Method of Payment:

The Foundation will provide funds to Grantee in two separate installments as follows:

- 1) First payment of \$XXX in the form of a cash advance upon receipt of signed grant award contract.
- 2) Second and final payment of \$XXX remitted upon receipt of final report, which must include summary of the entire project (see Section 12, reporting requirements).

Checks will be made to: **Institution where funds are received**

Institution to receive payment

Address

City, State Zip Code

Attn: Recipient of check

This contract is contingent upon the availability of funding for the project and term outlined above. The Grantee will have no right of action against the Foundation in the event that the Foundation is unable to fulfill its obligations under this contract as a result of lack of sufficient funding. If funds become unavailable, provisions of termination will apply.

24. Grant Contract Closeout

Closeout is the process by which the Foundation determines that all applicable administrative actions and all required work of the contract have been completed. Grant contracts will be closed upon receipt of the final disbursement information and final project report, and after determination that any other administrative requirements in the grant contract have been met.

The parties hereto have caused this agreement to be executed by their duly authorized representatives on the day and date specified below.

Printed name of authorized signature for the Grantee

Printed name of authorized signature for the Foundation

Signature

Signature

Date

Date