



Award Contract

By and Between the American Academy of Sleep Medicine Foundation and the [Sponsoring Organization]

Award #: [Award Number]

This contract is entered into by and between the [Sponsoring Organization], of [City, State] (“Awardee”) and the **American Academy of Sleep Medicine Foundation** (hereafter referred to as the “AASM Foundation”), a not-for-profit corporation incorporated in the State of Minnesota and legally doing business in the State of Illinois.

Awardee and the AASM Foundation agree as follows:

1. General Provisions

The Awardee hereby agrees to make and enter into this 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 Awardee-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 Awardee and the AASM 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 Awardee, warrant and guarantee that he, she, or they have been duly authorized by the Awardee to execute this contract on its behalf and to validly and legally bind the Awardee to all of its terms, conditions and provisions.

2. Term

The term of performance under this contract shall commence as of the date of the last signature of the parties and shall terminate as of one year following the date of the last signature of the parties unless extended by mutual written agreement. In the event the Awardee completes the work under this contract prior to the end of the term, Awardee will be entitled to the full compensation outlined in Section 23 of this contract, in which case this contract will terminate when the Awardee has submitted all materials and reports to the AASM Foundation and all payment obligations have been met.

3. Specific Aims

Under this contract, the Awardee shall conduct a project as outlined in the specific aims of the application submitted titled: “*Insert Project Title*” and on file in the AASM Foundation’s National Office. Awardee will use its reasonable best efforts to conduct this project in accordance with generally accepted 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 AASM Foundation will not pay the Awardee for the performance of different or additional services, work, or products outside of the scope of work in the approved award proposal except pursuant to an amendment of this contract that is executed in compliance with this provision. The Awardee may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this provision.

The Awardee is responsible for the effective management of the project as approved in the 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 AASM 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 work as set forth in the approved application/proposal
- transfer, by contract or other means, of a significant part of the work or substantive programmatic effort, after an award has been made.

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

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

5. Extension Without Additional Funds

The Awardee 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:

- Project 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

Where applicable, federal statutes and regulations, including federal award requirements applicable to funding sources, will apply to this contract.

8. Assurances

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

The Awardee 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 Awardee 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 Awardee, 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 AASM 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 an award from the AASM Foundation creates a legal duty on the part of the Awardee 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.

It is understood by the Awardee that the funds provided by the AASM Foundation are to be used to fund the project for which the applicant applied.

12. Reporting/Deliverables

The Awardee will submit a progress report via email according to the schedule specified below.

6 months from signing of contract	Progress Report
12 months (plus 90 days) from signing of contract	Final Report

The reports must be in a format specified by the AASM Foundation. 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 award funds were spent during the reporting period.

A final report summarizing the entire project must be submitted by the Awardee 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.

Authorized representatives of the AASM 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 Awardee and the premises on which the work is being performed. The Awardee 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 Awardee shall give authorized representatives of the AASM 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 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 Awardee. Resolution of findings will be conveyed by the Awardee in writing to the AASM Foundation within 30 days of notification of findings. A determination by the AASM Foundation of either inadequate or inappropriate resolution of findings may result in sanctions, which will remain in effect until the AASM Foundation determines the deficiencies are properly remedied.

The Awardee 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 Awardee. AASM Foundation support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The Awardee shall not represent to respondents that such data are being collected for or in association with the AASM Foundation without the specific written approval of the AASM Foundation or such data collection plan or instrument. However, this provision is not intended to preclude mention of the AASM 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 Awardee will ensure that research subjects' identities will be protected through the withholding of names and other individual identifying characteristics from persons not engaged in the research. The Awardee 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 Health Insurance Portability and Accountability Act of 1996 (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 Awardee agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Awardee 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 AASM Foundation funds for use in a specific project should remain for use for the duration of the project. The Awardee will assure that for each purchase of equipment with AASM Foundation funds, it is necessary for the project and activity supported by the contract and is not otherwise reasonably available and accessible.

16. Subcontracting

The Awardee 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 AASM Foundation and subject to such provision as the AASM Foundation may deem necessary. Subcontracts shall be subject to the requirements of this contract. The Awardee 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 AASM Foundation and the Awardee; nor shall the Awardee, its employees, agents or representatives be considered employees, agents or representatives of the AASM Foundation.

The Awardee 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 Awardee or other persons, while engaged in the performance of any work or services required by the Awardee in fulfillment of the work outlined in this contract, shall have no contractual relationship with the AASM Foundation and shall not be considered employees of the AASM 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 Awardee, its officers, agents, contractors, or employees shall in no way be the responsibility of the AASM Foundation.

18. Conflict of Interest

The Awardee assures that any and all project personnel 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 work funded by the AASM Foundation. Disclosures should be directed to the AASM Foundation and will be reviewed and evaluated by the AASM Foundation Board of Directors. The AASM 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 Awardee is responsible for the protection of the rights and welfare of human subjects involved in any and all activities supported by the AASM Foundation. Awardee 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 AASM Foundation reserves the right to terminate or cancel a contract, in whole or in part, at any time prior to its expiration under the following guidelines:

- A. When the Awardee has materially failed to comply with the terms and conditions of the contract or when the AASM Foundation has other reasonable cause.
- B. When the Awardee and the AASM Foundation mutually agree to do so.
- C. When the Awardee provides written notice to the AASM 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 Awardee has failed to provide the final report and/or abandoned the project before its completion.

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

21. Acknowledgement of AASM Foundation

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

22. Dissemination of Project Results

When 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 AASM Foundation along with other identifying information. In addition, an acknowledgement of the AASM 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 Academy of 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 Academy of Sleep Medicine Foundation.”

23. Funding and Method of Payment

The AASM Foundation will provide funds in the amount of \$xxx,xxx.xx in totality to Awardee in two separate installments as follows:

- 1) First payment of \$xxx,xxx.xx in the form of a cash advance upon receipt of a signed contract.
- 2) The final payment of \$xx,xxx.xx will be remitted upon receipt and approval of the final report, which must include summary of the entire project (see Section 12, Reporting/Deliverables).

Checks will be made to: **[Sponsoring Organization]** and mailed to:

[Insert Address Line 1]
[Insert Address Line 2]
[Insert Address Line 3]

This contract is contingent upon the availability of funding for the project and term outlined above. The Awardee will have no right of action against the AASM Foundation in the event that the AASM 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. Contract Closeout

Closeout is the process by which the AASM Foundation determines that all applicable administrative actions and all required work of the contract have been completed. 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 contract have been met.

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

<hr/> <p>Printed name of authorized signature for Awardee</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>Steve Van Hout, Executive Director</p> <hr/> <p>Printed name of authorized signature for the AASM Foundation</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>
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