



Grant Contract

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

Grant #: [Grant Number]

This contract is entered into by and between the [Sponsoring Organization], of [City, State] (“Grantee”) 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.

Grantee and the AASM Foundation agree as follows:

1. General Provisions

The Grantee hereby agrees to make and enter into this Grant 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, authorized signatures, General Provisions, with detailed Special Provisions, budget(s) and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement between the Grantee 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 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

This contract shall be effective as of the date of the last signature of the parties. The term of performance under this contract shall be July 1, YEAR through June 30, YEAR. This contract will terminate when Grantee has submitted all materials and reports to the AASM Foundation and all payment obligations have been met.

3. Acceptance of Grant

Under this contract, Grantee accepts the grant as outlined in the approved application included as Exhibit A of the contract and on file in the AASM Foundation’s National Office. The funds for this grant will be used for a sleep medicine fellowship position in an Accreditation Council for Graduate Medical Education accredited program starting in FY YEAR.

4. Amendments

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

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

5. 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.

6. Applicable Laws & Standards

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

7. Assurances

The Grantee is responsible for submitting to the AASM Foundation the name of the sleep medicine fellow (“individual”) being supported by this grant. The Grantee shall provide a completed W-9 form upon execution of this contract.

The Grantee is responsible for providing written notification to the AASM Foundation of any continuous absence of the individual sponsored by this grant in excess of eight weeks (e.g., parental, caregiver, or medical leave).

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

8. 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 grant. 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.

9. Allowable Costs

The only allowable cost is that of the sleep medicine fellowship position being sponsored as outlined in the detailed budget approved for the grant funds (Exhibit B).

10. Other Sources of Funding

It is understood by the Grantee that the funds provided by the AASM Foundation are to be used to fund a sleep medicine fellowship position for which the Grantee applied and that there is no budgetary overlap with any external funds received to fully fund the position.

Additionally, if the Grantee secures additional funds, regardless of the administering source, for any aspects of the position that is being funded by the AASM Foundation, the Grantee must notify the AASM Foundation detailing how the AASM Foundation funds and the funds from the new funding source do not represent a duplication of funding. Failure to adhere to this section represents material breach of contract and may result in termination.

11. Terms & Conditions of Payment

The acceptance of an grant from the AASM 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. Full payment will be made after execution of the contract.

12. Reporting/Deliverables

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

6 months from start of term of performance (Date)	Progress Report
12 months (plus 90 days) from end of term of performance (Date)	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 Appendix A in addition to an accounting of how grant funds were spent during the reporting period.

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

Any citations given to the sleep medicine fellowship program by the Accreditation Council for Graduate Medical Education will be conveyed in writing by the Grantee to the AASM Foundation. Resolution of these citations will be conveyed by the Grantee in writing to the AASM Foundation within 30 days of notification. A determination by the AASM Foundation of either inadequate or inappropriate resolution of citations may result in termination of the grant and/or sanctions, which will remain in effect until the AASM 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. Status

It is agreed that nothing contained in this contract, including the payment provisions for the full term or any portion 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 Grantee; nor shall the Grantee, its employees, agents or representatives be considered employees, agents or representatives of the AASM Foundation.

The Grantee represents that it has, or will secure at its own expense, the individual for the sleep medicine fellowship position as outlined in this contract. Such individual 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 Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the AASM Foundation.

14. 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 Grantee 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 Grantee and the AASM Foundation mutually agree to do so.
- C. When the Grantee 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 Grantee has failed to provide the final report and/or abandoned the grant.

Following termination, contract closeout procedures will be initiated. Grantee must furnish to AASM Foundation all reports of work completed, or in progress, through the date of termination. Grantee will be required to return any unused funds to the AASM Foundation. The AASM Foundation reserves the right to audit an accounting of the grant at anytime.

15. Acknowledgement of AASM Foundation

Grantee must acknowledge AASM Foundation funding at all programs and in all promotional efforts as follows: “This sleep medicine fellowship position was made possible by a grant from the American Academy of Sleep Medicine Foundation.”

16. Funding and Method of Payment

The AASM Foundation will provide funds in the amount of \$xxx,xxx.xx in totality to Grantee in one installment. Exhibit B includes the detailed budget approved for the grant funds.

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 grant and term outlined above. The Grantee 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.

17. 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 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.

_____	Sherene Thomas, Assistant Executive Director
Printed name of authorized signature for Grantee	Printed name of authorized signature for the AASM Foundation
_____	_____
Signature	Signature
_____	_____
Date	Date