

FAMRI Grant Agreement

GRANT AGREEMENT

This Grant Agreement, by and between Flight Attendant Medical Research Institute, Inc. (“FAMRI”), _____ (“Grantee Institution”), and _____ (“Principal Investigator”), sets forth the terms of the three year grant in the amount of \$ _____ (the “Grant”) to Grantee Institution to cover the period July 1, 20__ to June 30, 20___. The purpose of the Grant is to support the Research Project of Principal Investigator to research _____ (the “Research Project”). The Grant will be considered approved only after final execution of this document by all parties concerned, and is subject to the following non-negotiable terms and conditions:

I. Program and Administrative Requirements

1. The Grant is to be used by the Grantee Institution in accordance with the Grant Agreement and may not be used for any other purpose or program of the Grantee Institution without the prior written approval of FAMRI.
2. Advance notice of all major meetings, seminars and workshops relating to this project must be provided to FAMRI.
3. This Grant Agreement with no changes must be executed by the Grantee Institution and the Principal Investigator and returned to FAMRI within thirty (30) days of its mailing by FAMRI to the Grantee Institution and Principal Investigator. If it is not received, in fully executed form with no changes of any kind, by that day, the Grant is null and void and FAMRI shall have no further obligation to the Grantee Institution or the Principal Investigator.
4. The Grantee Institution will notify FAMRI promptly of any material changes in the program, project, activity, or reports required or supported by the Grant, including, but not limited to, the budget, expenditures, objectives, key personnel, schedule, or other circumstances that might affect any purpose or intended outcome of the Grant.

I. Extension of the Grant Period

FAMRI may allow no-cost extensions of up to twelve months with prior written permission.

II. Payment of Grant Funds

FAMRI plans to pay the Grant according to the following schedule, subject to timely compliance with the terms and conditions set forth herein and the continuing availability of funds to FAMRI for grant-making purposes, and subject to timely submission of reports that are accepted by FAMRI, in FAMRI’s sole discretion.

FAMRI Grant Agreement

Amount	Date	Period Covered by Payment
\$ _____	Upon receipt of the fully executed Grant Agreement	July 1, 20__ to June 30, 20__
\$ _____	July 1, 20__	July 1, 20__ to June 30, 20__
\$ _____	July 1, 20__	July 1, 20__ to June 30, 20__

III. Expenditure of Grant Funds

1. The grant funds are restricted to the uses as described above and are to be used in accordance with the approved budget.
2. If the approved budget involves charging indirect costs as a percent of direct program costs, the indirect rate should be applied to actual expenditures for each grant period.
3. All earnings on the investment of the Grant interest and other income earned on the investment of the Grant from the time of the award to expenditure is to be used only for the purposes described in the Grant Documentation.
4. Budget revisions of \$10,000 or more and/or any significant changes in the original program plan must be reported and approved in writing in advance by FAMRI.

IV. Reporting and Record Keeping Requirements

1. The reporting process for the Grant will be in accordance with the following schedule, assuming there has been compliance with the terms and conditions set forth herein. FAMRI's grants' consultant, American Institute of Biological Sciences (AIBS), or another organization or individual designated by FAMRI, will notify the Grantee about the report as described in the schedule. Please note: Payments will not be made without a report to FAMRI and all reports must be accepted by FAMRI, in FAMRI's sole discretion, before payments will be made. Requests for extension of the reporting deadlines must be submitted in writing.

(For YCSAs only) Renewals of Young Clinical Scientist Awards are not automatic and require the submission of an application that may be subject to peer review. Should the renewal be made, the same terms and conditions of this contract apply.

Report	Date Due	Period Covered by Report
Summary of Research Project in Lay Terms	Abstract received with Application	N/A
Interim [First Year Report]	April 1, 20__	July 1, 20__ to March 31, 20__
Interim [Second Year Report]	April 1, 20__	April 1, 20__ to March 31, 20__
Final [Third Year Report]	June 30, 20__	April 1, 20__ to June 30, 20__

FAMRI Grant Agreement

The **Summary of Research Project**, should consist of a description, in terms that a lay reader can understand, in addition to the scientific description, if applicable, of the overall goal of the Research Project (the hypothesis), what will be attempted (specific aims), how it will be accomplished (methodology), and its importance in fighting diseases caused by tobacco smoke. The summary may be used in future publications or news releases by FAMRI.

The **Interim and Final Reports** should contain the following:

- a. Narrative and description of accomplishments, challenges and future plans of the funded project;
- b. Assessment of the project to date with any changes in the original plan suggested by these experiences;
- c. A detailed financial report, accurate and complete, signed by the appropriate financial officer of the Grantee Institution. The financial report can be sent at the close of the Institution's fiscal year as long as it is delivered to FAMRI within 120 days following the end of such fiscal year. The accounting should include a detailed comparison of actual expenses to the approved line-item budget, as well as an explanation for any overages and/or unspent funds and a revised budget and budget narrative for the following year, where appropriate. Please note: if the approved budget involves charging indirect costs as a percent of direct program costs, the indirect rate should be applied to actual expenditures during each period covered by the report;
- d. Reprints of any published articles or articles in the press should be included with each narrative progress report, and all publications should be immediately brought to the attention of FAMRI.

2. Financial Administration and Record Keeping.

- a. The Grantee Institution is responsible for administration of the grant funds in accordance with acceptable policies and procedures for sponsored project accounting and in accordance with the terms of the Grant Agreement.
- b. The Grantee Institution must maintain a separate financial account, available for audit, as well as complete books and records of revenues and expenditures relating to the Grant, together with appropriate supporting documentation. Records on the Grant must be kept for at least three (3) years after the Termination Date or once the audit is completed or 990 filed whichever date is later.

V. *Human Subjects, Radiation Safety and Environmental Health Issues*

All research conducted as part of this Grant involving human subjects shall follow Public Health Service guidelines (or its equivalent in non-US institutions) and shall have the approval of the appropriate Institutional Review Boards (IRB) (or foreign equivalent) prior to the start of the Research Project. The IRB (or foreign equivalent) approval must be maintained and be in effect throughout the Research Project. All research shall be performed in accordance with all relevant institutional and federal policies and guidelines relating to human subject protection, radiation and environmental health and safety (or foreign equivalent).

VI. *Patents, Licensing, and Copyrights*

If any idea conceived and reduced to practice as a consequence of the Grant results in material subject to patent or copyright, the disposition of any such rights, and income derived therefrom, shall be subject to the policies and procedures of the Grantee Institution. Grantee Institution hereby grants FAMRI a worldwide, royalty-free, non-exclusive, irrevocable and non-commercial license to use such copyrighted or patented materials for non-commercial purposes that further FAMRI's mission. FAMRI reserves the right to direct that a percentage of royalties pursuant to Grantee Institution's intellectual property guidelines be used to further FAMRI's mission.

FAMRI Grant Agreement

VII. Publicity and Acknowledgment

1. All publications (as well as posters and/or abstracts at scientific meetings) reporting work funded by the Grant shall acknowledge that support in writing: “This work was supported by the Flight Attendant Medical Research Institute (FAMRI).”
2. Acknowledgment for the Grant shall include use of the complete name, “Flight Attendant Medical Research Institute (FAMRI),” in any public documents pertaining to the Grant.
3. FAMRI reserves the right to include information relating to the Grant in FAMRI’s periodic reports, newsletters or news releases or in any other materials issued by or on behalf of FAMRI.

IX. Public Announcement

1. FAMRI reserves the right to announce the Grant publicly in a manner and at a time of its choosing.
2. FAMRI will work with the Grantee Institution to design a strategy for announcing the Grant and develop a press release, which must conform to the following guidelines:
 - a. Flight Attendant Medical Research Institute (FAMRI) shall be named in the first paragraph, and provision shall be made in the release for a quote from FAMRI’s Chairman, or another representative of FAMRI as designated by the Chairman.

If there are other funders of the project cited in the release, the amount(s) of their investment(s) also shall be stated.
 - b. The following description of FAMRI shall be included in the announcement:

“The mission of the Flight Attendant Medical Research Institute is to sponsor scientific and medical research for the early detection, prevention, treatment and cure of diseases and medical conditions caused from exposure to tobacco smoke and to ensure that health care providers ask the right questions of their patients about second hand tobacco smoke exposure.”
3. The final version of the news release or any other form of announcement, and its release date, must be reviewed and approved by FAMRI before the Grant is made public in any way except for internal reporting required by the Grantee Institution.

X. Tax Exempt and Organizational Status

1. The Grantee Institution certifies that it has provided FAMRI with copies of all current determination letters from the Internal Revenue Service (“Determination Letters”) and that there have not been any changes to the information contained in the Determination Letters that would affect their validity. The Grantee Institution certifies that there are no issues presently pending before any office of the Internal Revenue Service that could result in any change to the determination contained in the Determination Letters and that it has no knowledge of such issues that could result in any such change.
2. FAMRI is making the Grant in reliance on the statements in the Determination Letters that Grantee Institution is exempt from federal income taxation and that it is not a private foundation as defined in Section 509(a) of the Code. Accordingly, Grantee Institution agrees to notify FAMRI immediately in writing of any changes to its tax-exempt status, its status as a publicly supported organization or of any change to the information contained in the Determination Letters or to information submitted to the Internal Revenue Service in support of such Determination Letters.
3. No part of the Grant will be used for a purpose that is not specified in Section 170(c)(2)(B) of the Internal Revenue Code, and no part of the Grant will be used for any political lobbying activity.
4. If Grantee Institution is organized under the laws of a country other than the United States, it agrees to provide to FAMRI any and all documentation that FAMRI may require to ensure that the Grant shall be a “qualified distribution” under Internal Revenue Service laws and regulations, including but not

FAMRI Grant Agreement

limited to a current affidavit from Grantee Institution or an opinion of qualified legal counsel stating the facts and circumstances of Grantee Institution's organization and activities and certifying that the Grant shall be a "qualified distribution".

5. The Grantee Institution further certifies to FAMRI that it is a legal entity in good standing under the laws of the state or nation in which it is organized, shall maintain that good standing status throughout the term of the Grant and has no knowledge of any reason why its good standing could be challenged or in jeopardy at this time or in the future.

XI. Funds from Tobacco-Related Entities

The Principal Investigator and the applying school of the Grantee Institution agree that it, he or she, and any person who works on Principal Investigator's research or administrative staff, shall not accept any grant, consultancy fees or other gifts of value from any tobacco manufacturer, distributor, or other tobacco-related entity and will not work as a paid or unpaid consultant for any tobacco company for the duration of the FAMRI grant. The Grantee Institution confirms that it does not permit smoking within its Institution and it endorses smoke-free environments.

XII. Conditions Necessitating a Refund to FAMRI or Withholding of Grant Funds

If any of the following circumstances occur, FAMRI may, at its discretion, in addition to other remedies available to it, require that Grantee Institution immediately repay the full amount of the Grant funds which were unspent as of the date of the occurrence, and FAMRI shall have no further obligation to distribute any unpaid portion of the Grant to the Grantee Institution:

1. The purpose of the Grant has been fully completed prior to the time that all funds in the Grant have been expended or the period of time indicated in the Grant Agreement for the completion of the purpose of the Grant has expired (without being extended with the consent of FAMRI). Any carry-over of funds should require a formal extension.
2. The Grantee Institution is no longer exempt from federal taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code or becomes a private foundation as defined in Section 509(a) of the Code.
3. The Grantee Institution, for any reason, becomes unable to carry out the purpose of the Grant stated in the Grant Agreement, or otherwise violates the terms of the Grant Agreement.
4. Any party named in this Agreement accepts a grant, serves as a consultant, or accepts other gifts of value from a tobacco manufacturer, distributor, or other tobacco-related entity for the duration of the FAMRI grant.
5. The Principal Investigator is no longer employed by, or associated or affiliated with, the Grantee Institution, or announces that he/she will no longer undertake the Research Project at the Grantee Institution, in which event the Grant Institution shall suspend all work under the Grant until FAMRI has made an independent determination of any future expenditure of funds under the Grants, and any revision of the Grant, including reversion of unobligated amounts to FAMRI.

The Grantee Institution agrees to notify FAMRI immediately upon the occurrence of any of the circumstances mentioned above.

XIII. Collaboration

All grantees (YCSA, CIA, Distinguished Professors and Centers of Excellence investigators) are encouraged to collaborate with fellow grantees and may be required to participate periodically in FAMRI's collaborative efforts.

FAMRI Grant Agreement

XIV. Notice

Any notice required by this Agreement shall be in writing and shall be sent to the following addresses:

Notice to FAMRI:

Flight Attendant Medical Research Institute
ATTN: Elizabeth Kress, Executive Director
Miami Center, Suite 1310
201 South Biscayne Boulevard
Miami, Florida 33131

Notice to Grantee Institution and/or Principal Investigator:

Grantee Institution:

Principal Investigator:

Notice may be sent by U.S. Postal Service, registered with return receipt requested, or by overnight courier with signature required, or by a reputable messenger service that delivers a receipt. Any such notice shall be effective on receipt.

XV. No Assignment or Delegation

The Grantee Institution may not assign or otherwise transfer any of its rights or delegate any of its obligations under the Grant Agreement or with respect to the Grant without FAMRI's prior written permission.

XVI. Indemnification

To the extent permitted by law, the Grantee Institution agrees to hold FAMRI and its employees and trustees/directors harmless from and indemnify them for any and all losses, expenses and/or attorney fees and costs, including any appeals, incurred as a result of claims against them arising out of the funded proposal.

XVII. Independence of Parties

The parties agree that all of their relationships, including but not limited to the granting or payment of the subject award is not a joint venture, partnership or any other form of business association between the parties. FAMRI agrees that the Grantee Institution is an independent organization over which FAMRI has no control or right of control. The parties further agree that the research to be performed is independent research over which FAMRI has no control or right of control, other than to require that the agreed to grant be completed.

XVIII. Authorizations

The signers of this Agreement represent and warrant to FAMRI, without reservation, that they have full and complete authority to commit and obligate the Grantee Institution and the Principal Investigator, as the case

FAMRI Grant Agreement

may be, to all of the terms and conditions of this Agreement and that there exists no understanding, law, regulation or other restriction on their ability to do so and on the abilities of them or their organizations to comply in all respects with each and every term and condition of this Agreement.

XIX. General

Governing law for this Agreement shall be determined by a court of competent jurisdiction, applying appropriate choice of law principles. Upon bankruptcy of Grantee Institution, or any effort to attach or claim any or all of the proceeds of the Grant, any remaining funds held by Grantee Institution under the Grant immediately shall revert to and become the property of FAMRI. This Agreement is the entire agreement of the parties regarding the Grant. No other oral or written understandings exist. The Agreement may be modified only in a writing that is fully executed by both parties. Award of the Grant and any and all communications between the Principal Investigator, the Grantee Institution, FAMRI and others shall not constitute any implied or actual promise of future funding by FAMRI for any work of the Principal Investigator or the Grantee Institution. Principal Investigator and Grantee Institution shall not do anything in reliance on future funding unless and until they receive and execute a written grant agreement from FAMRI that provides for such funding.