



American Academy of Optometry and
American Academy of Optometry Foundation
Award Agreement

1. BACKGROUND

The American Academy of Optometry (AAO) and the American Academy of Optometry Foundation (AAOF), hereinafter collectively “the ACADEMY,” provide awards or distributions (monetary and otherwise) in the name of a principal investigator hereinafter “AWARDEE”, to an institution, hereinafter “INSTITUTION”, based on or for the purposes of research.

2. AIM

The ACADEMY desires to foster research but requires the appropriate assurances that research is completed in accordance with applicable laws, rules regulations and academic standards. This “Agreement” establishes basic principles surrounding all research activities an AWARDEE conducts under or in association with research-based funds provided by the ACADEMY (e.g., Career Development Award, Clinical Research Award, etc.). This agreement does not apply to merit-based awards based on previous research activities (e.g., Ezell Fellowships).

3. PARTIES

This Agreement is made and entered into by and between the ACADEMY with offices at 2909 Fairgreen Street, Orlando, Florida 32803, AWARDEE by the name of _____, and INSTITUTION _____, an educational institution with an office located at _____.

Now therefore, in consideration of the premises and the mutual promises and covenants expressed herein, the ACADEMY, INSTITUTION, and AWARDEE agree as follows:

4. PERFORMANCE OF RESEARCH

ACADEMY expects AWARDEE to fulfill the work as described in the application for award (hereinafter “RESEARCH”). ACADEMY assumes no responsibilities or liability related to the conduct, grant administration, and research compliance related to the implementation of this award. ACADEMY, AWARDEE, and INSTITUTION represent, to the best of their knowledge, that they are under no agreement or obligation to any third party that would prevent them from performing the work specified in the application, nor is inconsistent with any provision of this Agreement. If there are any anticipated significant deviations (at least 3 months) from the RESEARCH being completed within the timeline as originally proposed, INSTITUTION must obtain approval in writing from ACADEMY.

AWARDEE and INSTITUTION agree to perform RESEARCH in accordance with the terms and conditions of this Agreement. In the event that AWARDEE uses sub-investigators, research coordinators, or contractors to perform RESEARCH under this Agreement, INSTITUTION shall be responsible for ensuring the compliance of such individuals with the terms of this Agreement and shall be liable for any breach of the Agreement by such individuals.

AWARDEE and INSTITUTION shall ensure that any RESEARCH associated staff are trained in the proper performance of the protocol, safety and reporting requirements, and any other applicable guidelines relevant to the performance of the RESEARCH. This may include but are not limited to the following as INSTITUTION requires, such as Good Clinical Practice (GCP) training, animal use and care training, HIPAA compliance, etc. INSTITUTION should have standard operating policies related to legal and regulatory compliance, and these must be available in electronic format to ACADEMY upon request.

5. DELEGATION OF INVESTIGATOR DUTIES

AWARDEE shall supervise all work to be performed under the terms of this Agreement and may not delegate this duty. He/she may, however, delegate other duties to qualified personnel per the RESEARCH protocol and regulatory requirements. INSTITUTION may not replace AWARDEE or substantially reduce his/her role in the RESEARCH without ACADEMY's prior written approval. If AWARDEE is to be temporarily absent from INSTITUTION for more than 90 days, INSTITUTION will work with AWARDEE if possible, to designate a sub-investigator to temporarily supervise the RESEARCH on the AWARDEE's behalf. If AWARDEE is, or will be, absent for more than 90 days, ACADEMY may terminate this Agreement in accordance with the Termination section below if INSTITUTION and ACADEMY cannot agree on a suitable replacement within a 30-day period.

In the event that AWARDEE becomes no longer affiliated with INSTITUTION, INSTITUTION or AWARDEE shall provide written notice to ACADEMY within ten (10) days of such departure. If the parties cannot agree on the selection of a new principal investigator within thirty (30) days of AWARDEE's departure ACADEMY may terminate the Agreement in accordance with Section 6.

6. TERM AND TERMINATION

- A. Term. The term of this Agreement shall begin on _____ (the "Effective Date") and shall end one year from that date unless terminated sooner according to the terms of Section 6.B. The parties agree that the term may be extended by mutual written agreement.

- B. Termination. This Agreement may be terminated by either party at any time in the exercise of its sole discretion upon thirty (30) days prior written notice to the other party. This Agreement may be terminated immediately if either party determines subject safety may be at issue should RESEARCH be continued. Upon receipt of such notice from ACADEMY or notification to ACADEMY, AWARDEE agrees to promptly terminate conduct of RESEARCH to the extent medically permissible. In the event of termination hereunder by ACADEMY, the total sums payable by ACADEMY pursuant to this Agreement shall be equitably prorated for actual work properly performed to the date of termination, with any unexpended funds previously paid by ACADEMY to INSTITUTION being refunded to ACADEMY within sixty (60) days of termination of RESEARCH.

7. OWNERSHIP OF DATA, CONFIDENTIALITY, PATENTS, PUBLICATION, AND REGISTRATION

- A. Ownership. AWARDDEE shall own all data arising out of the RESEARCH. AWARDDEE is encouraged to make RESEARCH data open access to the extent feasible, practical, and useful.
- B. Confidentiality. AWARDDEE and INSTITUTION shall make best effort to not disclose confidential information to the ACADEMY. Likewise, the ACADEMY will make best efforts to not disclose any confidential information of the AWARDDEE or INSTITUTION, nor provide any confidential information.
- C. Publication. AWARDDEE is free to present and publish results of RESEARCH in accordance with INSTITUTION policies and best-practices. AWARDDEE is highly encouraged to try to publish RESEARCH results in *Optometry and Vision Science*, the journal of the ACADEMY.
- D. Registration and Related Information. AWARDDEE will register as deemed appropriate any clinical trial and/or post-RESEARCH results as deemed necessary by INSTITUTION policy and applicable law. Registration will typically be to the National Library of Medicine's (NLM) web site at www.clinicaltrials.gov. ACADEMY will post the following minimum information: description, recruitment, location & contact, and necessary administrative and tracking information.
- E. Retention. If the scope of this contract includes the collection of data, data will be retained by AWARDDEE in agreement with INSTITUTION policy. If INSTITUTION policy does not specify, data will be kept for a minimum of 7 years.
- F. Intellectual Property. AWARDDEE shall own intellectual property rights arising from its performance of the RESEARCH in accordance with INSTITUTION policy. ACADEMY does not claim and hereby releases any rights associated with the RESEARCH or its outcome, directly or indirectly. No right or license is granted to any party to any background intellectual property used in the RESEARCH and/or owned by another party.

8. REPORTING

- A. Financial Reporting. The AWARDDEE must, upon written notice, make accounting records of disbursements made from the RESEARCH funds available to the ACADEMY within sixty (60) days of any request using the United States Dollar as currency.
- B. Scientific Reporting. The AWARDDEE must, upon written notice, provide a report of the scientific progress of the RESEARCH. In multi-year awards, annual progress reports should be provided electronically to the ACADEMY yearly by the month and day specified in the Signature section of this document. In a single-year award, or the last year of a multi-year award, scientific progress must be electronically provided in written format within 60 days of the termination date.

9. COMPLIANCE WITH APPLICABLE LAWS

- A. Research Compliance. AWARDDEE shall perform the research in compliance with all INSTITUTION policies, and applicable state and federal laws and regulations. ACADEMY assumes no responsibility for AWARDDEE's performance of the RESEARCH. INSTITUTION and AWARDDEE agrees to conduct RESEARCH and maintain records and data during and after the term of this Agreement in compliance with all applicable legal and regulatory requirements, including

without limitation, any applicable requirements of the Food and Drug Administration.

- B. Privacy Regulations. If RESEARCH utilizes human subjects, the parties agree that INSTITUTION's use and disclosure of RESEARCH subject health and medical information is subject to compliance with applicable state and federal privacy and security laws and regulations. The parties, therefore, agree to take reasonable steps to protect the confidentiality of any RESEARCH subject health and medical information that it has access to and comply with applicable state and federal privacy laws. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.
- C. Noncompliance. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement in accordance with the Termination section of this Agreement.

10. LIABILITY

The Parties agree that they shall be responsible for their own acts and omissions to the extent permitted by applicable law.

11. INSURANCE

INSTITUTION shall secure and maintain in full force and effect through the performance of the RESEARCH (and following termination of the RESEARCH to cover any claims arising from the RESEARCH) insurance coverage for: (i) medical professional and/or medical malpractice liability; (ii) general liability; and (iii) workers' compensation, each such insurance coverage in amounts appropriate to the conduct of AWARDEE's business activities and the services contemplated by the RESEARCH.

12. DEBARMENT/FINANCIAL DISCLOSURE AND CONFLICT OF INTEREST

Debarment/Financial Disclosure and Conflicts of Interest: INSTITUTION shall not knowingly employ, contract with or retain any person directly or indirectly to perform services under this Agreement if such a person is:

- (i) excluded from a Federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities at <http://www.oig.hhs.gov/Fraud/exclusions/listofexcluded.html>);
- (ii) debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at http://www.fda.gov/ora/compliance_ref/debar/); or (iii) excluded from contracting with the federal government (see the Excluded Parties Listing System at <http://epls.arnet.gov>). Upon written request from ACADEMY, INSTITUTION shall, within ten days, provide written confirmation that it has complied with the foregoing obligation.

13. PAYMENT

The compensation to be paid by ACADEMY for the RESEARCH shall be contained in a notice of award to AWARDEE. Payment will be made directly to INSTITUTION on AWARDEE's behalf in one single installment for single year awards, and annually in equal installments for multiple year awards.

14. EQUIPMENT

Any equipment provided by ACADEMY, or purchased through funds provided by ACADEMY, to the AWARDEE, in accordance with this Agreement, hereto, shall be retained by the AWARDEE's use at INSTITUTION in alignment with INSTITUTION policies upon completion of the Research. Any tax liability for this equipment will be the responsibility of the AWARDEE in agreement with INSTITUTION policy.

15. INDEPENDENT CONTRACTOR

AWARDEE is acting in the capacity of independent contractor hereunder and not as employee or agent of ACADEMY. The parties will make no claim against the other for compensation, vacation pay, sick leave, retirement benefits, social security benefits, workers' compensation, disability or unemployment benefits or employee benefits of any kind.

16. PUBLICITY

AWARDEE and INSTITUTION acknowledges that their names may be used by the ACADEMY in publication of the award. AWARDEE should specify funding was provided by the ACADEMY for the RESEARCH in written or oral reports, but that the work or its results is not sponsored or condoned by the ACADEMY directly.

17. NOTICE

Any notices given hereunder shall be deposited in the United States mail, postage prepaid, personally delivered or recognized courier service, to the addresses of the ACADEMY, INSTITUTION, and AWARDEE specified in the Signature section of this Agreement below.

18. FORCE MAJEURE

If the performance of this Agreement by INSTITUTION or ACADEMY is prevented, restricted, interfered with or delayed, (either totally or in part) by reason of any cause beyond the reasonable control of the parties (such as acts of God, explosion, disease, weather, war, terrorism, insurrection, civil strike, riots or power failure), the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed. For purposes of this section, a lack of funds shall not be considered a cause beyond the reasonable control of the parties.

19. AGREEMENT MODIFICATIONS

This Agreement may not be altered, amended or modified except by written document signed by all parties hereto. Any material project change in the RESEARCH, or associated budget or timeline requires approval of the ACADEMY.

20. ASSIGNMENT

ACADEMY shall have the right to assign this Agreement to an affiliate of ACADEMY upon prior written notice to INSTITUTION. In all other instances, neither party shall assign its rights or duties under this Agreement to another without prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

21. DISPUTE RESOLUTION

Both parties shall work together in good faith in attempt to resolve any dispute arising under this Agreement. Any dispute or proceeding under this Agreement shall be handled in a court of competent jurisdiction in Orange County, Florida and both parties consent to the jurisdiction of such court. This Agreement shall be governed by the laws of the State of Florida.

22. DISCLOSURE OF FUNDING

The parties may disclose this Agreement in compliance with applicable laws, rules, regulations or INSTITUTION policies.

23. WAIVER AND SEVERABILITY

No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that or of any other provision hereof. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

24. SURVIVAL

The rights and obligations of ACADEMY and AWARDEE, which by intent or meaning have validity beyond termination of this Agreement (including, but not limited to, rights with respect to ownership, patents, confidentiality, and indemnification) shall survive the termination of this Agreement.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each . This Agreement supersedes any prior oral or written agreement or understanding between the parties with respect to the subject matter hereof.

26. AUTHORIZED ARRANGEMENTS

Each signatory to this Agreement personally represents that, to the best of his/her knowledge, he/she has authority to legally bind his/her respective party to this Agreement. The signatories are not otherwise parties to this Agreement, except as elsewhere set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

27. SIGNATURES

<u>INSTITUTION:</u>		
	Name:	
	Title:	
	Email:	
	Organization Name:	
	Phone:	
	Address:	
	Signature:	
	Date:	

<u>ACADEMY:</u>		
	Name:	
	Title:	
	Email:	
	Organization Name:	
	Phone:	
	Address:	
	Signature:	
	Date:	

Read and acknowledged by AWARDEE:

<u>AWARDEE:</u>		
	Name:	
	Title:	
	Email:	
	Phone:	
	Address:	
	Signature:	
	Date:	