

PATS GRANT AND AWARD CONTRACT

This agreement is made this **1st** day of **August 2024** by and between the Pennsylvania Athletic Trainers' Association, Inc., ("PATS, Inc./Grantor") under the laws of the Commonwealth of Pennsylvania and **Investigator Name.**

RECITALS

The following recitals are part of and form the basis of this Agreement:

A. Pursuant to approval of PATS, Inc.'s Executive Board on **June 9, 2024**, PATS, Inc. desires to make a cash grant to Grantee to be used to fund the research project entitled "**Title**" to be performed by **Investigator Name** ("Investigator").

B. PATS, Inc. desires to ensure that Grantee shall use all funds so granted exclusively for the charitable purposes of the grant as set forth in the preceding recital and documented in the grant application submitted for review.

AGREEMENT

NOW, THEREFORE, the parties hereto enter into this Agreement in consideration of and upon the terms and conditions expressed herein:

1. **Cash Grant Subject to this Agreement:** PATS, Inc. agrees to make the following cash grant (the "Grant") to Grantee, which shall be used exclusively for the charitable purposes set forth in Section 2 of this Agreement and which shall be subject to the terms and conditions of said Agreement:

Grant Number:	#001 XXX
Date Approved:	June 9, 2024
Amount:	Five thousand (\$5,000) dollars
Presentation Date:	XXX

2. **Purpose of Grant:** The purpose of this Grant is to fund up to **\$5,000** for the research project entitled "**Title**" to be performed by **Investigator Name** ("Investigator"). The proposed expenditure of these funds is described in greater detail in Grantee's grant application (the "Grant Application").

3. **Maintenance of Separate Account or Fund:** Grantee agrees to maintain all funds received from PATS, Inc. pursuant to the Grant (the "Grant Funds") in a single account so long as any such grant funds remain unexpended. Grantee agrees to maintain a separate record for said account and agrees not to commingle grant funds from said account with any other funds of Grantee. Grantee agrees to submit financial reports in accordance with Section 5 below.

4. **Specific Conditions of Grant:** In consideration of receiving said Grant Funds, Grantee agrees to the following specific terms and conditions:

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- a. all representations contained in the Grant Application are true and accurate and, further, that Grantee agrees to abide by the terms and conditions contained therein.
- b. all Grant Funds must be used exclusively for the purposes as defined in Section 2 of this Agreement;
- c. all Grant Funds must be expended not later than the close of the project;
- d. if a grant agreement previously has been executed covering this Agreement, Grantee represents that Grantee is in compliance with all terms and conditions of said agreement made with PATS, Inc.;
- e. one progress report and a complete final report, in accordance with Section 5 below, shall be submitted;
- f. a record of all receipts and expenditures shall be maintained and made available for inspection at reasonable times upon request by PATS, Inc.;
- g. no Grant Funds shall be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, or to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code");
- h. prepare findings of the research project for presentation to PATS, Inc. at a predetermined location.
- i. no Grant Funds shall be used for indirect costs or expenses;
- j. no Grant Funds shall be used for the development, printing or marketing of textbooks;
- k. the following statement shall be included in any publications or presentations, including journal articles, published abstracts, podium or poster presentations, or other scholarly publications: "This study was (fully or partially) funded by a research grant from the Pennsylvania Athletic Trainers' Association, Inc." In addition, this statement must appear exactly as stated on visual aids, including on any posters or slides, during public presentations of the results of this research project.

Grantee acknowledges that these terms and conditions are essential to the Agreement and that PATS, Inc. would not have signed the Agreement or agreed to make the Grant without Grantee's agreement to said terms and conditions.

- 5. **Reports:** Grantee agrees to provide PATS, Inc. with reports detailing the following:
 - a. the use of the Grant Funds;
 - b. compliance with terms and conditions of the Grant; and
 - c. the progress by Grantee toward achieving the purposes for which the Grant was made

These reports shall include one brief progress report and a final report. The reports will be furnished by the Grantee to PATS, Inc., via the PATS Research Committee Grants Chairperson, no later than **November 1st (progress report) and April 1st (final report) in the year following the award**. The grantee also agrees to respond to ad-hoc requests for information related to items a-c above during the period of performance. The Grantee also agrees to notify PATS, Inc., via the PATS Research Committee Grants Chairperson, of any professional presentations or publications resulting from work supported by this Grant, including the author(s), title, place of presentation/publication, date of presentation/publication, and the volume, issue, and page numbers (if applicable) of the published research results and shall conclude the Grantee's reporting requirements to PATS, Inc. pursuant to this paragraph. Grantee acknowledges that the information contained in said reports may be used by PATS, Inc. to make reports to the Internal Revenue Service and for evaluating and promoting the grants program.

- 6. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the United States of America and the State in which the Principal Investigator(s) and/or Grantee's institution is located.

- 7. **Employment Practices:** The Grantee agrees not to use PATS, Inc. assistance to provide employment for practices or services required in the application. PATS, Inc. is not in a position to monitor the utilization of funds in employment practices and restricts the Grantee from the employment practices of, but not limited to,

recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer rates of pay, training and participation or other forms of compensation and use of facilities.

8. **Nondiscrimination in PATS, Inc. Assisted Projects:**

Hereby agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity in which the Applicant receives assistance from PATS, Inc.

9. **Policy Regarding Use of Human Subjects or Animals in Research:** PATS, Inc. requires that all applicable steps be taken in obtaining appropriate approval for the use of human subjects or animals in research supported by this grant in accordance with state and federal laws governing such use. Grantee agrees that all research will be submitted to, reviewed by, and approved or determined exempt by all appropriate Institutional Review Boards (e.g., principal investigators institution and other institutions as appropriate for multicenter studies) prior to the initiation of any data collection supported by this grant. Documentation of IRB review and approval will be required prior to the release of the initial payment and grantee should be prepared to provide documentation of appropriate IRB approvals to PATS, Inc. upon request. Failure to comply with this requirement may result in loss of funding. Grantee agrees to include a brief statement on IRB approval and the acquisition of informed consent, or approval of its waiver, in any presentations/publications that result from this grant.

10. **Funding Eligibility:** Failure to comply with the terms of this agreement may result in the loss of current funding and the loss of eligibility to be considered for future funding opportunities available through PATS, Inc.

11. **Entire Agreement:** This four (4) page Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by all of the parties to this Agreement.

12. **Conflict:** In the event of any conflict between the terms or conditions of this Agreement and the terms or conditions of any grant contract, other agreement or understanding between the parties relating to the Grant, the terms of this Agreement shall control.

13. **Severability:** If any term or condition of this Agreement is found to be void as against public policy, then said term or condition shall be deleted and the remainder of said Agreement shall remain in full force and effect.

14. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. **Payment:** Grant Funds shall be paid to Grantee at the time of the award announcement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this **1st day of August, 2024.**

Institution: **Institution Name**
By: _____

Pennsylvania Athletic Trainers' Society, Inc.
By: **President Name**

Name and Title of University Official
(Please Print or type)

PATS President

Signature of University Official

Signature of PATS President

Investigator Name

Primary Investigator

Signature

Co-Investigator

Signature