

## **P.A.T.S. SUPPORTED RESEARCH PROGRAM AWARD CONTRACT**

WHEREAS, The Pennsylvania Athletic Trainers' Society, Inc. ("P.A.T.S.") has established a grant program to provide funding for research in athletic training/sports medicine to be known as the P.A.T.S. Supported Research Program Award.

WHEREAS, P.A.T.S. wishes to eliminate any potential legal liability stemming from the award of that P.A.T.S. Supported Research Program Award; and, WHEREAS, P.A.T.S. desires the highest professional standards to be associated with any study it funds in whole or in part.

### **I. Applicant's Responsibility.**

In consideration for the research P.A.T.S. Supported Research Program Award, I, the Applicant, hereby agree that, if selected as the P.A.T.S. Supported Research Program Award recipient, I will:

#### **A. Obtain Informed Consent of Participants in The Project.**

I will inform all potential participants in the study of the full scope of the study and any potential risks associated therewith in accordance with the requirements set forth in Title 45, Part 46 of the Code of Federal Regulations.

**B. Ensure Confidentiality of Patients Records.** I will comply with all requirements of Pennsylvania law relating to the confidentiality of information received from P.A.T.S. Supported Research Program Award participants. Information included in any P.A.T.S. Supported Research Program Award proposal and P.A.T.S. Supported Research Program Award report shall be written in such a way to protect the privacy rights of individual study participants, unless he/she has provided express approval for identification.

**C. Not Discriminate.** I will not discriminate against any person involved in the P.A.T.S. Supported Research Program Award project on the basis of race, color, religion, creed, national origin, ancestry, sex, age (over 40), handicap, or veteran's status.

**D. Restrict The Use Of The P.A.T.S. Supported Research Program Award.** I agree that I will not utilize any portion of the P.A.T.S. Supported Research Program Award for payment of employee wages, compensation or fringe benefits, or for the payment of the services rendered by independent contractors.

**E. Ensure That Subcontractors, Subgrantees or Subleasees Comply.** I will inform all subcontractors, subgrantees or subleasees of these P.A.T.S. Supported Research Program Award restrictions and assure that no subcontractor, subgrantee or subleasee utilizes this P.A.T.S. Supported Research Program Award for purposes for which it could not be utilized by me, the Applicant.

**F. Require Authorization and Consent.** I further agree that I am responsible to obtain, and will obtain any and all approval and consent from the institution by whom I am employed to utilize any time, facilities, materials or any faculty members, or any independent contractors connected

with that institution, which or who are utilized in the course of the project funded in whole or in part by P.A.T.S.

G. **Report and Presentation.** I further agree that the report, which results from my P.A.T.S. Supported Research Program Award, will be submitted to the Research Program Chair in final form on or before March 1, of the year following the grant award. I will present my research findings at the annual meeting in the year following the award, if requested by the Executive Committee.

H. **Request for extension.** All requests for extension will be considered only upon written request. The written request must include an interim report of the project and an updated/revised budget. If approved, an extension may be granted to a maximum of the PATS meeting two years after the initial award (for example if the award was announced in 2012, you were expected to present at the 2013 PATS meeting; if a request is approved, you may be granted an extension to the 2014 PATS meeting.) If the project is not completed by the agreed upon timeframe, the remaining funds will not be distributed.

## II. **P.A.T.S. Responsibilities.**

P.A.T.S. agrees in return for the above promises to:

A. Award to the successful applicant the sum of up to a maximum of \$5,000 to be utilized for research as specified in its P.A.T.S. Supported Research Program Award application in accordance with P.A.T.S. Program Overview.

B. Utilize its best efforts to review any paper submitted to its Research Committee by a successful applicant in a timely fashion.

## III. **Limitations of P.A.T.S. Liability And Indemnification of P.A.T.S.**

It is understood and agreed by both parties that P.A.T.S. has no control over the actual performance of the successful applicant's project, and accepts no liability that may be incurred in the course of the project completion. P.A.T.S.' sole responsibility is the payment of the P.A.T.S. Supported Research Program Award in accordance with the conditions of the project overview and the terms of this Agreement.

Further, the successful applicant agrees to release P.A.T.S., Its' officers, Board, directors and members from any legal liability that may result from receipt of this P.A.T.S. Supported Research Program Award, the completion of the proposal connected with this P.A.T.S. Supported Research Program Award, the P.A.T.S. Supported Research Program Award study, or P.A.T.S. Supported Research Program Award report. The successful applicant also agrees to indemnify P.A.T.S. for any resulting liability or the legal fees and costs connected with defending against such liability.

## IV. **Breach.**

The parties agree that violation of this Agreement by a successful applicant shall result in forfeiture of any remaining P.A.T.S. Supported Research Program Award money and repayment of the original 75% portion of the research grant award up to \$5,000.00 of the P.A.T.S. Supported Research Program Award. The successful applicant shall also pay any

legal costs and fees experienced by P.A.T.S., which result from breach of this Agreement by the successful applicant.

**V. Copyrights, Trademarks and Patents.**

The parties agree and acknowledge that P.A.T.S. accepts no liability for pursuing, paying, or reimbursing any costs for, desired patents or copyrights, which may result from projects funded in whole or in part with any P.A.T.S. Supported Research Program Award. The successful applicant shall retain ownership of any project results. The applicant must acknowledge P.A.T.S. as a funding source in publications and presentations.

**VI. Applicable Laws And Venue.**

This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania, and venue shall rest with the Court of Common Pleas of Dauphin County, Pennsylvania.

**VII. Total Agreement.**

This Agreement contains all of the terms of the parties Agreement and cannot be modified or changed unless both parties agree in writing. The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties.

**PLEASE READ CAREFULLY.  
THIS AGREEMENT INCLUDES A RELEASE.**

Executed the \_\_\_\_\_ day of \_\_\_\_\_.

**SIGNATURES**

PRINCIPLE INVESTIGATOR \_\_\_\_\_ DATE \_\_\_\_\_

INSTITUTIONAL OFFICIAL \_\_\_\_\_ DATE \_\_\_\_\_  
(DEPARTMENT CHAIR, DEAN, OR DESIGNEE)

P.A.T.S. OFFICIAL \_\_\_\_\_ DATE \_\_\_\_\_