



## **ACVO Vision for Animals Foundation**

### **ACVO Vision for Animals (VAF)**

#### **Funding Terms of Agreement -- SAMPLE**

The following are the standard terms and condition applied by the ACVO Vision for Animals Foundation (VAF) on all sponsored research activities. It is the responsibility of the recipient to administer the award pursuant to this Agreement. The recipient will comply with all applicable laws, rules, regulations, and policies.

Recipient Name: (Name)

Grant Number: VAF2014-01

Project Title: (Title)

Award Amount: \$ (amount)

Project Start Date: (Date)

Project Completion Date: (Date)

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As a condition of receiving this award, the recipient agrees to the following terms and conditions:

Funding will begin on the official award start date and upon completion of all required documentation. VAF award funds may be used only to pay for expenses incurred during the period of the award and only for expenses incurred performing work on the funded project. The award is not to be used to fund overhead or other administrative expenses. The VAF will review the progress of recipient's work annually, and the recipient is expected to present the research findings in the form of a paper or poster at the ACVO annual conference upon completion of work but no later than two years following receipt of funds.

In the event that the recipient fails to comply with the terms and conditions of this Agreement, the VAF may in its reasonable discretion terminate the Agreement, at which time the recipient must relinquish the award and return unused funds.

#### **PUBLICATION POLICY**

The recipient will retain the right to publish and disseminate all work done as part of the sponsored research. The recipient is required to acknowledge the VAF as a funding source in all publications including but not limited to conference abstracts, poster presentations, paper presentations, and manuscripts. When acknowledging the VAF in publications, the recipient must list the "**ACVO Vision for Animals Foundation**" and the grant number. In addition, when appropriate and possible, the VAF logo should be included in the acknowledgment. Lack of proper funding acknowledgment will detrimentally affect the applying institution's future funding through the VAF.

### **USE OF NAMES AND BRANDING**

Neither the recipient nor the VAF shall use the name, marks, logos, or other intellectual property of the other in any promotion, publicity, or advertising without the prior written approval of the other party, which shall not be unreasonably withheld. This shall not include legally-required disclosure by the recipient or the VAF that identifies the existence of this award.

### **INSURANCE AND INDEMNIFICATION**

The recipient agrees to indemnify and hold harmless the VAF and its affiliates and their respective officers, directors, employees, and agents from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs, and other expenses, incurred by the VAF on account of any act, omission, breach of this agreement, or other activity conducted by the recipient or its agents or employees in connection with this agreement.

The recipient agrees that neither the VAF nor its affiliates or their respective officers, directors, employees, and agents are responsible for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, or other expenses arising out of any act, omission, breach of this agreement, or other activity conducted by the recipient or its agents or employees in connection with the sponsored research.

The VAF agrees to indemnify the recipient from any liability arising out of the activities carried out pursuant to the obligations of the sponsored activity and for the VAF's use of the results obtained from the activities performed by the recipient under the sponsorship.

### **PATENTS AND OTHER INTELLECTUAL PROPERTY**

Title to inventions and discoveries, including copyrightable software, made or conceived by the recipient using a sponsored activity will be retained by the applying institution.

### **BEST EFFORTS STANDARD OF PERFORMANCE**

Research and creative endeavors are unpredictable and specific results cannot be guaranteed at the beginning of the project. It is expected that the recipient will perform its sponsored activities on a "best effort basis" with no stated warranties or guarantees.

### **FINANCIAL**

Financial records and transactions for this sponsored activity will be maintained by the recipient and conducted in accordance with institutional policies and applicable government regulations. In the event that money in excess of 20% of total sponsored amount remains at the completion of the study, the recipient is required to return any excess money to the VAF.