



## ACVO-VAF Funding Terms of Agreement

The following are the standard terms and condition applied by the ACVO-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.

### **ACVO Vision for Animals Foundation**

Recipient Name:

Grant Number:

Project Title:

Award Amount:

Project Start Date:

Project Completion 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. ACVO-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.

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

#### REPORTING

The ACVO-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 an ACVO annual conference upon completion of work but no later than two years following receipt of funds. At completion of the work, the recipient will complete and submit a final report to the ACVO-VAF Grants Committee.

#### 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 ACVO-VAF as a funding source in all publications including but not limited to conference abstracts, poster presentations, paper presentations, and manuscripts. When acknowledging the ACVO-VAF in publications, the recipient must list the "ACVO Vision for Animals Foundation" and the grant number. Lack of proper funding acknowledgment will detrimentally affect the applying institution's future funding through the ACVO-VAF.

#### USE OF NAMES AND BRANDING

Neither the recipient nor the ACVO-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 ACVO-VAF that identifies the existence of this award.

#### INSURANCE AND INDEMNIFICATION

The recipient will be responsible for its negligence and the negligence of its employees and agents. The ACVO-VAF will indemnify and hold harmless the recipient, its trustees, officers, employees, and agents from and against any liabilities, damages, or claims arising out of injuries or property damage suffered by any person arising out of the ACVO-VAF's use or possession of the results or inventions produced hereunder or as a result of ACVO-VAF's negligence or willful misconduct in the performance of this agreement.

#### 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 ACVO-VAF.