**Grant Agreement Form**

|  |  |
| --- | --- |
| MVD Grant Number |  |
| Project Title |  |
| Principle Investigator |  |
| Institution |  |

**Terms and Conditions of Grant Agreement**

MiraVista Diagnostics (hereinafter “MVD”) has awarded a grant of $\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Grantee”) in support of the research project “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,” which Grantee is undertaking and overseeing. This award will help cover costs and expenses for the project beginning [insert start date] and concluding [insert end date] (the “Completion Date”). Grantee and its agents, employees, researchers, collaborators, and representatives shall comply with all of the following terms and conditions :

**1.** **Expenditure of Grant Funds**

A. The funds must be used solely for scientific purposes and may only be spent in accordance with the research design described in the approved study proposal. The research design, including, but not limited to, the study budget, can only be modified with MVD’s prior written approval.

B. Expenses charged against this grant can only be incurred during the term of the grant, which begins on the date this agreement is fully executed and ends on the Completion Date.

C. The Grantee shall provide MVD with all information regarding any financial support received for this research project other than the grant that is subject to this Agreement.

D. The Grantee must use all grant funds for costs and expenses of the research project and must maintain adequate records of all expenditures with generally accepted accounting practices. The Grantee shall provide such records to MVD upon request by MVD.

E. The Grantee agrees that indirect or overhead costs of the research project should not exceed 8% of total study budget.

F. The Grantee can request use of residual unused funds at the conclusion of the study for additional research. This requires the Grantee to submit the ‘Study Completion Report’ form to MVD for written approval. Alternatively, residual grant funds can be returned to MVD within 90 days of the Completion Date.

**2.** **Research Work**

A. The Grantee agrees to use its best efforts to complete the research project described in the approved study proposal.

B. Any amendments or modifications to the research design, including, but not limited to, the budget, should be submitted in writing on the “Protocol Amendment Form,” which is attached to this Agreement as Appendix B, to MVD for its written approval. Written Institutional Animal Care and Use Committee (IACUC) approval of amendments or modifications that rise to such level requiring IACUC review, as determined by the Grantee IACUC, shall be submitted to MVD before MVD will provide written approval.

C. The Grantee must ensure that all animal handling, and any other involvement of animals, with respect to this research project is approved by its IACUC. Grant funds will not be provided until an Animal Care and Use Protocol (ACUP) is approved by the Grantee IACUC and the written approval from the IACUC and the related protocol number is provided to MVD.

D. If client-owned animals are to be used in this research project, an IACUC approved client-consent form requiring signed owner consent that adequately describes the risks and benefits of study inclusion must be provided to MVD before grant funds are provided.

**3. Public Announcements and Publications**

A. The Grantee shall furnish MVD with drafts of all announcements and press material related to this research project prior to release and MVD must approval all announcements and press material.

B. MVD shall have the right to make its own announcement of this grant and the research being funded through news releases, written communications, social media, and other media outlets.

C. The Grantee shall have the right to release information or publish results of this research. The Grantee shall furnish a copy of any and all proposed scientific publications at the time the manuscript is submitted.

D. MVD shall be given full credit and acknowledgement for the support provided to the Grantee in any publication. The acknowledgement should include the statement: “This study was supported by a research grant from MiraVista Diagnostics. The contents of this publication do not necessarily represent the views of MiraVista Diagnostics”.

**4. Reports to MiraVista Diagnostics**

A. The Grantee shall provide a report using the ‘Study Completion Report’ form to MVD within 60 days of the Completion Date.

B. The Grantee shall provide a completed ‘Funds Transfer’ form (Appendix A) to MVD before any portion of the grant will be provided.

**5.** **Indemnification**

Except to the extent prohibited by law, Grantee agrees to release the MVD, its trustees, shareholders, officers, appointees, employees, and agents from any liability in connection with use of the funds by Grantee.  Except to the extent prohibited by law, Grantee agrees to defend and indemnify the MVD, its trustees, shareholders, officers, appointees, employees, and agents from any and all claims and damages in any way arising from the use of funds by Grantee or the Grantee’s research.

**6.** **Breaches of this Agreement**

In the event that Grantee breaches any of the terms of the Agreement, MVD shall be permitted to recover from Grantee the total amount of the grant MVD provided to Grantee under this Agreement, in addition to any other legal or equitable remedies that MVD may be entitled to under applicable law. MVD shall also be entitled to recover any reasonable costs and attorneys’ fees that it incurs as a result of any breach by Grantee.

**7.** **Entire Agreement**

This Agreement contains the complete understanding between the Parties regarding the subject matters hereof, and supersedes any and all prior and contemporaneous agreements between the Parties. The Parties expressly agree that this Agreement may not be changed, altered, amended, or modified in any respect except by a writing executed by all of the Parties.

**8.** **Choice of Law/Venue**

This Agreement shall be governed solely by the substantive and procedural laws of the State of Indiana. Moreover, any claim or action arising out of or relating to this Agreement shall be brought exclusively in Indiana state or federal courts located in Marion County, Indiana.

**9.** **Authority to Execute**

Each person executing this Agreement asserts that he or she has full legal authority to execute the Agreement on his or her behalf or on behalf of the entity for which the person is signing.

­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_­­­­­­­­\_\_\_\_\_

Grantee Signature Printed Name Date

­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_­­­­­­­­\_\_\_\_\_

MVD, Vice President Heather Largura Date

**Appendix A. Funds Transfer Form**

|  |  |
| --- | --- |
| MVD Grant Number |  |
| Project Title |  |
| Principle Investigator |  |
| Institution |  |

|  |  |
| --- | --- |
| **Recipient Information** | **Preferences** |
| Financial Contact Name: | □ Mail Check to Address shown |
| Address: | □ ACH Transfer to Account shown |
| City: | Make check payable to: |
| State/Zip: |  |
| **Bank Information** | **Additional Information / Instructions** |
| Name on Account: |  |
| Bank Name: |
| ABA# for ACH Transfers: |
| Account #: |

**Appendix B. Investigator or Protocol Amendment Request**

|  |  |
| --- | --- |
| MVD Grant Number |  |
| Project Title |  |
| Principle Investigator |  |
| Institution |  |
| Date of Request |  |

Investigator or Protocol Amendment Request (<500 words):

*Include details of request here. Complete attached MVD Budget Form if applicable. Investigator will be notified of approval within 2 weeks of submission.*

MVD Budget Form Year 1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary** (direct costs only) | | | | |
| Name (LN,FN) | Time on Study (months) | Base Salary / Month ($) | | Requested Salary ($) |
|  |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
| SUB-TOTAL SALARY | | | |  |
|  | | | | |
| **Non-Salary** (direct costs only) | | | | |
| Disposables – Materials, Reagents, Supplies | | Number | Cost per ($) | Item Subtotal ($) |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
| Clinical - Sample collection, Diagnostics, Treatments | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
| Other Expenses | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
| SUB-TOTAL DISPOSABLES, CLINICAL, OTHER | | | |  |
|  | | | | |
| Indirect Costs (≤8%) | | | |  |
|  | | | | |
| MVD Testing (subtract cost of MVD testing) | | | | - |
|  | | | | |
| **TOTAL** | | | |  |

MVD Budget Form Year 2

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary** (direct costs only) | | | | |
| Name (LN,FN) | Time on Study (months) | Base Salary / Month ($) | | Requested Salary ($) |
|  |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
| SUB-TOTAL SALARY | | | |  |
|  | | | | |
| **Non-Salary** (direct costs only) | | | | |
| Disposables – Materials, Reagents, Supplies | | Number | Cost per ($) | Item Subtotal ($) |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
| Clinical - Sample collection, Diagnostics, Treatments | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
| Other Expenses | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
|  | |  |  |  |
| SUB-TOTAL DISPOSABLES, CLINICAL, OTHER | | | |  |
|  | | | | |
| Indirect Costs (≤8%) | | | |  |
|  | | | | |
| MVD Testing (subtract cost of MVD testing) | | | | - |
|  | | | | |
| **TOTAL** | | | |  |