



**Patient-Centered Outcomes  
Research Institute**

**IMPLEMENTATION AWARD  
AGREEMENT (CR)**

**«RecipName»**

**«ProjectTitle»**

**«ContractNo»**

## IMPLEMENTATION AWARD AGREEMENT (CR)

THIS IMPLEMENTATION AWARD AGREEMENT (CR) (together with all attachments hereto this “Agreement”) «ContractNo» is made on this «StartDate» (the “Effective Date”) by and between the Patient-Centered Outcomes Research Institute, a District of Columbia nonprofit corporation whose principal office is at 1828 L Street, NW, Washington DC 20036 (hereinafter referred to as "PCORI"), and «RecipName» whose principal office is at «Address1», «Address2», «City», «State» «Zip» (hereinafter referred to as "Recipient"). PCORI and Recipient shall be referred to individually, as a “Party” and collectively, as the “Parties.”

WHEREAS, PCORI is an independent, nonprofit organization authorized by federal law that helps people make informed healthcare decisions and improves healthcare delivery and outcomes by producing and promoting high integrity, evidence-based information that comes from research guided by patients, caregivers and the broader healthcare community;

WHEREAS, in support of its mission, PCORI funds patient-centered outcomes and comparative clinical effectiveness and related research;

WHEREAS, PCORI recognizes the importance of disseminating and implementing the findings of PCORI-funded research projects to close the gap between evidence development and implementation of evidence into practice;

WHEREAS, PCORI previously funded «RecipName» to complete the Research Project «ProjectTitle» (the “Research Project”) [and funded «RecipName, if applicable» and its Research Project(s)] and seeks to support implementation activities relating to the findings from the Research Project(s) toward practical use in improving health care and health outcomes;

WHEREAS, PCORI wishes to enter into this Agreement with Recipient to provide funding to Recipient to develop and complete the implementation project and related activities and deliverables as set forth in this Agreement, including the PCORI-approved Project Plan and applicable timeline, budget, and milestones (collectively, the “Project”).

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by PCORI and Recipient, IT IS AGREED:

1. Scope and Conduct of the Project. Recipient agrees to conduct and complete the Project as set forth in this Agreement, including in accordance with the PCORI-approved work plan, timeline, engagement plan, and on the schedule, structure and format (collectively, “Project Plan”), set forth in the attached Appendix A [“Project Plan”], which is incorporated into this Agreement by reference.

This Agreement also includes any or all of the following Appendices, which are incorporated by reference and made a part of this Agreement:

- a. the Milestone Schedule, attached hereto as Appendix B; the Project Plan Budget, attached hereto as Appendix C; the sample Invoice Form, attached hereto as Appendix D; and the Conflicts of Interest Disclosure Form, attached hereto as Appendix E.
  - b. Any relevant special terms and conditions set forth in any attachments or addendums to this Agreement, as applicable.
- 1.1. Recipient shall conduct and complete the Project in accordance with the Milestone Schedule set forth in the attached Appendix B [“Milestone Schedule”], which is incorporated into this Agreement by reference.
  - 1.2. Recipient shall be responsible for the Project and shall perform and complete the Project in a good and professional manner, in accordance with the Project Plan and other terms of this Agreement, and in compliance with all applicable federal, state, and local laws, regulations, and legal requirements of any applicable jurisdiction.
  - 1.3. To the extent, if any, that the Project involves human subjects as defined by federal regulations at 45 C.F.R. 46.102, Recipient shall fulfill the requirements of federal, state, and local laws, rules, regulations, and related guidelines of any applicable jurisdiction relating to the conduct of research involving human subjects, including the U.S. Department of Health and Human Services regulations at 45 C.F.R. Part 46 (including the Common Rule) and National Institutes of Health guidance, and the U.S. Food and Drug Administration regulations at 21 C.F.R. Parts 50 and 56 (collectively, “Human Subjects Research Laws”). Recipient shall ensure that an Institutional Review Board (IRB) provides initial and continuing review and approval of the Project.
  - 1.4. Recipient’s conduct of the Project shall comply with applicable federal, state, and local laws and regulations of any applicable jurisdiction governing the privacy and security of health information, including, if applicable, the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations. In addition, Recipient’s conduct of the Project shall comply with applicable requirements of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 et seq, and its implementing regulations, as amended (“FD&C Act”).
  - 1.5. In accordance with PCORI’s authorizing law, the findings from the Research Project(s) and the Project shall “not include practice guidelines, coverage recommendations, payment, or policy recommendations” and shall “not include any data which would violate the privacy of research participants or any confidentiality agreements made with respect to the use of data.”
2. Term and Termination.
    - 2.1. The term of this Agreement shall begin on the Effective Date set forth above and shall extend until «EndDate» (the “Termination Date”), unless earlier terminated

as set forth herein. This Agreement may only be extended by the mutual written consent of the Parties for such period as the Parties may agree.

- 2.2. Either PCORI or Recipient may terminate this Agreement immediately upon written notice to the other Party in the event of the other Party's insolvency, fraud, or dissolution.
- 2.3. PCORI may suspend or terminate this Agreement immediately by providing written notice to Recipient in the case of research misconduct or if public health or human welfare requires urgent action.
- 2.4. PCORI may terminate this Agreement with thirty (30) days advance written notice if funds to continue this Agreement become unavailable, or are interrupted, suspended, terminated, or modified.
- 2.5. PCORI may suspend or terminate this Agreement, in whole or in part, with thirty (30) days advance written notice, if
  - 2.5.1. Recipient has materially failed to comply with the terms of this Agreement; or
  - 2.5.2. PCORI has other reasonable cause.

PCORI will not suspend or terminate this Agreement under this Section 2.5 unless it has provided Recipient with thirty (30) days prior written notice of the proposed action or informed Recipient of any material breach. Recipient must correct the breach on or before thirty (30) days from the date of written notice of breach. In the absence of a correction reasonably satisfactory to PCORI within the specified timeframe, or the event that the breach is reasonably incapable of correction, then PCORI may terminate this Agreement by providing written notice of termination to Recipient.

- 2.6. Either PCORI or the Recipient may terminate this Agreement without cause upon sixty (60) days prior written notice to the other Party. In the event of termination without cause, Recipient will be paid for all non-cancelable obligations made in good faith in accordance with the approved Project Plan Budget set forth in Appendix C.
3. Budget; Invoicing; Payment.
    - 3.1. This is a cost-reimbursement contract. The total approved budget for the Project is not to exceed «GrandTotal». Recipient shall conduct and complete the Project in accordance with the approved Project Plan Budget set forth in the attached Appendix C ["Project Plan Budget"], which is incorporated into this Agreement by reference.

- 3.2. All payments are made by PCORI via Direct Deposit (ACH) Fund Transfer) unless otherwise specified. If a check is issued, checks shall be made payable to Recipient.
  - 3.3. Recipient shall submit invoices for allowable costs electronically to PCORI no more frequently than monthly but no less frequently than quarterly, not to exceed ninety (90) days in between invoices. Except as otherwise provided below, invoices shall be paid by PCORI within thirty (30) days of receipt of an approved invoice. During the Term of this Agreement, invoices not received by PCORI within the maximum specified ninety (90) days will be paid by PCORI within a maximum of forty-five (45) days after receipt and approval by PCORI. Notwithstanding the foregoing, in light of the PCORI Fiscal Year End of September 30, Recipient shall ensure that an invoice is submitted to PCORI by October 31 of each calendar year for all available unbilled allowable costs incurred by September 30 of such calendar year.
  - 3.4. Invoices submitted to PCORI must be consistent with the approved Project Plan Budget set forth in Appendix C, must comply with the PCORI cost principles, including relating to allowable and unallowable costs, and must contain all of the information requested in Appendix D: Sample Invoice. Invoices missing requested information will not be approved for payment by PCORI. Upon request, PCORI may require additional supporting documentation relating to this Agreement, such as receipts, a system-generated general ledger, or a system-generated labor detail report.
  - 3.5. If any required milestone, documentation, or reports become past due, PCORI may hold all payments until overdue items have been submitted and approved by PCORI.
  - 3.6. Recipient shall submit a final invoice to PCORI for all allowable costs under this Agreement on or before ninety (90) days after the Agreement Term Date. Recipient shall clearly mark the final invoice as 'FINAL.'
  - 3.7. Recipient may incur Project expenditures up to three (3) months prior to the Effective Date, but in no event earlier than the «Date of BOG approval or a Date Specified by PCORI». All such expenditures must be allowable and approved costs as reflected in the Budget set forth in Appendix C. Recipient is responsible for the initial financing of these expenditures and will be paid once this Agreement is fully executed. If this Agreement is not executed, PCORI will not be responsible for any expenditure. PCORI reserves the right to deny any expenditure incurred prior to the execution of this Agreement that is inconsistent with the approved Budget.
4. Responsibilities and Reporting.
- 4.1. To the extent permitted under applicable law, Recipient has full responsibility and liability for the conduct of the Project and for the results reported. PCORI is not the “sponsor” or “responsible party” of the Project under the FD&C Act, Human Subjects Research Laws, and other applicable laws and regulations. In its role as

a funder, PCORI has the right to monitor the progress of the Project and receive reports regarding the Project as provided in this Agreement.

- 4.2. Recipient shall submit progress report(s) and/or provide updates on the Project on the timeline set forth in Appendix B [“Milestone Schedule”] or as reasonably requested by PCORI. Recipient shall submit a final progress report in accordance with the applicable milestone date as set forth in Appendix B [“Milestone Schedule”]. PCORI may, in its reasonable discretion, require additional progress or other types of specialized reports, expenditure reports, or deliverables relating to the Project on a timeline other than as set forth in Appendix B [“Milestone Schedule”]. All reports submitted shall use the applicable processes and forms requested by PCORI.
- 4.3. A request for PCORI prior approval of a change in the Project must be submitted by Recipient at least thirty (30) days in advance of the proposed change. All such requests must be made in writing to designated PCORI Contract personnel and must include a complete description of the situation, the requested changes, and a full justification and explanation. The Administrative Official of the Recipient must sign the request. PCORI reserves the right to approve or deny any requested changes in its sole and reasonable discretion. Recipient must request prior approval for:
- a. Significant changes in the scope or approach of the Project or its specific aims.
  - b. Transfer of Principal Investigator (For purposes of this Agreement, the Principal Investigator may also be referred to in this Agreement as Principal Investigator/Project Lead or Project Lead).
  - c. Significant new contracting or otherwise transferring the Project effort.
  - d. Naming of new or replacement Principal Investigator or Key Personnel.
  - e. A decrease in the percentage effort of a Principal Investigator that exceeds 25% of the approved effort.
  - f. Budget adjustments for the Salaries of Personnel or for Travel that exceed 25% of the total amount approved for that Budget Category as set forth in the approved Project Plan Budget incorporated as Appendix C. No budget adjustment shall cause an increase in the Total Contract Value, as specified in the approved Project Plan Budget incorporated as Appendix C.
- 4.4. Recipient must provide written notice to PCORI within thirty (30) days of becoming aware of or making decisions related to certain actions or events as described below. Notifications must be made in writing, by the Administrative Official of the Recipient, to the designated PCORI Contract personnel. Recipient must provide notification of any of the following:

- a. Absence of a Principal Investigator for a time period exceeding three continuous months but that does not otherwise exceed a variance of 25% of the approved effort;
- b. Absence of Key Personnel for a time period exceeding three continuous months or a change in the overall time to be spent on the Project by 25% or more of the approved effort; or
- c. Conflicts of interest that Recipient becomes aware of during the term of and related to this Agreement.

5. Administrative, Audit, and Review.

- 5.1. Recipient shall retain financial records, supporting documents, statistical records, and other records relevant to this Agreement and performance of the Project or under this Agreement for a period of three (3) years from the later of: a) the Termination Date; b) the date of the final payment under this Agreement; or c) the conclusion of any audit or litigation related to this Agreement.
- 5.2. Recipient shall maintain separate records and accounts that identify adequately the source and applications of funds for the Project under this Agreement. Recipient shall exercise effective control over and accountability for all funds, property, and other assets relating to the Project. Recipient shall safeguard all such assets and assure they are used solely for authorized purposes.
- 5.3. If Recipient conducts an independent annual single audit that meets the requirements contained in 2 CFR 200 Subpart F, Recipient must provide a full copy of the audit to PCORI upon request. Recipient shall contact designated PCORI personnel for additional guidance if needed.

PCORI may, on a random basis or because of a concern, with reasonable advance written notice to Recipient, commission a third-party audit of the Project. If so, Recipient shall provide access to all contract and financial records, documents, files, and other materials related to the Project, make project staff and subcontract staff available for interview or discussions, and allow the facilities and PCORI-funded equipment, if any, to be inspected within a reasonable time and no later than thirty (30) days following a written request by PCORI. PCORI reserves the right, with reasonable advance written notice to Recipient, to visit a Project site, send its authorized representatives, or commission a PCORI or third-party review of the Project under this Agreement. If such a visit, or review is requested by PCORI, Recipient must provide reasonable access to all contract and financial records, documents, files, and other materials related to the PCORI-funded Project, make project staff and subcontract staff available for interviews or discussions, and allow the facilities and equipment, if any, to be inspected.

Third parties commissioned by PCORI for an audit or review will be bound by PCORI to confidentiality obligations, consistent with the nature of the audit or review.

- 5.4. PCORI reserves the right to withhold payments on this Agreement at any time, in cases where Recipient is non-compliant or in breach of this Agreement. Such cases include, but are not limited to, failure to submit proper documentation or reports by the appropriate due date, submission of unsatisfactory reports, failure to meet approved milestones relating to the Project, or failure to fulfill applicable laws, as determined at PCORI's reasonable discretion. Payments may be reinstated when all outstanding documentation and/or reports have been approved by PCORI and/or all required corrective measures have been taken and documented to PCORI's satisfaction.
- 5.5. If Recipient is paid any amount of funds for which Recipient is eventually determined to be ineligible under the terms of this Agreement (e.g., due to any audit findings, overpayments, misspent funds, or unallowable costs under the approved Project Plan Budget), Recipient shall return such ineligible funds to PCORI within thirty (30) days of the determination, and to the extent permitted under applicable law, Recipient shall reimburse PCORI for all reasonable attorneys' fees and related costs incurred by PCORI in connection with the recovery of such ineligible funds.

## 6. Intellectual Property

- 6.1. PCORI and Recipient agree that the Project will result in tangible and enduring products, which may include informational reports, data sets, shared decision-making tools, agendas, summaries, papers, books, training materials and formats, presentation materials, videos, audio recordings, template scripts, articles, webinars, dissemination and implementation plans, and/or other materials and deliverables ("Work Products").
- 6.2. As between PCORI and Recipient, Recipient shall own the rights to Work Products created under this Agreement.
- 6.3. To the extent permitted by applicable law and subject to applicable legal obligations (including applicable third-party contractual and license arrangements), Recipient agrees to grant and hereby grants to PCORI a royalty-free, paid up, worldwide, non-exclusive, non-transferable license to Work Products created under this Agreement, to use, reproduce, publish, distribute, and disseminate the Work Products created under this Agreement, with appropriate attribution, consistent with PCORI's mission and authorizing law.

7. Implementation. The purpose of the Implementation Award is to enhance the implementation of research findings resulting from patient-centered outcomes research and comparative clinical effectiveness research funded by PCORI. As a result, Recipient is encouraged to disseminate and implement the findings from the Research Project(s) and



Project, including the Work Products, through multiple channels to result in access for and use by the interested field and public, subject to applicable laws and legal obligations.

8. Indemnification. To the extent permitted under applicable law, Recipient agrees to indemnify, defend and hold PCORI and its directors, officers, employees, agents, and volunteers (collectively, “PCORI Indemnitees”) harmless from and against any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys’ fees, costs, and other expenses, incurred by PCORI Indemnitees arising out of or related to any negligence or willful misconduct or any act or omission of Recipient (or any of its directors, officers, employees, agents, contractors, or affiliates) arising out of or related to this Agreement, any breach of this Agreement by Recipient, or any infringement or violation by Recipient, the Project or Work Products of any copyright or property right relating to or arising out of this Agreement. Recipient’s obligation to indemnify, defend and hold harmless shall be limited to the extent that Recipient is afforded sovereign immunity under applicable federal, state, or local laws. In such cases where a Recipient’s obligation to indemnify may be limited due to the requirements of federal, state, or local laws, Recipient shall be responsible for the ordinary negligent acts and omissions of Recipient’s agents and employees causing harm to persons not a Party to this Agreement.
9. Insurance. To the extent permitted by applicable law, Recipient will at its own cost and expense have and maintain in full force and effect for so long as any obligations remain in connection with this Agreement, general liability and professional liability insurance for an amount sufficient to cover all of its obligations under this Agreement; and b) any such other insurance coverage that is appropriate and adequate to meet Recipient’s obligations under this Agreement. At PCORI’s written request, Recipient shall provide proof of insurance coverage acceptable to PCORI.
10. Use of Names and Logos; Acknowledgment of Funding; and Public Announcements.
  - 10.1. Except as provided below, neither Party shall use the names or logos of the other Party without the prior written consent of the Party whose name and/or logo is requested to be used. The Guidelines for Use of PCORI Names and Logos (“PCORI Guidelines”) serve as written consent for use that is consistent with the PCORI Guidelines. The PCORI Guidelines are available at <https://www.pcori.org/sites/default/files/PCORI-Guidelines-For-Use-Of-PCORI-Names-Logos.pdf> (or available as otherwise directed by PCORI).
  - 10.2. Recipient shall ensure that the PCORI-funded Project is properly acknowledged in any presentation, journal article, public announcement, press release, or other material produced by, or on behalf of, Recipient that relates to the Project. Recipient shall acknowledge PCORI’s funding of the Project funded under this Agreement and shall use the PCORI names and logos consistent with the PCORI Guidelines for Use of PCORI Names and Logos. In any such statement, the relationship of the Parties shall be accurately and appropriately described.
  - 10.3. Recipient shall not use any public announcement (e.g., press release, website posting, social media posting, and public email announcement) or public release

relating to PCORI's award of the Project, the Project, or of any findings relating to the Project without the advance written consent of PCORI, including relating to content, branding, and timing . Such requests shall be submitted with draft announcements t and intended distribution dates and shall be coordinated with PCORI via email to [fundedDI@pcori.org](mailto:fundedDI@pcori.org) (or available as otherwise directed by PCORI) to enable proper coordination.

- 10.4. Notwithstanding the foregoing, each Party may publicly make available the fact of PCORI's funding of the Project and the Project title and period and may respond to inquiries with factual information regarding the Project without seeking and obtaining the other Party's written consent, so long as consistent with the PCORI Guidelines and so long as each Party makes no more than fair use of the other Party's name and does not use the other Party's logo.
11. Conflicts of Interest. In the interest of maintaining objectivity in projects funded by PCORI, Recipient is expected to have established policies and safeguards against conflicts of interest. Recipient is responsible for ensuring that the Project is not influenced by conflicts of interest. Recipient shall report the existence of conflicts of interest and fully disclose any direct or indirect links to industry using the Conflicts of Interest Disclosure Form, as set forth in Appendix E. The Conflicts of Interest Disclosure Form shall be completed and returned to PCORI even if Recipient and/or Key Personnel have no conflicts or industry links to disclose. Recipient shall update its Conflicts of Interest Disclosure Form throughout the term of this Agreement and completion of the Project to ensure that the Conflicts of Interest Form is complete and accurate. Recipient understands and agrees that any conflicts of interest and/or any direct or indirect links to industry submitted to PCORI may be disclosed to the public by PCORI.
12. Research and Financial Misconduct. Recipient shall have its own policies and procedures for the avoidance and reporting of research and financial misconduct, including with respect to data privacy, and is expected to enforce those guidelines (when applicable) to any PCORI-funded project. Recipient acknowledges it has such established policies and procedures and agrees to abide by them while conducting research or other activities relating to this Agreement. Recipient is required to report any findings of research or financial misconduct to PCORI within thirty (30) days of the conclusion of an investigation into research or financial misconduct related to any PCORI-funded project. Should research or financial misconduct occur with respect to any PCORI-funded project, Recipient must notify PCORI, in writing, of the nature of the violation, the corrective actions that will be taken to correct the violation, and a timeline within which those corrective actions will be executed. Pursuant to Section 2 of this Agreement, PCORI reserves the right to take any corrective action or to terminate this Agreement.

13. Miscellaneous.

- 13.1. Confidentiality. Materials and information submitted to PCORI, including but not limited to Progress Reports and Final Reports, are for use and disclosure by PCORI consistent with its mission and authorizing law. If Recipient has any concerns or questions regarding inclusion of materials or information in a particular report or submission, Recipient should contact the designated PCORI Contract personnel.
- 13.2. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- 13.3. Survival. Provisions of this Agreement that by their nature and context are intended to survive termination or expiration of this Agreement shall survive such termination or expiration, including but not limited to obligations of indemnification, intellectual property, audit, reporting, and use of names and marks.
- 13.4. No Assignment. This Agreement may not be assigned by Recipient without the prior written consent of PCORI.
- 13.5. Subcontractors. Recipient is responsible for ensuring that any subcontractor(s) complies with the terms and conditions of this Agreement. Recipient remains fully responsible for the actions, omissions, and performance of any subcontractors in activities related to this Agreement.
- 13.6. Independent Contractor/Agency. Recipient agrees its performance of this Agreement is that of an Independent Contractor and this Agreement is not intended to create an agency, joint-venture, partnership, or employment relationship of any kind between Recipient and PCORI or any of its employees. Each Party agrees not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. Recipient (including its employees and contractors) shall not hold itself out to third-parties as purporting to act on behalf of, or serving as the agent of, PCORI. PCORI does not assume responsibility for activities supported by its funding, for Research Project(s) or Project findings or outcomes, or for their interpretation.
- 13.7. Notices. All notices and other communications required by this Agreement shall be in writing and shall be delivered either by mail delivery or by email. If delivered by mail, notices shall be sent by overnight mail delivery; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the Party whose address has changed.

If to PCORI:

Financial Matters:

Attn: Finance  
PCORI  
1828 L Street, NW, Suite 900  
Washington, DC 20036  
[invoice@pcori.org](mailto:invoice@pcori.org)

Invoices submitted through:  
<https://pcori.force.com/engagement>

Programmatic Matters:

Attn: Dissemination and Implementation Program Staff  
PCORI  
1828 L Street, NW, Suite 900  
Washington, DC 20036  
[fundedDI@pcori.org](mailto:fundedDI@pcori.org)

Contractual Matters:

Attn: Contracts Management  
PCORI  
1828 L Street, NW, Suite 900  
Washington, DC 20036  
[fundedDI@pcori.org](mailto:fundedDI@pcori.org)

If to Recipient:

Principal Investigator/Project Lead Name:  
Organization:  
Address:  
E-mail:  
Phone:  
EIN #:

Administrative  
Official Name:  
Organization:  
Address:  
E-mail:  
Phone:

13.8. Governing Law; Venue. To the extent permissible under applicable law, this Agreement shall be governed in all respects by the laws of the District of Columbia

(without giving effect to principles of conflicts of law thereunder). All suits or other proceedings arising out of this Agreement shall exclusively be brought in the courts of the District of Columbia, and Recipient consents to the jurisdiction of such courts for purposes hereof. Notwithstanding the foregoing, this governing law and venue provision shall not apply to a Recipient that is a state or public institution and afforded sovereign immunity under applicable state law.

- 13.9. **Captions.** The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of this Agreement.
- 13.10. **Severability.** If any term or provision of this Agreement shall be invalid or unenforceable in any respect, such term or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining terms of such provision or the remaining provisions of this Agreement.
- 13.11. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior writings or oral agreements concerning the subject matter hereof. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by all Parties thereto, excluding the following exceptions. For modifications resulting from prior approvals or notifications as set forth in Sections 4.3 and 4.4 of this Agreement, PCORI reserves the right to request signature by all Parties or may choose to use the Recipient-originated written request to indicate approval of the recipient-requested modifications. All amendments, including all modifications, agreed to as set forth herein shall be part of this Agreement.
- 13.12. **Authority.** The Parties executing this Agreement represent that they have the authority to enter into and bind Recipient and PCORI, respectively.
- 13.13. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single Agreement. This Agreement may be executed through delivery of duly executed signature pages by facsimile or electronic transmission.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the date first set forth above by its duly authorized signatory.

**Patient-Centered Outcomes Research Institute**

By: \_\_\_\_\_

Print Name: Laura Lyman Rodriguez, Ph.D.

Title: Interim Chief Program Support Officer

Date: \_\_\_\_\_

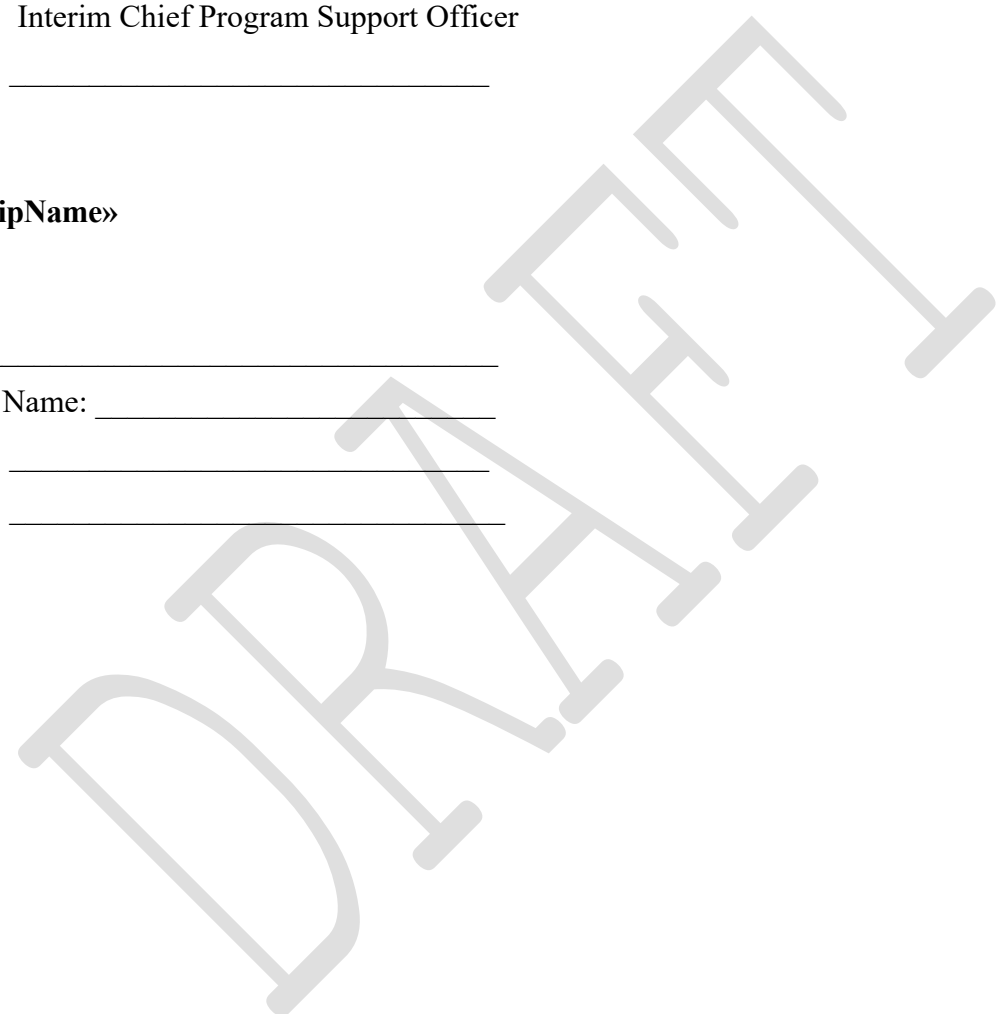
**«RecipName»**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



APPENDIX A:  
IMPLEMENTATION AWARD (CR)  
APPROVED PROJECT PLAN

DRAFT

APPENDIX B:  
IMPLEMENTATION AWARD (CR)  
MILESTONE SCHEDULE

<b>Milestone-Deliverable ID</b>	<b>Milestone - Deliverable Name</b>	<b>Description</b>	<b>Due Date</b>
A	Effective Date		Within first 6 months
B1			
B2			
B3			
B4			
B5			
B	Report Submission	Submit Interim Progress Report to PCORI using the PCORI Online system accessed through: <a href="https://pcori.force.com/engagement">https://pcori.force.com/engagement</a>	6 months
C1			
C2			
C3			
C4			
C	Report Submission	Submit Interim Progress Report to PCORI using the PCORI Online system accessed through: <a href="https://pcori.force.com/engagement">https://pcori.force.com/engagement</a>	12 months
D1			
D2			
D3			
D4			
D5			
D	Report Submission	Submit Interim Progress Report to PCORI using the PCORI Online system accessed through: <a href="https://pcori.force.com/engagement">https://pcori.force.com/engagement</a>	18 months
E1			
E2			
E3			
E4			
E	Report Submission	Submit Interim Progress Report to PCORI using the PCORI Online system accessed through: <a href="https://pcori.force.com/engagement">https://pcori.force.com/engagement</a>	24 months
F1			



F2			
F3			
F4			
F	<b>Report Submission</b>	<b>Submit Interim Progress Report to PCORI using the PCORI Online system accessed through: <a href="https://pcori.force.com/engagement">https://pcori.force.com/engagement</a></b>	30 months
G1			
G2			
G3			
G4			
G	<b>Final Progress Report</b>	<b>Submit Final Progress Report to PCORI using the PCORI Online system accessed through: <a href="https://pcori.force.com/engagement">https://pcori.force.com/engagement</a></b>	36 months
H	<b>Agreement Term Date</b>		MM/DD/YY

APPENDIX C:  
IMPLEMENTATION AWARD (CR)  
APPROVED PROJECT PLAN BUDGET

Cost Category	Year 1	Year 2	Contract Total
<b>1. Personnel Costs</b>			
Salaries	«Salary1»	«Salary2»	«SalaryTotal»
Fringe Benefits	«Fringe1»	«Fringe2»	«FringeTotal»
<b>Subtotal Personnel Costs</b>	<b>«Pers1»</b>	<b>«Pers2»</b>	<b>«PersTotal»</b>
<b>2. Consultant Costs</b>	<b>«Consult1»</b>	<b>«Consult2»</b>	<b>«ConsultTotal»</b>
<b>3. Supplies</b>	<b>«Supply1»</b>	<b>«Supply2»</b>	<b>«SupplyTotal»</b>
<b>4. Travel</b>	<b>«Travel1»</b>	<b>«Travel2»</b>	<b>«TravelTotal»</b>
<b>5. Other Costs</b>	<b>«Other1»</b>	<b>«Other2»</b>	<b>«OtherTotal»</b>
<b>6. Equipment</b>	<b>«Equip1»</b>	<b>«Equip2»</b>	<b>«EquipTotal»</b>
<b>7. Consortium/Contractual Costs</b>			
Direct Costs	«Consort1»	«Consort2»	«ConsortTotal»
Facilities and Administrative Costs	«FA1»	«FA2»	«FATotal»
<b>Subtotal Consortium/Contractual Costs</b>	<b>«ConsortT1»</b>	<b>«ConsortT2»</b>	<b>«ConsortTTotal»</b>
<b>Total Direct Costs</b>	<b>«DirectT1»</b>	<b>«DirectT2»</b>	<b>«DirectTTotal»</b>
<b>8. Indirect Costs</b>	<b>«Indirect1»</b>	<b>«Indirect2»</b>	<b>«IndirectTotal»</b>
<b>Direct and Indirect Total</b>	<b>«Grand1»</b>	<b>«Grand2»</b>	<b>«GrandTotal»</b>

**APPENDIX D: SAMPLE INVOICE**

Invoices should contain the following elements and additional supporting details as requested by PCORI, through <https://pcori.force.com/engagement>. This format is for presentation purposes. Final invoices must clearly be marked as Final.

PCORI Invoice Template - Cost Reimbursable	
<b>A Date</b>	<b>E Contract Number</b>
<b>B Invoice Number</b>	<b>F Project Title</b>
<b>C Billing Period</b>	<b>G Period of Performance</b>
<b>D PI Name</b>	<b>H Organization Name</b>

		I	J	K	L
Budget Category		Project Budget	Current Period Expenses	Cumulative Expensed to Date	Available Funds Remaining
<b>1. Personnel Costs</b>	Salaries:				
	Last Name, First Name 1	\$0.00	\$0.00	\$0.00	\$0.00
	Last Name, First Name 2	\$0.00	\$0.00	\$0.00	\$0.00
	Last Name, First Name 3	\$0.00	\$0.00	\$0.00	\$0.00
<b>Salaries</b>		\$0.00	\$0.00	\$0.00	\$0.00
	Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Personnel Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>2. Consultant Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>3. Supplies</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>4. Travel</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>5. Other Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>6. Equipment</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>7. Consortium/Contractual Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Direct Costs</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>8. Indirect Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CERTIFICATION:** I certify that all payments requested are for appropriate purposes, are in accordance with the agreements set forth in the application and Contract documents, and will not be reimbursed by any other funding source or agency.

**Signature of Financial Official** \_\_\_\_\_

**Financial Official Name:**

**Financial Official Telephone Number:**

**Financial Official Email Address:**

A.	Date
B.	Invoice Number
C.	Billing Period is beginning and ending dates for work performed during the period being billed
D.	PI Name
E.	Enter the PCORI Contract Number
F.	Project Title
G.	Period of Performance is the entire term of the Agreement
H.	Organization Name
I.	Enter the Approved Budget - Enter in the details for each person based on the budgeted level of effort. Enter the Approved Budget amount for each budget category or budget sub-category (if applicable) for the appropriate period.
J.	Current Period on each invoice reflects expenditures from the Billing Period C. Note: Direct costs should not include any costs that should be included in the indirect cost rate.
K.	Cumulative Amount is the sum of all expenses billed to PCORI to date.
L.	Available Budget Amount is the Approved Budget (I) less the Cumulative Amount (L)

APPENDIX E: CONFLICTS OF INTEREST DISCLOSURE FORM  
IMPLEMENTATION AWARD (CR)

*All fields are required.*

1. Name of Implementation Award Recipient (Awardee Institution):

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2. Name of PCORI-Funded Implementation Project:

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3. Names of Implementation Principal Investigator (PI)/Project Lead (PL) and Key Personnel:

Name:	Role:	Recipient (Awardee Institution):
	Principal Investigator/ Project Lead	

Key Personnel Name:	Institution:

4. Report the existence of any financial or personal interests or associations that Recipient, and any Principal Investigator/Project Lead and Key Personnel participating in the Project have relating to the PCORI-Funded Project that constitute a conflict of interest\*. Attach the management plan that addresses identified conflicts of interest.

Please print “None” if Recipient, Principal Investigator/Project Lead, and Key Personnel have no financial or personal interests or associations that constitute a conflict of interest. (Attach additional documents, if needed).

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5. Does Recipient have a Conflicts of Interest Policy or Guidelines that meets the requirements of the federal financial conflicts of interest regulations of the U.S. Public Health Service (<http://grants.nih.gov/grants/policy/coi/>) that it applies to PCORI-Funded research and projects?

YES

NO

6. If you checked “No,” Recipient must provide information describing how Recipient will ensure that all aspects of the PCORI-Funded Project are not influenced by conflicts of interest.

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7. Please list any direct or indirect links to industry (such as pharmaceutical, medical device, health insurance, and other healthcare related companies) that Recipient has related to the PCORI-Funded project.

Print “None” if there are no direct or indirect links to industry as described above. There is no need to include disclosures here that are reported under Question 4 above. (Attach additional documents, if needed).

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8. If Recipient has any additional material information relating to disclosures or management of conflicts of interest, or other protections against bias pertinent to the PCORI-Funded Project, please describe it here. Please print “None” if there is no additional material information as described above.

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Definitions:

- \* Conflict of interest. The term “conflict of interest” means an association, including a financial, business, or personal association, that has the potential to bias or has the appearance of biasing decisions of the Recipient, or any Principal Investigator/Project Lead or Key Personnel in matters related to the PCORI-Funded Project.

The undersigned certify that the above information is complete and true to the best of their knowledge and understand that this completed form, with these disclosures, will be made publicly available by PCORI in conjunction with the findings relating to the PCORI-Funded Project. Both the Administrative Official and Principal Investigator/Project Lead must complete and sign one form.

**Administrative Official:**

Signed: \_\_\_\_\_  
Print Name: «SOName1»  
Title: Administrative Official  
Date: \_\_\_\_\_

**Principal Investigator/Project Lead:**

Signed: \_\_\_\_\_  
Print Name: «PIName1»  
Title: Principal Investigator/Project Lead  
Date: \_\_\_\_\_

