EUGENE WASHINGTON PCORI ENGAGEMENT AWARD PROGRAM AGREEMENT

THIS EUGENE WASHINGTON PCORI ENGAGEMENT AWARD PROGRAM AGREEMENT is made 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") (this “Agreement”). 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 PCORI launched the Eugene Washington PCORI Engagement Award Program to help encourage the active integration of patients, caregivers, clinicians/providers, industry, payers/purchasers, researchers, and other stakeholders in the research process. Among other things, the Engagement Award Program serves as a mechanism for the development of background papers, landscape reviews, model training methods and materials, curricula, white papers, and other resources and for the conduct of meetings, symposia, and conferences, to inform the public and PCORI’s work in engagement, including to help develop an informed community to understand and/or to participate in patient-centered outcomes research (PCOR) and comparative clinical effectiveness research (CER) and to enhance the capacity to disseminate research findings resulting from PCOR and CER funded by PCORI and others;

WHEREAS, Recipient has expertise that is useful and needed by the public and PCORI in the areas of engagement of patients, stakeholders, and research communities in the research process and/or in the dissemination of comparative effectiveness research; and

WHEREAS, PCORI wishes to enter into this Agreement with Recipient to provide funding to Recipient to develop and complete the 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. Significant changes to the Project Plan (including changes to the Project Lead) require the advance mutual written agreement of the Parties.

1.1. 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 laws, regulations, and legal requirements. Recipient shall at all times comply with all PCORI awardee policies and procedures and the document(s) (including the applicable PCORI Funding Announcement and the Engagement Awards Submission Instructions) that define PCORI’s guiding principles for applicants to the PCORI Funding Announcement to which Recipient submitted an application.

1.2. 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, regulations, and related guidelines of any applicable jurisdiction relating to human subjects research, 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 Recipient shall ensure that an Institutional Review Board (IRB) provides initial and continuing review and approval of the Project. 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.

2. Term and Termination

2.1. The term of this Agreement shall begin on the Effective Date 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 in the event of the other's insolvency, fraud, or dissolution.

2.3. PCORI may terminate this Agreement with thirty (30) days advance written notice if funds to continue the Agreement become unavailable, or are interrupted, suspended, terminated, or modified.

2.4. PCORI may suspend or terminate this Agreement, in whole or in part, with thirty (30) days advance written notice, if

2.4.1. Recipient has materially failed to comply with the terms of this Agreement; or

2.4.2. PCORI has other reasonable cause.

PCORI will not suspend or terminate this Agreement under this Section 2.4 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.

2.5. 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 B.

3. **Budget; Invoicing; Payment**

   **3.1.** This is a firm-fixed price contract. The total approved budget for the Project is «GrandTotal». Recipient shall conduct and complete the Project in accordance with the Project Plan Budget set forth in the attached Appendix B [“Project Plan Budget”], which is incorporated into this Agreement by reference.

   **3.2.** Recipient shall conduct and complete the Project in accordance with the Milestone and Payment Schedule set forth in the attached Appendix C [“Milestone and Payment Schedule”], which is incorporated into this Agreement by reference. Significant changes to Appendix C [“Milestone and Payment Schedule”] require the advance mutual written agreement of the Parties. Recipient shall submit invoices electronically to PCORI on the date(s) set forth in Appendix C with payment due by PCORI within 30 days upon review and approval by PCORI of applicable milestone and/or reports, which shall not be unreasonably withheld, conditioned or delayed. 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. Recipient will submit invoices to PCORI using the PCORI Online system accessed through: https://pcori.force.com/engagement

   **3.3.** All payments are made by PCORI via Direct Deposit (ACH Fund Transfer) unless otherwise specified. However, should a check be issued, checks will be made payable to the Recipient.

4. **Reporting, Administrative, Audit, and Review**

   **4.1.** Recipient shall submit progress report(s) and/or provide updates on the Project on the timeline set forth in Appendix C [“Milestone and Payment 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 C. 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 C [“Milestone and Payment Schedule”]. All reports submitted shall use the applicable processes and forms requested by PCORI.

   **4.2.** Recipient shall retain financial records, supporting documents, and other records relevant to this Agreement and performance of the Project 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.

   **4.3.** 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.
4.4. PCORI may, 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, and allow the facilities to be inspected within a reasonable time and no later than thirty (30) days following a written request by PCORI.

4.5. PCORI reserves the right to withhold payments on this Agreement at any time, in cases where Recipient is non-compliant or in material breach of this Agreement, including failure to submit proper reports, submission of unsatisfactory reports, failure to meet the timeline relating to the Project, or failure to fulfill applicable laws, as determined at PCORI’s reasonable discretion.

4.6. 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 misspent funds, or unallowable costs), 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.

5. Intellectual Property

5.1. PCORI and Recipient agree that the Project will result in tangible and enduring products, which may include reports, conference agendas, conference summaries, papers, books, surveys, tools, training materials and formats, presentation materials, videos, articles, webinars, engagement plans, and/or other materials and deliverables (“Work Products”).

5.2. As between PCORI and Recipient, Recipient shall own the rights to Work Products created under this Agreement.

5.3. To the extent permitted by applicable law and subject to applicable legal obligations, Recipient agrees to grant and hereby grants to PCORI a royalty-free, paid up, worldwide, perpetual, irrevocable, non-exclusive, unrestricted license to all Work Products created under this Agreement, with the right to sublicense, use, reproduce, publish, distribute, disseminate, adapt, modify, create, or have created, derivatives of, or otherwise use the Work Products created under this Agreement, with appropriate attribution, for any purpose consistent with PCORI’s mission and authorizing law.

6. Dissemination

The purpose of the Engagement Award Program is to inform the public and PCORI’s work in the engagement of patients, stakeholders, and others in the research process and to enhance the ability to disseminate research findings resulting from patient-centered outcomes research and comparative effectiveness research funded by PCORI and others.

6.1. As a result, PCORI’s policy is to ensure that Work Products are disseminated to benefit the public and further PCORI’s mission. Recipient is encouraged to disseminate the Work Products through multiple channels to result in broad access for the interested field and public.
6.2. Among other forms of dissemination, PCORI recognizes the value of disseminating new evidence through scientific, peer-review journals. PCORI will work collaboratively with Recipient on timing of PCORI dissemination activities that relate to Recipient’s journal publication scheduling relating to the Project.

7. 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.

8. 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, (a) general liability insurance with coverage for the Project and obligations hereunder with policy limits of at least $1 million per occurrence and $3 million in the aggregate; 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.

9. Use of Names and Logos, Acknowledgment of Funding, and Public Announcements

9.1. Use of Name and Logos. 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).

9.2. Acknowledgements. 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 only use the PCORI names and logos consistent with the PCORI Guidelines. In any such statement, the relationship of the Parties shall be accurately and appropriately described.
9.3. Public Announcements. Recipient shall not issue 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 and intended distribution dates via email to fundedea@pcori.org (or available as otherwise directed by PCORI) to enable proper coordination.

9.4. Disclosure of Certain Factual Information Regarding the Project. 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 any such statement is accurate 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.

10. 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 D. 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.

11. Miscellaneous

11.1. 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.

11.2. 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.

11.3. No Assignment. This Agreement may not be assigned by Recipient without the prior written consent of PCORI.

11.4. 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.
11.5. **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.

11.6. **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 the Agreement.

11.7. **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.

11.8. **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.

11.9. **Authority.** The Parties executing this Agreement represent that they have the authority to enter into and bind Recipient and PCORI, respectively.

11.10. **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.

11.11. **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

Invoices submitted through:  
https://pcori.force.com/engagement
Programmatic Matters:

Attn: Director of Eugene Washington Engagement Awards
PCORI
1828 L Street, NW, Suite 900
Washington, DC 20036
fundedea@pcori.org

Contractual Matters:

Attn: Contracts Management
PCORI
1828 L Street, NW, Suite 900
Washington, DC 20036
fundedea@pcori.org

If to Recipient:

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]
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: Approved Project Plan
Eugene Washington PCORI Engagement Award Program
### Appendix B: Approved Project Plan Budget

**Eugene Washington PCORI Engagement Award Program**

[TO BE REVISED BY CONTRACTS MANAGEMENT]

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Contract Total</th>
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<tbody>
<tr>
<td>1. Personnel Costs</td>
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<tr>
<td>Salaries</td>
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<td>Fringe Benefits</td>
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<td>2. Consultant Costs</td>
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<td>4. Travel</td>
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<td>5. Other Costs</td>
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<td>«OtherTotal»</td>
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<td>6. Equipment</td>
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<td>7. Consortium/Contractual Costs</td>
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<td>Direct Costs</td>
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<td>«ConsortTotal»</td>
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<td>«DirectTTTotal»</td>
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## Appendix C: Milestone and Payment Schedule

**Eugene Washington PCORI Engagement Award Program**

*TO BE REVISED BY CONTRACTS MANAGEMENT*

<table>
<thead>
<tr>
<th>Milestone Name (To Be Completed By Applicant)</th>
<th>Description (To Be Completed By Applicant)</th>
<th>Projected Completion Date (To Be Completed By Applicant)</th>
<th>Funding Percentage (To Be Completed By PCORI Staff)</th>
<th>Payment (To Be Completed By PCORI Staff)</th>
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<td>Agreement Start Date</td>
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<td>B</td>
<td>Report 1</td>
<td>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></td>
<td>Date should be six months after contract start date</td>
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<td>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></td>
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<td>Milestone</td>
<td>Description</td>
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<td>E</td>
<td>Final Report</td>
<td>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> Date should be six months after Report 3</td>
<td></td>
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<tr>
<td>F</td>
<td>Conflict of Interest Form</td>
<td>Submit an updated Conflicts of Interest Disclosure Form Date should be same as contract term date</td>
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<tr>
<td>G</td>
<td>Agreement Term Date</td>
<td></td>
<td>Date should reflect the end of contract period</td>
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# Appendix D: Conflicts of Interest Disclosure Form

Eugene Washington PCORI Engagement Award Program

*All fields are required.*

1. Name of Engagement Award Recipient (Awardee Institution):
   
   __________________________________________________________

2. Name of PCORI-Funded Engagement Award Project:
   
   __________________________________________________________

3. Names of Engagement Award Project Lead (PL) and Key Personnel:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Role:</th>
<th>Recipient (Awardee Institution):</th>
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<tbody>
<tr>
<td></td>
<td>Project Lead</td>
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<table>
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<tr>
<th>Key Personnel Name:</th>
<th>Institution:</th>
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4. Report the existence of any financial or personal interests or associations that Recipient, and any 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, Project Lead, and Key Personnel have no financial or personal interests or associations that constitute a conflict of interest. (Attach additional documents, if needed.)

   __________________________________________________________
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.

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).
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 described above.


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 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 Project Lead must complete and sign one form.

**Administrative Official:**

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

**Project Lead:**

Signed: 
Print Name: «PIName1»
Title: Project Lead
Date: 

*Appendix D revised 12/2019*