

OMeGA Medical Grants Association
Fellowship Grant Recipient Agreement
for the 2021-2022 academic year

Order Number/Project Name/Grant ID*

Institution/Program name*

This Grant Recipient Agreement (“Agreement”) is effective upon the date (“Effective date”) of the signature below and will continue for one (1) year or until the conclusion of the academic year for which funding is provided, unless earlier terminated as defined herein. The Agreement is between OMeGA Medical Grants Association (“OMeGA”) and the Program Applicant listed in the above-noted Grant Application (“Recipient”).

Amount Awarded

Total amount awarded to the program for this grant.

Covered expenses*

Covered expenses are the supported fellow's salary and benefits. Only programs that email OMeGA to request preapproval of other direct educational expenses, including dollar amount (if salary and benefit support is not possible) and receive written approval from OMeGA during the application process, can apply award funds for items other than salary and benefits. If the request was preapproved and award funds were used for other direct educational expense support, grant Recipient must attach a copy of the educational expense request and OMeGA's approval email to the Midyear and Final reports, along with appropriate receipts as part of the award financial reconciliation.

Non-covered expenses*

Non-covered expenses include capital improvement (such as, but not limited to, addition of a permanent structural improvement or restoration of some aspect of a property that will enhance the property's overall value or increase its useful life); capital equipment purchases (including, but not limited to, items with an acquisition cost of \$5,000 or more, are not disposable or consumable, are stand alone, have a useful life of one year or more); malpractice insurance coverage; endowment funding; cellular telephone payments; parking fees; computer hardware or software; travel, meals, and housing for events/meetings/courses; research; license registration; license renewal; overhead (including indirect costs from shared services including facilities, utilities, libraries, physical plant operation/maintenance, administration, student services, and building/equipment depreciation); or other expenses prohibited by the Agreement.

Recitals

OMeGA has established a grant management process under which OMeGA, as the

Administrator, receives funds from participants in the orthopaedic industry (“Donors”). OMeGA administers such grants to educational organizations to support orthopaedic education by matching funding sources with programs in need (“Grant Program”). The sole purpose of the Grant is to support scientific and educational endeavors, and the Grant Program will not promote any specific proprietary business interest of any Donor or other commercial interest. This supports OMeGA’s values of education, independence and transparency.

Recipient has applied for funding from OMeGA and has been awarded such funding from OMeGA in accordance with the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

1. Funding areas

OMeGA has established separate fellowship funding areas in each of the major subspecialty areas of orthopaedics (“Funding Areas”), including (a) Adult Reconstruction/Arthroplasty; (b) Foot & Ankle; (c) Hand & Upper Extremity; (d) Orthopaedic Oncology; (e) Pediatric Orthopaedics; (f) Shoulder & Elbow; (g) Spine; (h) Orthopaedic Sports Medicine; and (i) Trauma. Recipient has requested and received this Grant in the Funding Area and amount as described in online application (“Application”) and the grant award email (“Grant Award”), incorporated into this Agreement.

2. Availability of grant funds

Recipient acknowledges and agrees that OMeGA’s ability to provide the Grant is dependent on receiving funds from Donors. Accordingly, OMeGA shall use commercially reasonable efforts to collect funds from Donors in the time frames required in each Donor’s agreement with OMeGA. Provision of Grant funds to Recipient shall be conditioned upon OMeGA receiving such funds from Donors and OMeGA shall not be financially responsible to provide the Grant if Donors fail to provide funding. OMeGA will promptly provide Recipient with relevant information regarding the unavailability of funds for the Grant.

3. Grant application

Recipient has completed a “Grant Application” and, as described in the Grant Application, Recipient has made all decisions regarding the identification of educational needs, determination of educational objectives, and expenses for which the Grant will be used. Recipient represents and warrants that the information provided in the Grant Application is true, correct, consistent throughout, complete and Recipient will use funds only as provided or allowed in this Agreement and the Grant Application. The Grant Application is hereby incorporated into this Agreement by this reference.

4. Donor influence prohibited

Recipient agrees that it shall not disclose the identity of the fellow supported by this grant to OMeGA in required reports or required report attachments including receipts. Recipient shall provide the name and current contact information of the fellow benefiting from the grant in the supported program if requested on or after July 1, 2023. OMeGA agrees that it shall not publicly release the name of the fellow benefiting from the grant in the supported program until July 1, 2023, subject to any exceptions referenced in Paragraph 8.f. However, if reporting requirements referenced in Paragraph 8.f. apply to Recipient's grant funds, Recipient agrees to provide such additional information as OMeGA may request and may be required under the Affordable Care Act's Open Payments Regulations by Donors.

In addition, Recipient agrees to only provide the information requested by OMeGA for required reports.

If applicable, Recipient agrees to ensure meaningful disclosure to the audience at the time of the program for company funding and any significant relationships with medical device companies. Recipient program shall require that a presenter disclose when a product is not approved in the United States.

Donor(s) do not have influence over selection of Recipients.

5. Entire funding

The funds described in this Agreement represent the entire funding from OMeGA to the Grant Program related to the Grant Application described in the Application and the Grant Award.

Recipient represents and warrants that it has not received any other payments from any Donor or other organization in connection with the functions described in the Grant Agreement, Application and the Grant Award, except as specifically disclosed to OMeGA.

Funding may be utilized for supported fellow's salary and benefits. Only programs that requested and received a separate written preapproval from OMeGA during the application process for other direct educational expenses can attribute award funds to non-salary and non-benefits / direct educational expenses as indicated in OMeGA's approval.

Recipient will not use funds for any capital improvement (such as, but not limited to, addition of a permanent structural improvement or restoration of some aspect of a property that will enhance the property's overall value or increase its useful life); capital equipment purchases (including, but not limited to, items with an acquisition cost of \$5,000 or more, are not disposable or consumable, are stand alone, have a useful life of one year or more); malpractice insurance coverage; endowment funding; cellular telephone payments; parking fees; computer hardware or software; travel, meals, and housing for events/meetings/courses; research; license registration; license renewal; overhead (including indirect costs from shared services including facilities, utilities, libraries, physical

plant operation/maintenance, administration, student services, and building/equipment depreciation); or other expenses prohibited by the Agreement.

6. Reporting; Payment terms; Return of unused funds; Penalties

a. **Required reports.** Recipient will display certificate received from OMeGA as indicated below, write and e/mail donor appreciation letters to all donors in the awarded subspecialty, download required case log forms, and provide OMeGA with two reports regarding the use of funds provided by OMeGA. Acceptance of the grant and use of the funds is conditional upon Recipient's timely, accurate, and thorough completion of all information fields requested in online reporting required by OMeGA, without modification, including additional data tracked on required OMeGA forms for case logs and Use of funds summary, and copies of receipts.

Recipient will provide reports using the online grant management system utilized by OMeGA. Recipient will provide follow-up information requested by OMeGA within the time frames established by OMeGA.

i. 2021-2022 Certificate – Display by August 15, 2021

At the start of the academic year, Recipient (addressed to named program applicant) will receive a framed certificate commemorating the program's grant. Recipient agrees to display the certificate in a departmental common area, conference room or office. Subspecialty donors are listed on the certificate. Recipient agrees to show this certificate to donor company representatives when present at program institution, when possible. Recipient will not reveal the name and current contact information of the supported fellow benefiting from the grant in the supported program prior to July of the year after the grant term has concluded.

ii. Donor appreciation letter(s) and acknowledgement – Due September 15, 2021

Recipient will provide additional recognition and appreciation by thanking OMeGA donors in the form of a letter. Separate letters on institutional letterhead for each of the companies that support the subspecialty category awarded are to be signed by Recipient program leadership. Refer to Section 11. Miscellaneous provisions of this Agreement for names of donors by subspecialty. Donor appreciation letters cannot include the name of the supported fellow, the award amount, or any information that would mandate the company disclose the fellow on Open Payment reporting.

OMeGA will provide additional guidelines, suggested introductory copy and donor e/ mailing information after the start of the academic year. Recipient will email a draft version of the letter for OMeGA's approval prior to finalizing and sending to donor(s). Recipient will copy OMeGA on each donor email at info@omegamedicalgrants.org. The online grant management system acknowledgement must be submitted, and donor appreciation letters e/mailed to donors within the time frame specified.

iii. Case log form download and acknowledgement – Due October 15, 2021

Required subspecialty case log forms are provided to Recipient in advance of report due dates. Program will complete the forms and upload as part of their Midyear and Final reports. Recipient will download the forms and recognize receipt of the forms by submitting the acknowledgment through the online grant management system within the time frame specified.

iv. Midyear report – Due February 1, 2022

A Midyear report submitted through the online grant management system provides information for the first six (6) months of the academic year. It includes basic information regarding the fellowship program, the supported fellow, including fellow's activities such as research, presentations, and procedures performed, and financial reconciliation to date.

v. Final report – Due August 1, 2022

The Final report submitted through the online grant management system should describe attainment of fellowship objectives and outcomes, reconciliation of all expenses for the academic year, and other requested information as described in OMeGA's report request documents.

All reports, and subsequent requests for additional/incomplete information, must be submitted within the time frame requested and through the online grant management system. **If required items, acknowledgements and complete Midyear and Final reports are not submitted by the established due dates the payment schedule for all subspecialty program's grants will be suspended, the current grant may be rescinded, the subspecialty program will be ineligible to receive a grant if award recommendations are pending, subsequent grants already communicated to the Recipient's subspecialty program for future years will be rescinded, and the Recipient's subspecialty program will be ineligible to apply for a subsequent grant for one additional funding cycle.**

Provisions for additional time to complete financial reconciliation must be requested in writing and approved in writing by OMeGA in advance of the report due date. Delays in reports or financial reconciliations beyond the original report due date may negatively impact Grant Program's eligibility for grants in future grant cycles. An extension to use funds beyond the academic year is not allowed and unused funds must be returned to and received by OMeGA within 45 days of the end of the academic year.

vi. Reporting use. Information provided in Midyear and Final reports may be used by OMeGA for communication purposes in electronic and/or print format. OMeGA will omit program names and provide information in aggregate to conceal the identity of Recipient. OMeGA may publicly release the name of the fellow benefiting from the grant and the supported organization name beginning July 1, 2023, subject to any exceptions referenced in Paragraph 8.f.

b. **Payment terms.** Grant funds will be provided in three payments as described below. Payments will be made within four weeks of the milestones described below.

50% of Grant funds will be provided to Recipient within thirty (30) days of acceptance of this Agreement by Recipient, but no earlier than August 1, 2021.

40% of Grant funds will be provided to Recipient within thirty (30) days of OMeGA's receipt and approval of the Midyear report, but no earlier than February 15, 2022.

10% of Grant funds will be provided to Recipient upon OMeGA's receipt and approval of the Final report, after the conclusion of the funding cycle and completion of all funded fellowship activities, but not earlier than August 15, 2022.

Payment schedule may be adjusted by OMeGA if there are outstanding reports due to OMeGA from the subspecialty program for any grant. Reports are reviewed and approved by OMeGA before payments are released. Installment check will be released within 30 days of report being approved by OMeGA, but not earlier than release dates indicated above.

It is the Recipient's responsibility to notify the program/organization's grant/accounting/financial department of the award, the award amount and any changes to the award/award amount. It is the Recipient's responsibility to keep the necessary individuals and departments in the institution informed of the grant and changes that may take place since the primary grant Recipient contacts may vary over the lifetime of the grant. It is the Recipient's responsibility to track and ensure check payments have been received and routed to the correct location. Checks that have not cleared OMeGA's bank within six (6) months will not be reissued and the grant may be rescinded.

c. **All funds expended.** Recipient shall notify OMeGA immediately and by February 1, 2022 with the Midyear report if all award funds will not be used for allowed expenses by July 31, 2022, the end of the 2021-2022 academic year. Recipient shall ensure its institutional accounting/financial department is in complete agreement with the financial assessment by the required date so OMeGA can distribute funds most effectively.

If Recipient returns grant funds after the program/organization's accounting/financial department has stated that all funds would be used by the end of the awarded academic year the payment schedule for the subspecialty program's grants will be suspended, the current grant may be rescinded, the subspecialty program will be ineligible to receive a grant if award recommendations are pending, subsequent grants already communicated to the Recipient's subspecialty program for future years will be rescinded, and the Recipient's subspecialty program will be ineligible to apply for a subsequent grant for one additional funding cycle.

d. **Reconciliation and return of unused or improperly used funds.** Recipient shall promptly reimburse OMeGA all unused or improperly used funds if the Midyear and Final

reports show unused funds or if OMeGA determines that Recipient has used funds for purposes other than those specifically approved in the Grant Application or in violation of the terms of this Agreement.

Any unused balance less than \$100 is considered de minimis and does not need to be reimbursed to OMeGA. Reimbursement of total unused amount when the total unused amount is greater than \$100 shall be due at the time of submission of the Final report and received by OMeGA within 45 days of the Final report due date. **If reimbursement is not received within 45 days of the Final report due date, any subsequent grants already communicated to the Recipient's subspecialty program for future years will be rescinded and the Recipient's subspecialty program will be ineligible to apply for a subsequent grant for one additional funding cycle. The Recipient's subspecialty program will be ineligible to apply in any grant cycle until the reimbursement amount has been received by OMeGA.**

e. Duplication of funding and return of funds. If Recipient receives additional outside funding for a fellowship that duplicates funding provided by the Grant Program, Recipient shall notify OMeGA immediately and return the redundant Grant funds to OMeGA, unless OMeGA determines otherwise in its sole discretion.

f. Delayed start. If, for any reason, the fellow is delayed more than 30 days from the start of the academic year indicated in the Grant Application the award amount will be prorated. The Recipient will provide immediate notice within 30 days to OMeGA so any unused prorated funds can be redistributed within the same academic year. Required donor appreciation letter(s), case log downloads, acknowledgements, Midyear and Final report due dates remain as indicated above.

7. Representations and warranties of Recipient

a. Recipient agrees to comply with the Advanced Medical Technology Association's revised (2009 and 2020) Code of Ethics ("AdvaMed Code") and PhRMA guidelines as part of the Grant Agreement.

b. Recipient covenants, warrants, and agrees that neither Recipient, nor any of its affiliates, officers, directors, subcontractors, agents, or agents who may benefit from this grant have ever been debarred, excluded, suspended, or otherwise deemed ineligible to participate in federal or state health care programs or from federal or state procurement programs, or convicted of a criminal offense with respect to health care reimbursement, nor threatened to be debarred, excluded, suspended or indicted for a crime or otherwise engaged in conduct for which a person can be debarred, excluded or suspended. The governing body is the Office of Inspector General of the Department of Health and Human Services ("OIG").

c. Recipient and its employees, agents or affiliates will comply with Anti-Kickback laws (Statute, 42 U.S.C. § 1320a-7b(b)) with respect to the performance of the terms and

conditions of this Agreement.

8. Compliance

a. **Independence.** This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of any Donor. Recipient is responsible for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be able to control the content of Recipient's program, selection of education methods, and the evaluation of Recipient's activities.

b. **No promotion.** Nothing in this Agreement requires or shall be construed to require any party or any grant recipient, or any of their employees or contracted personnel, to use, order, and purchase or recommend the use, order or purchase of any products or services products of any specific Donor or medical device manufacturer.

c. **Preservation of professional judgment.** Recipient represents and warrants that the receipt of funds shall not affect professional judgment as to the products and services that are best for patients (if any) serviced by the Recipient or its employees or contracted personnel, or otherwise affect decisions regarding the use, ordering or purchase of medical products or services. The parties agree that there will be no product-specific advertisement or promotion of any type in connection with this Grant. The provision of promotional materials and promotional activities at meetings at which Donor(s) and Recipients are present will be conducted in accordance with the terms of this Agreement.

d. **Promotion guidelines.** Product-specific advertisement or promotion of any type is prohibited in relation to activities conducted under this Agreement. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Promotional activities of Donors must be kept separate from activities conducted under this Agreement. Recipient shall not display promotional materials related to any Donor(s) in connection with the activities supported by the Grant. Recipient shall not permit Donor(s) to engage in sales or promotional activities in connection with the Grant.

e. **Donor guidelines.** OMeGA represents that Donor(s) have also agreed to comply with the guidelines in their respective industry in connection with this grant.

f. **Centers for Medicare & Medicaid Services Open Payments Reporting.** In compliance with specific Donor reporting requirements, OMeGA will report to Donor(s) such information that Donor requires to achieve compliance under Open Payments, in connection with this Grant.

9. Policies and procedures

Recipient agrees to abide by the policies and procedures of OMeGA in connection with this Grant and the Grant Program

10. Term and termination

This Agreement will continue in effect for one (1) year or until the conclusion of the academic year for which funding is provided. Recipient must re-apply for additional years. OMeGA may terminate this Agreement by providing notice to Recipient in the event Donors do not provide required funding as described herein.

Recipient may terminate this Agreement at any time upon thirty (30) days' notice, in which period Recipient must return any pro-rated funds, provide an accounting to OMeGA of funds used up to the date of termination, and provide a final report in the form provided by OMeGA. OMeGA reserves the right to request refund of any improperly used funds. In the event such request is made by OMeGA, Recipient shall issue payment to OMeGA within 45 days of notice from OMeGA.

11. Miscellaneous provisions

a. **Publicity.** Recipient agrees to provide the following public statement through official press releases, annual reports, newsletters and/or websites. Contact OMeGA at info@omegamedicalgrants.org to confirm the category donors in your subspecialty. The text should read as follows:

"(Your program name) acknowledges OMeGA Medical Grants Association and the support of (category donor names) for its generous (subspecialty fellowship) grant."

Recipient will send OMeGA the text of any other proposed publicity by Recipient concerning OMeGA or utilizing OMeGA's name or logo with at least 10 business days for review. Recipient shall not publicly release said text without prior written approval of OMeGA.

Recipient will provide additional recognition and appreciation by thanking OMeGA donors in the form of a letter. See Section 6.a.ii.

Donors by category

Donors for the 2021-2022 academic year are:

This section will be completed by OMeGA at the time 2021-2022 grants are awarded to programs.

If additional donor(s) provide funding for the 2021-2022 academic year, Recipient will equally recognize new donor(s).

b. **Assignment.** Neither party shall be permitted to assign any of its rights hereunder without the prior written consent of the other party, except to a legal affiliate thereof.

c. **Governing law.** This Grant Agreement shall be governed by the law of the State of Illinois, U.S.A., without regard to conflict of law rules and venue for resolution of dispute will reside with the state and federal courts located in Cook County, Illinois, U.S.A.

d. **Notices.** All notices required by this Agreement shall be in writing and shall be delivered personally, sent by certified mail or overnight delivery service to the intended recipient at the address for such intended recipient set forth below, or to such other address or facsimile number as the party may designate in writing.

To OMeGA:

OMeGA Medical Grants Association
Attn: Kristin Glavin, Esq.
Executive Director
9400 West Higgins Road Suite 205
Rosemont, IL 60018-4975
U.S.A.

To Recipient:

To the Individual and address as specified in the Grant Application

e. **Relationship of parties.** The relationship of the parties for purposes of this Agreement shall not be one of employment or partnership. By entering into this Agreement, neither party to this Agreement is, in any way, assuming any liabilities, debts or obligations of the other party, whether now existing or hereafter created.

f. **Third party beneficiaries.** This Agreement is solely for the benefit of the parties and no provision of this Agreement shall be deemed to confer upon third parties.

g. **Unenforceability.** Should any part of this Agreement be determined to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

h. **Authorization.** The entity signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized by all necessary corporate action, and this Agreement constitutes the valid and binding obligation of each party, enforceable against such party in accordance with its terms.

i. **Amendment; Binding effect.** This Agreement may not be modified except in writing

executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

j. **Entire agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof.

Acceptance of terms & conditions.*

This grant is conditional upon Grantee’s acceptance of the terms and conditions set forth herein. By selecting the “I Accept Grant Terms and Conditions” below Grantee agrees to accept and comply with the stated terms and conditions of this grant. Your program will receive no funding related to the Grant Application if you do not accept this Agreement as written.

Choices

I accept grant terms and conditions I decline grant terms and conditions.

Authorized signature.

The electronic signature on this document of the person authorized to enter into legal contracts on behalf of Grantee will represent Grantee’s acceptance of this award and agreement to comply with the stated terms and conditions of this grant. **You must be an authorized signatory or officer of the Grantee duly empowered to enter legal contracts for Grantee to execute this agreement.** Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, Institution name, and Date in the spaces below.

Prior to submitting, print a copy of this completed Agreement for your records.

Name of authorized signatory*

Character Limit: 50

Title of authorized signatory*

Character Limit: 50

Institution/Program name*

Character Limit: 150

Date*

Character Limit: 25