



BLUE CROSS BLUE SHIELD OF MICHIGAN FOUNDATION
Terms and Conditions of Grant

To induce the Blue Cross and Blue Shield of Michigan Foundation ("Foundation") to make the grant requested, the undersigned grantee ("Grantee") accepts and agrees to comply with the following conditions, in the event that such grant is awarded.

1. PURPOSE AND ADMINISTRATION.

Grantee agrees that the grant shall be used exclusively for the purposes specified in the Grantee's proposal, dated ("Grant Purpose"). In the event that all or any portion of the granted funds are either

(a) not used within the time specified in the grantee's proposal or within any approved extension of said time period, or

(b) are used or spent for purposes other than the Grant Purpose,

then in each case of (a) and (b) above such unspent or diverted funds, as the case may be, shall be repaid by Grantee to the Foundation in accordance with Section 7 (Grant Reversion and Termination) below.

The Foundation reserves the right to withhold additional payments due Grantee in the event it becomes aware that grant funds have been diverted or used for purposes other than the Grant Purpose.

The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be disbursed to any organization or entity, whether or not formed by the Grantee, other than as specifically set forth in the grant proposal referred to above.

All copyright interests in materials produced as a result of this grant are owned by the Grantee. The Foundation, however, retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use in modified form (e.g., shortened, summarized or abbreviated) or otherwise use and to authorize use of any such materials for any lawful purpose in furtherance of the Foundation's mission to enhance quality, control costs, and improve access to health care in Michigan. Notice will be provided to the Grantee should the BCBSM Foundation use or authorize the use of such materials.

No part of the grant shall be used for a grant contract or subcontract to another person or organization without prior written approval of the Executive Director of the Foundation or the designated Senior Program Officer.

2. BUDGET.

Expenditures of the grant funds must adhere to the specific line items in the Grantee's approved grant budget. Transfers among line items (increases and decreases) must be requested on the Request for Budget Adjustment Form and approved by the Executive Director of the Foundation or the designated Senior Program Officer.

3. ACCOUNTING AND AUDIT.

During the grant period and for no less than four (4) years thereafter ("Record Retention Period"), Grantee shall maintain adequate books and records as it relates to the grant and its use thereof. A systematic record on a fund-accounting basis shall be kept by the Grantee of the receipt and disbursement of funds and expenditures incurred under the terms of the grant, and all substantiating documents, such as bills, invoices, canceled checks, receipts, etc., shall be retained in the Grantee's files during the Record Retention Period. The Grantee agrees to promptly furnish the Foundation with copies of such documents upon the Foundation's request, and without charge to the Foundation.

The Foundation, at its expense, may audit or have audited the records of the Grantee insofar as they relate to the disposition of funds granted by the Foundation, and the Grantee shall provide all necessary assistance in connection therewith without charge to the Foundation. Randomly selected projects may be selected for routine audit with or without cause.

4. REPORTS.

Narrative and financial reports shall be furnished by the Grantee to the Foundation at the following times:

- the midway point of the grant, and in any event at least annually if the grant period is for more than one (1) year in duration. The due date for such midterm/annual reports will be determined by the Foundation; and
- Within thirty (30) days from the conclusion, or upon expiration or termination, of the grant.

The narrative reports should briefly summarize the objective of the project, describe grant-related activities including the progress made by the Grantee towards achieving the grant's objectives, and discuss any problems or obstacles encountered including the strategy used to resolve the problem(s).

The financial reports shall be in the same format as the approved grant budget, and for each line item, show the original project budget, the balance carried forward as of the report date, the amount expended against each line item for the current period, and the resulting balance remaining in each line. A total is to be shown for each column. If an encumbrance system is used, encumbrances are to be shown in a separate column from cash expenditures.

The Foundation may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Foundation or its designees to observe the Grantee's program procedures and operations, and to discuss the program with the Grantee's personnel.

The final report shall be presented to the Foundation within thirty (30) days of the end of the grant period, unless an extension is granted. The final report shall be of a quality and in a format suitable for publication.

The Foundation may request grant recipients to present their research at an appropriate forum within the state of Michigan.

5. PUBLIC REPORTING.

The Foundation will report this grant, if made, in BCBSM and BCBSM Foundation communications and publications (e.g. BCBSM Foundation Annual Report, BCBSM press releases, BCBSM blogs, etc.). The Grantee may be asked to review and approve a project summary briefly describing the Grantee's activity which will be used by the Foundation to respond to inquiries and for other public information purposes.

The Grantee shall send to the Foundation copies of all papers, manuscripts, and other information materials which it produces that are related to the project sponsored by the Foundation.

In all publications, press releases, annual reports, or other announcements - Grantees are required to refer to the Foundation as "Blue Cross and Blue Shield of Michigan Foundation."

6. CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS.

If the grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that an institutional review board, which applies the ethical standards and the criteria for approval of grants set forth in the Department of Health and Human Services policy for the protection of human research subjects and other appropriate data confidentiality (45CFR part 46, as amended from time to time), has determined that the human subjects involved in this grant will not experience risk over and above that involved in the normal process of care, and that appropriate safeguards will be established to protect against the unauthorized use or distribution of confidential data.

7. GRANT REVERSION AND TERMINATION.

If the grant is intended to support a specific project or to provide support for a specific period of time, any portion of the grant unexpended at the completion of the project and the end of the time period and any authorized extension thereof shall be returned by the Grantee to the Foundation within thirty (30) days.

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party specifying the effective date of termination. BCBSM Foundation requires reimbursement within thirty (30) days following the effective date of the grant termination for (a) all grant funds unexpended as of the effective date of termination, (b) all grant funds expended for purposes or items allocable to the period of time subsequent to the effective date of termination, (c) or any portion of the grant funds spent or used for purposes other than those specified in the Grantee's proposal.

The BCBSM Foundation may, for its sole convenience, cancel this grant in whole or part, with or without cause, at any time by giving the Grantee thirty (30) days written notice of its intention to do so. In the event of such termination, the Grantee will be entitled to recover all approved project costs incurred prior to date of termination.

If the grant is terminated prior to the scheduled completion date, the Grantee shall, upon request of the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of the funds and expenditures incurred under the grant as of the effective date of termination.

8. LIMITATIONS AND CHANGES.

It is expressly understood that the Foundation together with Blue Cross Blue Shield of Michigan ("BCBSM") and their respective subsidiaries and affiliates, by making this grant, have no obligation to provide data or support to the Grantee for purposes of this project or any other purposes other than the support requested in the grant request or agreement to provide data as expressly described in a separate letter of agreement by BCBSM, its subsidiaries or affiliates. Any changes, additions, or deletions to the conditions of the grant must be made in writing only and must be jointly approved by the Foundation and the grantee. If the grant is awarded, the Foundation agrees to fund projects for the period indicated in the Grantee's Award Letter. Subsequent years of funding, for multiple year requests, shall be reviewed and approved, as detailed in the Grantee's Award Letter.

Foundation, BCBSM and their respective subsidiaries and affiliates do not assume any responsibility for any claims that may result from the acts or omissions of Grantee or its employees or personnel, whether in connection with the grant project or otherwise, nor any violation of applicable law by Grantee or its employees or personnel.

9. COMPLIANCE WITH APPLICABLE LAWS

Grantee agrees that it will comply with, and will cause its employees and personnel working on the grant project to comply with, all applicable laws, rules and regulations in connection with the grant project, and will not infringe upon any intellectual property, privacy or publicity rights of any third party.

The Foundation will have no obligation to make any disbursement to Grantee if such disbursement or payment would violate any applicable law, rule or regulation.

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

DATE

GRANTEE ORGANIZATION

AUTHORIZED SIGNATURE OF ORGANIZATION OFFICIAL

TITLE OF ORGANIZATION OFFICIAL

DATE

SIGNATURE OF PROJECT DIRECTOR/PRINCIPAL
INVESTIGATOR

**Please complete this form and email it with your completed application to:
foundation@bcbsm.com**