



## Terms of the Award 2020 Grant Cycle

**Overview:** Awards are made to non-profit academic, non-governmental or research institutions within the state of Virginia on behalf of the Award Recipients. The Award Recipient Institution is responsible for the administrative and financial management of the project, including any subcontracts, and maintaining adequate supporting records and receipts of expenditures.

The Jeffress Trust Awards Program in Interdisciplinary Research is administered by The Medical Foundation at Health Resources in Action (“the Administrator”), for The Thomas F. and Kate Miller Jeffress Memorial Trust, Bank of America, N.A., Trustee (“the Trustee”). Health Resources in Action (HRiA) is a nonprofit organization in Boston that advances public health and medical research.

**Award Amount and Funding Period:** One-Year Awards totaling \$100,000 will be awarded for the funding period of June 30, 2020 – June 29, 2021. Award Recipients may postpone the start date for up to three months without an approval but the revised date must be noted either on the Award Agreement signature page or by an email notification to the Program Officer. Longer delays must be approved by the administrator. A delayed start date will not reduce the total Award Period (e.g., a project start date of September 30, 2020 will revise the project end date to September 29, 2021).

**Institutional Assurances:** If applicable, Award Recipients are expected to adhere to all national, state and local regulations regarding the use of animals, radioactive or hazardous materials, recombinant DNA in their research projects and human tissue.

It is the responsibility of the Award Recipient Institution to make sure that all approvals (IRB, IACUC, other) are in place prior to releasing any Award funds. The signature of the Authorized Institutional Representative on the Application Face Sheet confirms this oversight.

**Liability:** The Administrator and Trustee, do not assume any liability or responsibility for activities supported by this Award including, without limitation, incidents or accidents involving the Award Recipient (whether on travel, in the laboratory or classroom, or otherwise).

**Scientific Misconduct:** The appropriate federal, state, and local guidelines with regard to scientific misconduct must also be in place and enforced at the Award Recipient Institution. In the unlikely event that an Award Recipient is involved in an investigation of scientific and/or financial misconduct, he or she will be subject to the procedures in place at the Institution. The Institution must notify the Administrator of both the investigation and the procedures that the Institution will follow. According to the NIH/U.S. Department of Health and Human Services, research misconduct is defined as the “fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.” A finding of scientific and/or financial misconduct must be reported to the Administrator and may affect the Award Recipient’s continued eligibility for support under this Program.

**Use of the Award Funds:** The laws of the United States place certain restrictions on the manner in which funds awarded to organizations by charitable trusts and foundations may be expended. This Award may be used to support the Award Recipient's salary and fringe benefits; salaries and fringe benefits of personnel essential to the project; publication of scientific data; travel to scientific meetings; laboratory and data processing supplies; and other direct expenses such as equipment essential to the project. A proportion of the Award must be allotted towards funding undergraduate student research through stipend support. Salaries must be in proportion to the percent effort on the research project. However, percent effort may exceed the percent of total remuneration requested.

Funds may not be used for new construction, the renovation of existing facilities, general operating costs, fundraising projects or endowments. Funds may not be used for any political activity or for any other purpose prohibited by the Internal Revenue Service Code.

**Indirect Costs** (institutional overhead): The Award monies may not be used to cover any Indirect Costs at either the Award Recipient Institution or any contracting institution.

The grant monies which have been awarded, including any interest earned therein, may only be used for the purposes stated in this agreement. Funds may not be expended for any other purpose without the prior written approval of the Trustee.

**Re-Budgeting:** Expenditures are expected to be within reasonable range of the Budget that was submitted in the Award Recipient's original application. All requests for re-budgeting or reallocation of grant funds over \$20,000 must be conveyed by email to the Administrator. The request must include the current allocation of resources along with specific detail and justification for the reallocation.

**Financial Responsibilities of the Award Recipient Institution:** The Award Recipient Institution will keep systematic records of all expenditures relating to this Award. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc. will be retained by the Institution for three (3) years after the close of the Award period and will be available for inspection by representatives of the Trust, during normal business hours and upon reasonable notice throughout this period. The Trustee may, at their expense, examine, audit, or have audited the records of the Institution insofar as they relate to activities supported by this Award.

**No-Cost Extension:** Following the Award period, a no-cost extension for up to nine months may be granted upon receipt and approval for a no-cost extension. The request will contain a section for justifying the extension, the unexpended balance, and a timeline for expenditure of the remaining funds. A Final Scientific report is due at the completion of the extension period. Any portion of the Award not expended at the conclusion of the extended project period must be made payable to Bank of America, Trustee, and returned to the Administrator within sixty (60) days.

**Transfer or Termination of Award:** Awards are made to the Institution where the named Award Recipient is conducting research. If the Award Recipient moves to another non-profit, non-medical, research institution in Virginia during the Award period, transfer of funds to continue the project at the Award Recipient's new institution must be approved by the Administrator. If approved, the Award Recipient will be responsible for notifying the Administrator of the new institution and payee information to facilitate the award transfer to the new Institution.

If the Award Recipient is not continuing the research in another nonprofit research setting, the Award will be cancelled and unused funds must be returned within sixty (60) days. Transfer of the Thomas F. and Kate Miller Jeffress Memorial Trust Award to another P.I. is not permitted. Disposition of any equipment purchased by the Award Recipient with Award funds will be evaluated on a case by case basis. If the project is terminated for any reason, any unused funds must be made payable to Bank of America, Trustee, and returned to the Administrator within thirty (30) days.

It is the responsibility of the Award Recipient as well as the Institution to notify the Administrator of any change in employment status of the Award Recipient in a timely manner and usually not less than thirty (30) days prior to such change.

**Unexpended Funds:** Any portion of the Award not expended at the conclusion of the project period must be made payable to Bank of America, Trustee, and returned to the Administrator within sixty (60) days. Exceptions to the unexpended funds policy are made if the remaining funds can be allocated to project related expenses such as dissemination plans and presentation of results at scientific meetings. Remaining funds must be appropriately allocated on the final report to close the project or returned.

**Unused Funds and Reversion:** Should any of the following events occur, the Administrator, on behalf of Trustee, may demand repayment of all unexpended portions of the Award; moreover, all unpaid installments may be cancelled. The Award Recipient Institution is also required to give written notice if there is a change in the Institution's status as noted below.

- A determination, preliminary or otherwise, is made by the United States Internal Revenue Service that the Award does not constitute a qualifying distribution.
- The Award Recipient Institution fails to perform any of its duties, in the judgment of the Trustee the Administrator, or the Scientific Review Committee, required by the Terms of the Award. In such cases, the Administrator shall provide no less than thirty (30) days termination notice in writing to the Institution, upon which the Institution shall have an additional thirty (30) days following receipt of such notice within which to cure any deemed failures.
- The Award Recipient Institution ceases to be exempt from income taxes under the Internal Revenue Service Code or becomes a private foundation.
- There is a material change in the purpose, character, or method of operation of the Award Recipient Institution such as to jeopardize its tax status.

**Family and Medical Leave:** The Award Recipient may continue to expend any Award funds allocated to salary during medical or parental leave consistent with the Institutional level of paid leave for such purposes. Medical leave may be taken for a serious health condition of the employee or to care for the employee's spouse, child, or parent who has a serious health condition. Family leave may be taken by either parent for the adoption or the birth of a child.

**Reporting Requirements:** Final Scientific and Financial Reports are due sixty (60) days following conclusion of the Award Period or at the start of a no-cost extension period. The Award Recipient will

receive Report forms by email approximately three weeks prior to their due dates. It is the responsibility of the Award Recipient to email the Fiscal Report Form to the Fiscal Officer and ensure that the Administrator receives this completed form. The Trustee and the administrator reserve the right to place a hold on funds where the Award Recipient is non-compliant with these Reporting Requirements.

**Patents, Copyright and Intellectual Property:** The Award Recipient should follow the Institution's policies regarding discoveries or any other intellectual property that results from research conducted under this Award. Neither the Trustee nor the Administrator will retain any rights to published results or patents that result from the research.

**Confidentiality and Third Party Release:** Application materials as well as Scientific Progress and Final Reports are considered confidential. The Administrator engages third parties who have the necessary expertise to review the submitted materials and evaluate each project. Although the Administrator endeavors to protect the confidentiality of the reports by requiring reviewers to sign confidentiality agreements, confidentiality cannot be guaranteed. The administrator and Trustee are not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

The Administrator and the Trustee, reserves the right to public acknowledgement of Award information (Award Recipient Name, Institution, Project Title, and Research Project Summary). This information will be made available through the website of the Administrator and may be posted on other affiliated organization websites, publicly accessible databases of privately funded awards, or published in print form or other media. Noted in the online application form, it alerts the applicant that the project summary will be posted on the Administrator's website if the project is funded.

**Scientific Poster Sessions and Events:** Award recipients are expected to share research findings in a timely manner through professional meetings and/or publications.

**Acknowledgements:** Professional publications or presentations resulting from research work supported by the award must acknowledge **The Thomas F. and Kate Miller Jeffress Memorial Trust, Bank of America, Trustee and any specified Program donor (if applicable).**

**Post Award:** Award Recipients agree to update Health Resource in Action about any new position, affiliation, or contact information (especially email address) and provide his/her current Biosketch as requested. The Recipient understands that this obligation survives the Award period and that he/she has an ongoing obligation to provide this information.

Program staff duties at The Medical Foundation are divided between Pre-Award, which include: applications, submissions and award review; and Post-Award functions which include: progress and final reports, project updates, no-cost extensions, budget and personnel revisions or updates, publication updates, transfer, termination or the return of funds.

If any questions arise during the Award, please do not hesitate to contact the relevant Pre-Award or Post-Award program staff person at The Medical Foundation at HRiA program webpage at (<https://hria.org/tmf/jeffress>).

**Questions:**

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**The Medical Foundation**, *at Health Resources in Action*

Jeffress Trust Awards Program in Interdisciplinary Research

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