

**DEBORAH MUNROE NOONAN MEMORIAL RESEARCH FUND**  
**Bank of America, N.A., Trustee**  
**Terms of the Award**

**Overview:** Awards are made to non-profit institutions within the geographical area of interest 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 Deborah Munroe Noonan Memorial Research Fund award program is administered by The Medical Foundation at Health Resources in Action (“the Administrator”), for Deborah Munroe Noonan Memorial Research Fund, Bank of America, N.A., Trustee (“the Funder”). Health Resources in Action (HRiA) is a nonprofit organization in Boston that advances public health and medical research.

**Award Amount and Funding Period:** Awards are made according to the stated schedule. Recipients may postpone the start date for up to three (3) months without an approval, but the revised date must be noted either on the signature page of this Agreement or by an email notification to the Administrator. Longer delays must be approved by the Administrator. A delayed start date will not reduce the total award period but will adjust the schedule out to include the entire period.

Awards are made to non-profit academic, medical, non-governmental or research institutions within the United States on behalf of the Recipients. The Institution is responsible for the administrative and financial management of the Project, including any subcontracts, and maintaining adequate supporting records and receipts of expenditures.

**COVID-19 Related Research Disturbances:** Upon award funding recommendation notification, the Recipient or recommended principle investigator (“PI”) if not the Recipient and the Institution shall confirm that the Recipient’s laboratory (and any laboratories/facilities/staff included in the proposed Project) will be operational, and able to start the work described in the Project’s research proposal by funding start date or within the standard three (3) month delayed start timeframe. Start dates beyond the three (3) month timeframe will be considered with assurances from the Institution.

**Institutional Assurances:** Recipients must adhere to all federal, state, and local regulations regarding the use of human subjects, animals, radioactive or hazardous materials, and recombinant DNA in this Project. It is the responsibility of the Recipient’s Institution to ensure that all approvals (IRB, IACUC, other) are in place prior to releasing any award funds. The confirmation of the representative of the Institution on the application forms confirms this oversight.

**Liability:** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, agents, or directors, to the extent allowed by law.

**Indemnity:** To the extent permitted under the applicable federal, state, and local laws and regulations which govern the Recipient and Institution, the Recipient and Institution shall indemnify and hold HRiA, Trustee, and Funder, as well as their respective directors, officers, employees, and assigns (the “Indemnified Parties”) harmless from and against any and all costs, losses, or expenses, including reasonable attorneys’ fees, that the Indemnified Parties may incur by reason of the Recipient and Institution and/or PI’s negligence or misconduct or any third-party claim arising out of or in connection

with the project. If this provision is prohibited under the laws that govern the Recipient and Institution, then this provision shall be deemed unenforceable and shall have no force and effect.

**Research Misconduct:** Institution certifies that it has established administrative policies as required by Public Health Service Policies on Research Misconduct, 42 CFR § 93, and will comply with the policies and requirements (collectively, the "Policy") set forth therein. In the unlikely event that a Recipient is involved in an investigation of research misconduct directly related to the Project, he or she will be subject to the procedures in place at the Institution as applicable. According to the Policy, research misconduct is defined as the "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest error or difference of opinion."

To the extent legally permissible, the Institution must notify the Administrator of a finding of research and/or financial misconduct related to the Project and may affect the Recipient's continued eligibility for support for the Project.

**Other Funding:** Neither the Institution nor the Recipient will accept funding from another source which will result in an overlap of funding for this Project, or result in greater than 100% effort of the Recipient or Key Personnel. The Institution and the Recipient are responsible for determining whether acceptance of this award will jeopardize support they may receive from other sources and ensuring that the Recipient has the capacity required to perform the Project within the proposed timeline. The Recipient will immediately report to the Administrator any additional funding available for activities related to this Project.

**Use of the Grant Funds and Payment Schedule:** The laws of the United States place certain restrictions on the manner in which funds awarded to Institutions by charitable trusts and foundations may be expended. The payment of the award will be issued by the Funder in accordance with the payment schedule noted on this agreement.

Expenses eligible for support include the Recipient's salary and fringe benefits; salaries and fringe benefits of personnel essential to the Project for only their work as it directly relates 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. Award funds may only be used for salaries in proportion to the percent effort on the 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, fundraising projects or endowments. Funds may not be used for any political activity, accumulated deficits, or for any other purpose prohibited by the Internal Revenue Service Code. Funds awarded for the direct costs of the project may not be used for general operating costs. Research-related expenses not directly related to the Project, general office supplies, individual institutional administrative charges in addition to indirect costs (e.g. telephone, other electronic communication, IT network), professional membership dues, and pre-award charges are **not** allowable expenses.

The grant monies which have been awarded, including any interest earned thereon, 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 Funder.

**Indirect costs** (institutional overhead) may not exceed 20% of direct costs. The maximum of indirect costs is \$26,666 for a two-year \$160,000 award. Funds for indirect costs must be reflected as an integral component of the total budget. In instances where there is a subcontract, the combined dollar amount for indirects taken by both the Award Recipient Institution and contracting institution may not exceed maximum allowed.

**Re-Budgeting:** Expenditures are expected to be within reasonable range of the Project budget as accepted by the Administrator. All requests for re-budgeting or reallocation of grant funds over \$10,000 must be submitted a minimum of thirty (30) days prior to requested effective date of change. Re-budgeting requests should be clearly justified in the annual financial report or conveyed in an update to the financial report to the Administrator. The request must include the current allocation of resources along with specific detail and reason for the reallocation. If the Institution makes a request for re-budgeting or reallocation outside of the annual progress reporting process, Institution must contact Program Staff to obtain the required forms.

**Financial Responsibilities of Award Recipient Institution:** The Institution will keep systematic records of all expenditures relating to the Project. 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 Funder during normal business hours and upon reasonable notice throughout this period. The Funder may, at their expense, examine, audit, or have audited the records of the Institution insofar as they relate to Project activities supported by this award.

**Carry Forward of Funds:** Funds, up to \$20,000, remaining at the end of Year 1 of a two-year Award may be carried over to the next year and incorporated into that year's budget. Requests to carry forward unspent funding from one year's budget to the next must be clearly justified in the annual financial report. Carry forward requests over \$20,000 may be disallowed if adequate justification is not provided.

**No-Cost Extension:** A no-cost extension for up to nine months may be granted upon receipt and approval for a no-cost extension request. The request will be submitted between 30 and 90 days prior to current project end date and contain justification for the extension, the unexpended balance, and a timeline for expenditure of the remaining funds. Final Reports are due at the completion of the extension period. Any portion of the award not expended at the conclusion of the extended period must be returned to the Funder, either in care of the Administrator or directly based on written instructions from the Administrator, within sixty (60) days.

**Changes in Award Status:** Any changes in the Project's research design including changes to/omission of specific aims described in the Recipient's accepted Project proposal require a formal written request and prior approval before implementation. Changing of Project plans without prior approval may result in the suspension of payments, early termination of the award, and/or reimbursement to the Funder of any expended or unexpended funds. Any change in percent effort of the Recipient, or other personnel providing a substantial intellectual contribution to the Project (collectively, the "Key Personnel") requires prior written request and approval. Requests should include the reason for the change and a description of how the change will affect the scope of work, implementation, and timeline of the Project. All requests for changes to the Project design, aims, or percent effort of the Recipient or Key Personnel must be received by the Administrator at least thirty (30) days prior to the desired effective date of the change.

**Transfer or Termination of Award:** Awards are made to the institution where the named Award Recipient is conducting research. In the event that the Award Recipient leaves that institution, the Award is not

transferable to another institution without prior approval of the Administrator. Recipient will notify and seek approval from the Administrator to continue the Project at the Recipient's new institution. This communication must include a letter from the Department Chair confirming the availability of resources to continue the project as well as a Fiscal Report stating the remaining fund balance. If the transfer is approved, the Award Recipient will be responsible for notifying the Administrator of the new payee information and coordinating the fund transfer.

If approved, the Institution will return unexpended Project funds, subject to allowable costs and non-cancelable obligations, to the Administrator to coordinate the transfer of unexpended funds to the new institution.

In the event of early termination of this Agreement, for any reason, Institution will be reimbursed for allowable costs and non-cancellable obligations incurred prior to the date of termination.

If the Recipient is not continuing the Project in another nonprofit research setting, the award will be canceled, and unused funds must be returned within sixty (60) days. Transfer of the award to another PI, if applicable, is not permitted. Disposition of and title to any equipment purchased by the Recipient with award funds will be evaluated on a case-by-case basis. If the Project is terminated for any reason, any unused funds, subject to allowable costs and non-cancelable commitments incurred in the performance of the Project but not yet paid for, will be returned to the Funder, either in care of the Administrator or directly based on written instructions from the Administrator, within sixty (60) days. Performance under this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

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

**Unused Funds and Reversion:** Should any of the following events occur, the Administrator, on behalf of the Funder, may demand repayment of all unexpended portions of the grant; moreover, all unpaid installments may be cancelled. The Grantee 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 Internal Revenue Service that the grant does not constitute a qualifying distribution.
- The Grantee Institution fails to perform any of its duties, in the judgment of the Funder, the Administrator or its 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 Grantee Institution ceases to be exempt from income taxes under of 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 Grantee Institution such as to jeopardize its tax status.

**Unexpended Funds:** Funds in excess of \$200 not expended or committed for the purpose of the award within the grant period shall be reported and returned to the Administrator's attention and made payable to of the Deborah Munroe Noonan Memorial Research Fund (the "Funder"), Bank of America, N.A., as Trustee of the Deborah Munroe Noonan Memorial Research Fund. Funds below \$200 may be retained by the Award Recipient's institution and not processed for return to the Administrator.

**Medical and Family 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:** A Progress Narrative and Financial Report is due 60 days prior to the continuation of funding of multi-year awards. Final Narrative and Fiscal Final Reports are due within sixty (60) days following the project end date. Requests for no-cost extension or re-budgeting will be made to Post-Award Program Staff a minimum of 30 days prior to requested effective date of change. In cases where an extension has been granted, Award Recipients may be required to file an interim status report. The Award Recipient will receive an email notice and forms for these reports, approximately three weeks prior to their due dates. The Medical Foundation reserve the right to place a hold on funds in cases where the Award Recipient is non-compliant with these Reporting Requirements.

Requests for no-cost extension or re-budgeting should be made to the Administrator thirty (30) to sixty (60) days prior to requested effective date of change. In cases where an extension has been granted, Recipients may be required to file an interim status report.

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

**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 the Funder are not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

The Administrator and the Funder reserve the right to public acknowledgement of Project information (Recipient Name, Institution, Project title and research 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. As noted in the application guidelines, the Project summary submitted with the application 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 “Deborah Munroe Noonan Memorial Research Fund, Bank of America, N.A., Trustee.”

**Post Award:** Award Recipients to make good faith efforts to update the Administrator about any new position, affiliation, or contact information (especially email address) and respond to reasonable requests for information on his/her research progress and contact information following the Award period. The Recipient may be requested to provide a current Biosketch or update information in an online database. The Recipient understands that this obligation survives the Award period.

**Questions:**

Noonan Fund web page: <https://hria.org/tmf/Noonan>

Contact: [NoonanAwards@hria.org](mailto:NoonanAwards@hria.org)