

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 (the “Institution”_ within the United States on behalf of the award Recipients (the “Recipient”). 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.

Related Research Disturbances: Upon award funding recommendation notification, the Recipient or recommended principal 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, or biologic samples including informed consent, radioactive or hazardous materials, and recombinant DNA, when appropriate in this Project. It is the responsibility of the Recipient’s Institution to ensure that all human subjects and other required institutional approvals (IRB, other) are in place prior to releasing any award funds. The signatures of the Authorized Institutional Representative on the Application Face Sheet and the Institutional Officer on the “Institutional Officer Acceptance Agreement” confirm 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 applicable federal, state, and local laws and regulations which govern the Recipient and Institution, the Recipient and Institution (the together, “Indemnifying Party”) shall indemnify and hold the Administrator 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 from any third party claim arising out of or in connection with the Award to the extent caused by the Indemnifying Party’s or its directors’, officers’, or agents’ acts or omissions, or failure to comply with the terms of this Agreement.

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 a finding of research and/or 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 an investigation or finding of research and/or financial misconduct related to the Project. Research misconduct 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 Award Funds: The laws of the United States place certain restrictions on the way funds awarded by charitable trusts and foundations may be expended. **Award funds and any interest earned may be used only for the research project and budget as submitted in the Recipient’s Project proposal.** Funds may not be expended for any other purpose without the prior written approval of the Administrator. The payment of the award will be issued by the Funder in accordance with the payment schedule noted on this agreement.

The Recipient Institution must exercise proper stewardship over award funds and ensure that costs charged to the award are allowable, allocable, reasonable, necessary, and consistently applied in line with the Project’s accepted proposal and budget. The Institution shall be liable for reimbursement to the Funder of any award funds associated with any inappropriate or unauthorized expenditures or fraudulent or improper conduct involving the use of award funds. The grant monies which have been awarded, including any interest earned therein, may only be used for the purposes stated in 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 a reasonable range of the Budget that was submitted in the grant application and as accepted by the Administrator. All requests for re-budgeting or reallocation of Award funds over \$10,000 must be clearly justified in the annual financial report or conveyed in an update to the financial report to the Administrator a minimum of thirty (30) days prior to the requested effective date of change. The request must include the current allocation of funds along with specific detail and justification 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 the 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. All 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 may be disallowed if adequate justification is not provided.

No-Cost Extension: Following the two-year Award period, a no-cost extension for up to nine months may be granted upon receipt and approval of a no-cost extension request. The request for no-cost extension (NCE) forms must be communicated via email to the Administrator a minimum of thirty (30) and maximum of ninety (90) days prior to the end of the award period. Incomplete forms will not be processed. The NCE request form includes a section for justifying 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 Administrator within sixty (60) days. In cases where an extension has been granted, Recipients may be required to file an interim status report. The Funder and the Administrator reserve the right to place a hold on funds in cases of non-compliance with these Reporting Requirements.

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. If the Award Recipient is planning a move to another nonprofit academic, medical, non-governmental or research institution during the Award period, transfer of funds to continue the project must be communicated via email to the Administrator. This request must include a Fiscal Report stating the remaining fund balance as well as a letter from the proposed Department Chair at the new institution confirming the availability of resources to continue the project. If the transfer is approved, the Award Recipient and the new Institution will be responsible for notifying the Administrator of the new payee and oversight contacts as well as coordinating the fund transfer.

If the 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 Award to another individual 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, subject to allowable costs and non-cancelable commitments incurred in the performance of the Project but not yet paid for, must be returned to 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: The Institution is required to give written notice if there is a change in the Institution's status as noted below. 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.

- A determination, preliminary or otherwise, is made by the United States Internal Revenue Service that the Award does not constitute a qualifying distribution.
- The Institution fails to perform any of its duties, in the judgment of the Funder, the Administrator or its 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 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 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. Similarly, budgeted costs for maintaining the research study may be expended during the leave, subject to institutional policies. Re-budgeting of these expenses during leave requires approval of the Administrator.

Reporting Requirements and Payment Schedules: Final scientific and financial reports are due sixty (60) days following conclusion of the award period. Progress reports are due annually in August, regardless of award start date. The Recipient will receive access to the required online report forms by email approximately three (3) weeks prior to their due dates. It is the responsibility of the Recipient to email the Financial Report Form to the Institution's Financial Officer and ensure that the Administrator receives this completed form. The Funder and Administrator reserve the right to place a hold on funds where the 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. The Funder 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 Recipient should follow the Institution's policies regarding discoveries or any other intellectual property that results from research conducted under this Award. Neither the Administrator nor the Funder of this Award will retain any rights to intellectual property including patents, copyrights, trademarks, or other proprietary rights 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 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 Award information (Recipient Name, Institution, Project Title and 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. 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: The Recipient is expected to share research findings in a timely manner through professional meetings and/or publications.

Acknowledgements: Professional publications or presentations resulting from Project work supported by the award must acknowledge the "Deborah Munroe Noonan Memorial Research Fund, Bank of America, N.A., Trustee."

Post Award: Award Recipient shall make good faith efforts to respond to the Administrator's reasonable requests for information on his/her research progress, new position, affiliation, or contact information (especially email address) 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