

**William O. Seery Foundation
Mentored Research Award
Clinical, Health Services and Policy Research**

Bank of America, N.A., Trustee



Two-Year Awards of \$90,000 (\$45,000 per year)
Funding Period: January 31, 2022 – January 30, 2024

Terms of the Award

Program Overview and Statement of Purpose: The William O. Seery Foundation was created in 2006 to support “research for the treatment and cure of cancer of all types.” As steward of the Seery Foundation, Bank of America, Private Bank (the Funder) works with The Medical Foundation at Health Resources in Action (the Administrator) to support the most qualified Applicants working in clinical, health services or policy research. HRiA is a non-profit organization in Boston, MA that advances public health and medical research.

While William O. Seery Foundation Applications are received through the Patterson Trust Request for Application process, proposals focused on understanding cancer and improving its treatment selected for support by the William O. Seery Foundation will be notified and provided Award documentation in accordance with the following Seery Foundation Terms of the Award.

In order for Bank of America, N.A., as Trustee of the William O. Seery Foundation, and The Administrator at Health Resources in Action (the Administrator) to carry out our legal responsibilities, we must ask the Award Recipient Institution (“Institution”) and the Award Recipient (“Award Recipient”) to review and abide by the following **Terms of the Award**, sign the appropriate Acceptance Agreement, and retain a copy for your records.

Awards are made to a university medical school, hospital or affiliated research institution (the “Institution”) in the states of Connecticut, New Jersey or Rhode Island on behalf of the Award 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.

The grant monies which have been awarded, including any earned interest, may only be used for the purposes stated in this Agreement.

The following **Terms of the Award** apply to both the Award Recipient Institution and the Award Recipient.

Award Amount and Funding Period: Two-Year Awards totaling \$90,000 will be made for the funding period of January 31, 2022 – January 30, 2024. Recipients may postpone the start date for up to three months without a formal request. Longer delays must be approved by the Administrator. A delayed start date will not reduce the total Award Period but will extend the end date out equally.

COVID-19 Related Research Disturbances: Upon award funding recommendation notification, the recommended Principal Investigator and their Institution shall confirm that the Principal Investigator’s laboratory (and any laboratories/facilities/staff included in the proposed research) will be operational, and able to start the work described in the Research Proposal by funding start date or within the

standard 3-month delayed start timeframe. Start dates beyond the 3-month timeframe will be considered with Institutional assurances.

Institutional Assurances: The Award Recipient must adhere to all federal, state, and local regulations regarding the use of human subjects or biologic samples including informed consent when appropriate, animals, radioactive or hazardous materials, and recombinant DNA in their research projects. It is the Institution's responsibility to make sure that all approvals (IRB, IACUC, 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: The Administrator and the Funder do not assume any liability or responsibility for activities supported by this Award including, without limitation, incidents or accidents involving any project personnel or study subjects (whether on travel, in the laboratory or classroom, or elsewhere).

Scientific Misconduct: The Administrator also requires that the appropriate federal, state, and local guidelines with regard to scientific misconduct are 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, as it relates to this Award, he or she will be subject to the procedures in place at the Institution. To the extent legally permissible, the Institution must notify the Administrator of both the investigation and the procedures that the Institution will follow.

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.

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 an Award Recipient is involved in an investigation of research misconduct directly related to this Award, 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 Award and may affect the Award Recipient's continued eligibility for support under this Program.

Other Funding

Neither the Institution nor the Award Recipient will accept funding from another source which will result in an overlap of funding for this funded project or result in greater than 100% effort of the Award Recipient or Key Personnel. The Institution and the Award Recipient are responsible for determining whether acceptance of this Award will jeopardize support they may receive from other sources and ensuring that the Award Recipient has the capacity required to perform the research within the proposed timeline. Additional funding for activities related to this Award shall be reported to the Administrator immediately.

Financial Responsibilities of Award Recipient Institution: The 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 Funder during normal business hours and upon reasonable notice

throughout this period. The Funder may, at its expense, examine, audit, or have audited the records of the Institution insofar as they relate to activities supported by this Award.

Use of the Award Funds: The laws of the United States place certain restrictions on the manner in which funds awarded by charitable trusts and foundations may be expended. Award funds may be used to support salaries and fringe benefits; publication of scientific data; travel to scientific meetings; laboratory and data processing supplies; and other direct expenses such as equipment (up to \$2,000) essential to the research project.

Award Recipients with clinical responsibilities must have protected time of at least 70% for research; Awardees without clinical responsibilities must commit at least 90% time to research. Salaries must be in direct proportion to the percent effort on the research project. However, percent effort may exceed the percent of total salary requested from this Award.

During the COVID-19 Pandemic, Awardees with Clinical Responsibilities remain eligible if they typically have 70% protected time for research but had an increased in clinical responsibilities necessitated by the COVID-19 response that has reduced their protected research time.

The grant monies which have been awarded, including any interest earned, may only be used for the purposes stated in this agreement and in accordance with the approved budget. Any change in the budget must receive prior written approval from the Administrator.

Funds may not be used to support the Mentor's or Division Chief's salary, new construction, the renovation of existing facilities, general operating costs, fundraising, endowments or any political activity.

Indirect costs (institutional overhead): Indirect Costs are not allowed.

Re-Budgeting: Expenditures are expected to be within reasonable range of the Budget that was submitted with the grant application. Requests for re-budgeting or reallocation of grant funds over \$5,000 must be conveyed by email to the Administrator's Grants Officer. The request must include the current allocation of funds along with specific detail and justification for the reallocation. Any line item change to the budget must receive prior approval from The Administrator.

Reporting Requirements: Awards are made for a two-year period; award payments will be made once a year. Funding for Year 2 is contingent upon the timely submission of scientific and fiscal progress reports and a satisfactory assessment of the Recipient's progress by the Scientific Review Committee. The Mentor/Division Chief is also required to complete a section of the Progress Report that addresses the Recipient's research and training plans during the second year of funding.

Scientific and Fiscal Progress Reports will be due in September regardless of the start date of the Award. Final Reports are due two months following completion of the Award period or an approved no-cost extension. Recipients will receive an email notice and forms for all yearly reports approximately three weeks prior to their due dates. The Funder and the Administrator reserve the right to place a hold on funds in cases of non-compliance with these Reporting Requirements.

Carryover of Funds: Funds remaining at the end of Year 1 of the Award period may be carried over to Year 2 and incorporated into that year's budget.

No-Cost Extension: Following the Two-Year Award period, a no-cost extension for up to nine months may be granted upon email notification to the Program Officer. Requests for a no-cost extension should be made

at least 30 days prior to the conclusion of the Award period. This communication must include an explanation for the extension, the unexpended balance, and a timeline for completing the project. Any funds remaining at the close of the extended project period must be returned. The check is payable to the "William O. Seery Foundation" and mailed to the Administrator within sixty (60) days.

Final Scientific and Fiscal Reports are due 60 days following completion of the award or the no-cost extension.

Unexpended Funds: Any funds remaining at the close of the extended project period must be returned to the Administrator and made payable to the Funder.

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 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 Division Chief / Mentor 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. If the project is terminated for any other reason by either party, any unused funds must also be returned within sixty (60) days. Disposition of any equipment purchased by the Award Recipient with Award funds will be evaluated on a case by case basis.

Transfer of this Award to another individual is not permitted.

Change in Award Recipient Status: 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 at least 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 Funder, may demand repayment of all unexpended portions of the Award; 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 and the Administrator, 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 the United States 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.

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. 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.

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 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 (Award Recipient Name, Institution, Project Title and Research Project Summary). This information will be made available through the website of the Administrator (www.hria.org/tmf/Patterson) and may be posted on other affiliated organization websites, included in publicly accessible databases of privately funded awards, or published in print form or other media. The project summary submitted with the application will be posted on the Administrator's website if the project is funded.

Acknowledgement of Support: The Award Recipient is expected to share research findings in a timely manner through professional meetings and/or publications. Publications or presentations resulting from research supported by this Award must acknowledge the **William O. Seery Mentored Research Award for Cancer Research, Bank of America, N.A., Trustee**. Upon publication, please email a copy, or a link to the full text, to the Administrator.

The Award Recipient and Institution are encouraged to announce receipt of this Award entitled, the **William O. Seery Mentored Research Award for Cancer Research, Bank of America, N.A., Trustee** and credit financial support as above.

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.

Contact Information:

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