

**The Edward N. & Della L. Thome Memorial Foundation
Awards Program in Alzheimer’s Disease Drug Discovery Research
Bank of America, N.A. Trustee**

Terms of Award

Overview: Awards are made to non-profit academic, medical or research institutions throughout the United States on behalf of the Award Recipient (the “Recipient”). Funds are provided by the Edward N. & Della L. Thome Memorial Foundation, Bank of America, N.A., Trustee (the “Funder”). The Award Recipient Institution (“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 Edward N. & Della L. Thome Memorial Foundation, Bank of America, N.A., Trustee, Awards Program in Alzheimer’s Disease Drug Discovery Research is administered by The Medical Foundation at Health Resources in Action (HRiA, the “Administrator”). 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 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.

Scientific Misconduct: The Administrator also requires that the appropriate federal, state, and local guidelines regarding scientific misconduct are in place and enforced at the Institution. In the unlikely event that a Recipient is involved in an investigation of scientific and/or financial misconduct, as it relates to the Project, 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 Recipient's continued eligibility for support for the Project.

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 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 may be used only for the research project and budget as submitted in the Recipient's Project proposal. 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. Funds may not be expended for any other purpose without the prior written approval of the Administrator.

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.

Indirect costs (institutional overhead): 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 are 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 Funder.

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 \$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 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.

No-Cost Extension: A no-cost extension for up to nine (9) months may be granted upon receipt and approval of a no-cost extension request. The request must be made in a timely manner before the end of the award period. 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 period must be reported to the Funder, in care of the Administrator, within sixty (60) days. The Administrator will provide instructions regarding how unexpended funds should be handled on a case-by-case basis.

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 the project, early termination of the award, and/or reimbursement to the Funder of any expended or unexpended funds. The Administrator will provide instructions regarding how unexpended funds should be handled on a case-by-case basis. 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 Recipient is conducting research. If the Recipient plans on moving to another non-profit academic, medical, non-governmental or research institution during the award period, Recipient will notify and seek approval from the Administrator to continue the Project at the Recipient's new institution. 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, the 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 Administrator will provide instructions regarding how unexpended funds should be handled on a case-by-case basis. Transfer of the award to another PI, if applicable, may or may not be allowable. 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, must be deployed in a manner consistent with the mission of the Funder, which will be determined as needed by the Administrator. 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, will provide instructions regarding how unexpended portions of the award should be handled. The 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 Institution fails to perform any of its duties, in the judgment of the Funder, the Administrator, or its Scientific Review Committee, required by the Application Guidelines and this Agreement. 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 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: Any funds remaining at the close of an extended Project period must be reported to the Administrator. The Administrator, on behalf of the Funder, will provide instructions regarding how unexpended funds should be handled.

Medical and Family Leave: The Recipient may continue to expend any award funds allocated to salary during medical or parental leave consistent with the Institution's policies.

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 sixty (60) days before the start of the continuing year for multi-year awards. 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 Fiscal Report Form to the Fiscal Officer and ensure that the Administrator receives this completed form. The Funder and Administrator reserve the right to place a hold on expenditures where the Recipient is non-compliant with these reporting requirements.

Requests for no-cost extension or re-budgeting should be made to the Administrator a minimum of thirty (30) 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 (<http://www.tmfgrants.org/ThomeAD>) 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 **The Edward N. & Della L. Thome Memorial Foundation, Bank of America, N.A., Trustee.**

Post 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.