

**The Edward N. & Della L. Thome Memorial Foundation
Awards Program in Alzheimer’s Disease Drug Discovery Research**

**Terms of the Award
2024 Grant Cycle**

Overview: Awards are made to non-profit academic, medical, or research institutions throughout the United States on behalf of the Award Recipients. The Award Program was funded by the Edward N. & Della L. Thome Memorial Foundation and is housed within Heath Resources in Action, Inc. (“Grantor”).

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.

Award Amount and Funding Period: Two-Year Awards totaling \$500,000 (\$250,000 per year) will be awarded for the funding period of March 1, 2024 – February 28, 2026. 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 Grantor. Longer delays must be approved by the Grantor. A delayed start date will not reduce the total award period but will adjust the schedule out to include the entire period.

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 by the Grantor.

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. All trials must be registered at [ClinicalTrials.gov](https://clinicaltrials.gov). 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 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 Grantor of a finding of research and/or financial misconduct related to the Project. Research or financial 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 Grantor any additional funding available for activities related to this Project.

Use of the Award Funds: 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 Grantor.

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 Grantor 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 terms and any subsequent 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.

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.

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 Grantor during normal business hours and upon reasonable notice throughout this period. The Grantor may, at their expense, examine, audit, or have audited the records of the Institution insofar as they relate to activities supported by this award.

Reporting Requirements and Payment Schedules: Scientific Progress Reports and Financial Expenditure Reports will be due annually in December regardless of the start date of the Award. The Grantor, with reasonable notice to the Institution and Recipient, may request additional reporting, or participation in site visits or telephone conferences. Final Reports are due sixty (60) days following conclusion of the Award Period or an approved No-Cost Extension. 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 Grantor receives this completed form. 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 Grantor reserves the right to place a hold on funds where the Recipient is non-compliant with these reporting requirements.

Final scientific and financial reports are due sixty (60) days following conclusion of the award period. Requests for a no-cost extension or re-budgeting should be made to the Grantor a minimum of thirty (30) days and a maximum of ninety (90) 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 Grantor reserves the right to place a hold on funds where the Recipient is non-compliant with these reporting requirements.

Re-Budgeting: Expenditures are expected to be within reasonable range of the Project budget as accepted by the Grantor. All requests for re-budgeting or reallocation of grant funds over \$20,000 must be clearly justified in the annual financial report or conveyed in an update to the financial report to the Grantor a minimum of thirty (30) days prior to requested effective date of change. The request must include the current allocation of resources 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.

Carry Forward of Funds: 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 (“NCE”) for up to nine (9) months** may be granted upon receipt and approval of a NCE request. The request for NCE forms must be communicated via email to the Grantor 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 unexpected 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 returned to the Grantor within sixty (60) days. In cases where an extension has been granted, Recipients may be required to file an interim status report. The Grantor 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 Grantor 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 Grantor 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, nongovernmental or research institution during the award period, the Recipient will notify and seek approval from the Grantor 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 Grantor to coordinate the transfer of unexpended funds to the new institution.

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, must be made payable to the Grantor 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 Grantor 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 Grantor 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 Grantor or its Scientific Review Committee, required by the Application Guidelines and these terms. In such cases, the Grantor 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 in excess of \$500.00 remaining at the close of an extended Project period must be returned to the Grantor within sixty (60) days.

Medical and Family Leave: The 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 Grantor.

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. The Grantor of this Project will not 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 Grantor engages third parties who have the necessary expertise to review the submitted materials and evaluate each project. Although the Grantor endeavors to protect the confidentiality of the reports by requiring reviewers to sign confidentiality agreements, confidentiality cannot be guaranteed. The Grantor is not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

The Grantor reserves the right to publicly acknowledge Award information (Recipient Name, Institution, Project Title and Research Project Summary). This information will be made available through the website of the Grantor (<https://hria.org/tmf/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 Grantor's website if the Project is funded.

Scientific Poster Sessions and Events: The Grantor may hold a scientific meeting or symposium. Award Recipients will be expected to attend the meeting and present their research in a prepared talk or scientific poster. When this event is scheduled, Award Recipients are required to retain a portion of their Award, up to \$2,000, to cover any travel related expenses. There will be a minimum of six months notice prior to the date of any meeting. Award Recipients will not be reimbursed for charges associated with attending this meeting.

Acknowledgements: The 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 support from **The Edward N. & Della L. Thome Memorial Foundation Awards Program in AD Research, Health Resources in Action.**

Post Award: Recipient shall make good faith efforts to respond to the Grantor'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.

Additional Support: Awards are made for a period of two years. In making this Award, the Grantor assumes no obligation to provide additional support to the Recipient.

Contact Information:

Health Resources in Action

Email: ThomeAwards@hria.org

