

Edward N. & Della L. Thome Memorial Foundation Awards Program in Age-Related Macular Degeneration Research

Bank of America, N.A. Trustee

Terms of the Award 2020 Grant Cycle

Overview: Awards are made to non-profit academic, medical, or research institutions throughout the United States on behalf of the Award Recipients. Funds are provided by Edward N. & Della L. Thome Memorial Foundation, Bank of America, N.A. Trustee. The Award Recipient Institution is responsible for the administrative and financial management of the Award, 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 February 1, 2021 – January 31, 2023. Award Recipients may postpone the start date for up to three months without a formal request. Longer delays must be approved by The Medical Foundation at Health Resources in Action, administrator of the Edward N. & Della L. Thome Memorial Foundation Awards Program in Age-Related Macular Degeneration Research, Bank of America, N.A. Trustee. A delayed start date will not reduce the total Award Period (i.e., a project start date of March 1, 2021 will revise the project end date to February 28, 2023).

Institutional Assurances: The Award Recipient must adhere to all federal, state, and local regulations regarding the use of human subjects or biologic samples, animals, radioactive or hazardous materials, and recombinant DNA in this research project. Recipients are expected to adhere to all federal and institutional regulations regarding human studies in their research projects, including informed consent when appropriate. It is the Institution's responsibility to ensure that all approvals have been secured prior to releasing the 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 Medical Foundation and Bank of America, N.A. Trustee, 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: Bank of America, N.A. Trustee, and The Medical Foundation also expect that the appropriate federal, state, and local guidelines with regard to scientific misconduct are in place and enforced at all institutions where the Award Recipient is affiliated. In the unlikely event that an Award Recipient is involved in an investigation of scientific or financial misconduct, he or she will be subject to the procedures in place at the Institution. The Institution must notify The Medical Foundation of both the investigation and the procedures that the Institution will follow.

According to the NIH/U.S. Department of Health and Human Services, research misconduct is defined as the "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting

research results.” A finding of scientific and/or financial misconduct must be reported to The Medical Foundation and may affect the Award Recipient’s continued eligibility for support under this Program.

Use of the Award Funds: The laws of the United States place certain restrictions on the manner in which funds awarded to organizations by charitable trusts and foundations may be expended. The award from the Edward N. & Della L. Thome Memorial Foundation, including any interest earned thereon, may be used to support the Award Recipient’s salary and fringe benefits; salaries and fringe benefits of personnel essential 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. Salaries must be in proportion to the percent effort on the research project. However, percent effort may exceed the percent of total salary support requested from the Thome Awards Program.

Funds may not be used for new construction, the renovation of existing facilities, general operating costs, fundraising projects or endowments. Funds may not be used for any political activity or for any other purpose prohibited by the Internal Revenue Service Code.

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.

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 Bank of America, N.A. Trustee.

Re-Budgeting: Expenditures are expected to be within a reasonable range of the Budget that was submitted in the Award Recipient’s original application. All requests for re-budgeting or reallocation of grant funds over \$20,000 must be conveyed by email to The Medical Foundation. The request must include the current allocation of funds along with specific detail and justification for the reallocation.

Reporting Requirements: Acceptance of an award from the Thome Foundation includes a commitment to provide both Progress, Financial and Final Research Reports. Continued funding is contingent upon the timely submission of a Progress and Financial Report, regardless of the start date of the Award. All Report Templates will be emailed to Award Recipients approximately one month prior to their due date. Progress Reports will be due in December. Final Scientific and Financial Reports are due sixty (60) days following conclusion of the Award Period.

Bank of America, N.A. Trustee and The Medical Foundation reserve the right to withhold award payments in cases where the Award Recipient is non-compliant with these Reporting Requirements.

Financial Responsibilities of Award Recipient Institution: The Award Recipient 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 Bank of America, N.A. Trustee, of the Edward N. & Della L. Thome Memorial Foundation during normal business hours and upon reasonable notice throughout this period. Bank of America, N.A. Trustee, may, at its own expense, examine, audit, or have audited the records of the Institution insofar as they relate to activities supported by this Award.

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 end of the two-year Award period, a no-cost extension for up to nine months may be granted upon email notification to the Grants Officer. The Award Recipient will be required to complete a Progress Report that will contain a section for justifying the extension, the unexpended balance, and a timeline for expenditure of the remaining funds. A Final Scientific and Fiscal report is due at the completion of the extension. Any portion of the Award not expended at the conclusion of the extension must be returned to The Medical Foundation within thirty (30) days, check made payable to Bank of America, N.A. Trustee.

Transfer or Termination of Award: Awards are made to the Institution on behalf of the Award Recipient. If the Award Recipient moves to another nonprofit research institution during the Award period, transfer of funds to continue the project at the Award Recipient's new institution must be approved by The Medical Foundation. The Award Recipient must email the Grants Officer and include a letter from the proposed 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 and new Institution will be responsible for notifying The Medical Foundation of the new payee information and coordinating the fund transfer.

If the Award Recipient is not continuing his/her research in another nonprofit research setting, the Award will be cancelled and unused funds must be returned within sixty (60) days. Transfer of the Edward N. & Della L. Thome Memorial Foundation Award to another P.I. 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 must be returned to The Medical Foundation within thirty (30) days, check made payable to Bank of America, N.A. Trustee.

Change in Award Recipient Status: It is the responsibility of the Award Recipient as well as the Institution to notify The Medical Foundation of any change in employment status of the Award Recipient **at least thirty (30) days prior to such change.**

Unused Funds and Reversion: Should any of the following events occur, The Medical Foundation, on behalf of Bank of America, N.A. Trustee, may demand repayment of all unexpended portions of the Award; moreover, all unpaid installments may be cancelled. The Award Recipient 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 Award Recipient Institution fails to perform any of its duties, in the judgment of Bank of America, N.A. Trustee of the Edward N. & Della L. Thome Memorial Foundation, The Medical Foundation, or the Scientific Review Committee, required by the Terms of this Award. In such cases, the Foundation 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 Award Recipient 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 Award Recipient 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. 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.

Patents, Copyright and Intellectual Property: Award Recipients should follow their institutions' patent, copyright, and intellectual property policies regarding discoveries that result from research conducted under this Award. Bank of America, N.A. Trustee of the Edward N. & Della L. Thome Memorial Foundation and The Medical Foundation will not retain rights to any 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 Medical Foundation engages third parties who have the necessary expertise to review the submitted materials and evaluate each project. Although The Medical Foundation endeavors to protect the confidentiality of the reports by requiring reviewers to sign confidentiality agreements, confidentiality cannot be guaranteed. Bank of America, N.A. Trustee and The Medical Foundation are not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

The Medical Foundation and the Edward N. & Della L. Thome Memorial Foundation Awards Program reserve the right to public acknowledgement of Award information (recipient name, institution, project title, Award amount, research project summary). This information will be made available through the website of The Medical Foundation at Health Resources in Action (www.tmfgrants.org/ThomeAMD) 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.

Scientific Poster Sessions and Events: The Edward N. & Della L. Thome Memorial Foundation may hold a scientific meeting or symposium in Boston. 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.

Publications / Acknowledgement: 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 support from **The Edward N. & Della L. Thome Memorial Foundation, Bank of America, N.A. Trustee.**

Post Award Reporting: Award Recipients agree to update The Medical Foundation about any new position, affiliation, or contact information (especially an email address). The Award Recipient will respond to the Foundation's requests for information on his/her research progress following the Award Period and may be requested to provide a current C.V. or update information in an online database. The Recipient understands that this obligation survives the Award Period.

Additional Support: Awards from the Edward N. & Della L. Thome Memorial Foundation are made for a period of two years. In making this Award, Bank of America, N.A. Trustee assumes no obligation to provide additional support to the Award Recipient.

Contact Information:

Lindsey Carver, Grants Officer
The Medical Foundation at HRiA
LCarver@hria.org