

Robert E. Leet and Clara Guthrie Patterson Trust

Mentored Research Award

Bank of America, N.A., Trustee



Funding Period: January 31, 2023 – January 30, 2025

Terms of the Award

Program Overview and Statement of Purpose: The Robert E. Leet and Clara Guthrie Patterson Trust was created in 1980 to support research “relating to human diseases, their causes and relief.” As steward of the Patterson Trust, Bank of America, Private Bank (the Funder) works with Health Resources in Action (the Administrator) to support the most qualified Applicants working in patient-oriented clinical, health services or policy research. HRIA is a non-profit organization in Boston, MA that advances public health and medical research.

Award Amount and Funding Period: Two-Year Awards totaling \$200,000 will be made for the funding period of January 31, 2023 – January 30, 2025. 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 adjust the schedule out to include the entire period.

Awards are made to non-profit, academic, medical, or research institutions (the “Institution”) within the states of Connecticut, New Jersey and Rhode Island 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.

COVID-19 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.

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 and/or financial misconduct directly related to this Award, he or she will be subject to the procedures in place at the Institution as applicable. The Institution must notify the Administrator of both the investigation and the procedures that the Institution will follow. 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 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. The Recipient will immediately report to the Administrator any additional funding for activities related to this Award.

An NIH K Award (i.e. K08, K23, K99/R00), R01 or equivalent grant, awarded to the Recipient, cannot supplement the Award. In all circumstances, The Administrator must be notified of the receipt of additional funding at least 30 days prior to that Award start date. If such a grant is received prior to the start of funding, the application must be withdrawn and if the grant is awarded during the Award period, the Funder reserves the right to terminate the Award on a case-by-case basis. In the case of Award termination, any unexpended funds remaining from the Award must be returned to the Administrator or the Funder.

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 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 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 to support the Mentor's or Division Chief's salary. In addition, 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 (e.g. telephone, other electronic communication, IT network), professional membership dues, and pre-award charges are **not** allowable expenses.

Indirect costs (Institutional Overhead): Indirect Costs are not allowed.

Protected Time: 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.

Reporting Requirements: Awards are made for a two-year period; award payments will be made once a year. **Scientific and Fiscal Progress Reports** will be due in **November** regardless of the start date of the Award. The Recipient will receive an access to the required online report forms by email approximately three (3) weeks prior to their due dates. 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. 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. 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.

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 Administrator 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 Funder and Administrator reserve the right to place a hold on funds where the Recipient is non-compliant 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.

Change in Award Recipient Status: 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 at least thirty (30) days prior to such change. The Funder reserves the right to terminate the Award in the event of a significant change in the Recipient’s academic status, including promotions conferring independent faculty status or its equivalent. In the case of fellowship termination, any unexpended funds remaining from the Award must be returned to the Administrator or the Funder.

Re-Budgeting: Expenditures are expected to be within reasonable range of the Budget that was submitted in the grant application and 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 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.

Carryover 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. Amounts greater than \$20,000 will be scrutinized and 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 twelve (12) 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 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 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.

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. Transfer of this 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 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, 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 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.

Unexpended Funds: Any unspent funds in excess of \$200.00 remaining at the close of an extended Project period must be returned to the Administrator within sixty (60) days.

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 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 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.

Acknowledgment of Support: Recipients are 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 **Robert E. Leet and Clara Guthrie Patterson Trust Mentored Research Award, Bank of America, Private Bank, 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.

Revised (5.2022)