

Deborah Munroe Noonan Memorial Research Fund

Bank of America, N.A., Trustee

Terms of the Award

Overview: The Deborah Munroe Noonan Memorial Research Fund award program is administered by The Medical Foundation at Health Resources in Action (“the Administrator”), for Deborah Munroe Noonan Memorial Research Fund, Bank of America, N.A., Trustee (“the Funder”). Health Resources in Action (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, subject to the reporting and other conditions of this Agreement. 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; the end date will be adjusted 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.

Research Disturbances: Upon award funding recommendation notification, the Recipient or recommended principal investigator (“PI”) 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: The Institution and 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 unless the Application stipulates that seeking IRB approval is part of the project aims. 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.

Funding Provider and Not Sponsor: The Recipient and Institution acknowledges that the Administrator and Funder are solely a provider of certain funding for the research to be performed under an award and are not a sponsor of the research. The Recipient and Institution agrees that it will not make any statement, written or oral, alleging that the Administrator and/or Funder is a sponsor of the research under the award.

Indemnity: To the extent permitted under applicable federal, state, and local laws and regulations which govern the Institution, the Institution 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 Institution’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 that Institution and Recipient 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 and/or financial 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.

Anti-Harassment: The Institution shall have in place adequate controls and systems for assuring safe research environments carried out under the supervision of the Principal Investigator so that research is conducted in an environment free of all form of discrimination, harassment, intimidation, threat, and retaliation, expressly including those based on gender, sexual orientation, race, religion, national origin, disability or age. The Institution represents and assures the Administrator that (a) the Institution has in place adequate policy(ies) and procedures for reporting, investigating and addressing allegations of unlawful harassment or discrimination brought to its attention, (b) no member of the Recipient’s research team has been determined to have violated its policy(ies) against unlawful harassment or discrimination, and (c) it is not aware that Recipient or anyone on the research team has been convicted or adjudicated as violating harassment or discrimination laws.

The Institution will notify the Administrator (d) if the Recipient or a member of the research team is placed on administrative leave or if any administrative action has been imposed on the Recipient or a member of the research team relating to any finding/determination of an alleged discrimination, harassment, and/or retaliation, and (e) it will promptly report to the Administrator any determinations that any member of the Recipient’s research team has violated its applicable anti-harassment or antidiscrimination policy(ies).

The Administrator will review the finding/determination and/or administrative action, and determine the Institution’s, Recipient’s, and the research team’s continued eligibility for support for the Project. Based on the Administrator’s review, the Administrator reserves the right to take disciplinary action up to and including termination of the award.

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 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 and 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 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): Indirect costs may not exceed 20% of direct costs. The maximum of indirect costs is \$26,666 for a two-year \$160,000 award. In instances where there is a subcontract, the combined dollar amount for indirects taken by both the Recipient Institution and the contracting institution may not exceed total allowed indirects of the accepted budget.

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 \$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 requested effective date of change. The request must include the current allocation of resources along with specific

detail and reason 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.

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.

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 \$50,000 will be scrutinized and may be disallowed if adequate justification is not provided.

No-Cost Extension: A no-cost extension ("NCE") for up to twelve (12) months may be granted upon receipt and approval of a NCE request. The NCE request form must be submitted between 30 and 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 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 returned to the Administrator, within sixty (60) days.

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.

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, 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 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. 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: Should any of the following events occur, the Administrator, on behalf of the Funder, may demand repayment of all unexpended portions of the award; moreover, all unpaid installments may be cancelled. 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 Award Period (extended via NCE or otherwise) must be returned to the Administrator within sixty (60) days.

Equipment:

- **Definition**
“Equipment” means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, purchased in whole or in part with Award funds.
- **Approval and Use**
Equipment may be purchased only if essential to the Project and included in the approved budget or otherwise approved in writing by the Administrator. During the Project period, Equipment must be used primarily for the purposes of the Project. No

sale, transfer, or disposal of Equipment purchased with Award funds may occur during the Project Period without the prior written approval of the Administrator.

- **Title and Stewardship**

Unless otherwise specified in writing by the Administrator, title to Equipment purchased with Award funds shall vest in the Institution, subject to the terms of this Agreement. The Institution shall be responsible for the proper care, maintenance, and insurance of such Equipment in accordance with its policies.

- **Disposition at End of Project Period**

Upon successful completion of the Project and expiration of the Award period, Equipment may be retained by the Institution for use in biomedical or scientific research consistent with the charitable mission of the Funder, unless otherwise directed in writing by the Administrator. There will be no obligation to return Equipment funds or transfer title, provided the Equipment was used for its intended Project-related purpose.

- **Early Termination or Material Change**

In the event of early termination of the Project, or if the Recipient is no longer able to conduct the Project as approved, the Administrator may, at its discretion:

1. Permit the Institution to retain the Equipment for approved research purposes;
2. Require transfer of the Equipment to another eligible institution or investigator designated by the Funder; or
3. Require return of the Equipment to the Funder or reimbursement of its fair market value, taking into account depreciation and reasonable wear and tear.

- **Award Transfer**

If the Recipient transfers to another eligible nonprofit research institution during the Award period, the Equipment that the Administrator reasonably determines is materially necessary for completion of the funded research shall ordinarily accompany the transferred Award unless the parties agree on an alternative arrangement that adequately supports achievement of the Project objectives. Any approved transfer shall be subject to written agreement among the Funder, the original Institution, and the new institution.

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 narrative and financial reports are due sixty (60) days following conclusion of the Award Period. Progress reports are due annually in July, regardless of award start date. 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 Administrator receives this completed form. Release of each subsequent award payment is contingent upon the Administrator's receipt and satisfactory

review of all required progress and financial reports. The Funder and Administrator reserve the right to withhold or delay payment if reporting requirements have not been met or if the submitted reports indicate that satisfactory progress on the Project has not been demonstrated.

Requests for NCE or re-budgeting should be made to the Administrator a minimum of thirty (30) 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.

In order for the Funder to understand the impact of the award in the longer term, the Recipient will be expected to complete brief Alumni Reports as requested following the Award Period. Completing these forms will help ensure that all outcomes related to research funding are captured, so that the Funder can fully understand the value of its investments in research.

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 (hria.org/grants/noonan) 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 Deborah Munroe Noonan Memorial Research Fund, Bank of America, N.A., Trustee. The Award Recipient and Institution are encouraged to announce receipt of this Award entitled the "Noonan Award" and credit financial support to the Deborah Munroe Noonan Memorial Research Fund, 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/Resume/CV or update information in an online database. The Recipient understands that this obligation survives the award period.