

SAMPLE

Policy Statement and Terms and Conditions

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NOTE: The following document is presented as a sample of general LRF research grant policies for the Postdoctoral Fellowship Grant and Clinical Investigator Career Development Award. Language herein is subject to change prior to issuance to the grantee.

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Policy Statement

The Lymphoma Research Foundation (LRF) was established to provide funding for innovative lymphoma research and offer information and support for those patients and their families whose lives have been affected by lymphoma. The LRF mission is to eradicate lymphoma and serve those touched by this disease.

To ensure that LRF resources have a powerful, long-term impact on lymphoma research, applications are reviewed by the LRF Scientific Advisory Board (SAB), a volunteer group of scientists distinguished in fields related to lymphoma research. They make their judgments based upon the scientific merit of the project, the demonstrated ability of the researcher, and the suitability of the relevant Sponsoring Institution (Sponsoring Institution). Members of the SAB review the applications independently and make their recommendations to the LRF Board of Directors (LRF Board).

LRF funds research projects submitted by individuals associated with accredited academic institutions, the Joint Commission of Accreditation of Healthcare Organizations (JCAHO), accredited research hospitals and/or other research organizations that have national and international reputations for excellence, on the terms and conditions set forth herein.

Program Overview

The Foundation remains dedicated to finding a cure for lymphoma through an aggressively funded research program. LRF supports innovative research through Clinical Investigator Career Development Awards, Postdoctoral Fellowships, and several disease-specific research initiatives. Through its research program, LRF aims to advance our understanding of lymphoma and lay the foundation for improved patient care, attract and train new investigators and clinicians in lymphoma, and bring fresh ideas, energy and collaboration to the field of lymphoma research.

The LRF Grant provides support as stipulated in the budget approved by the SAB as part of the grantee's application or as amended by the SAB in correspondence with the grantee. [Note: when award is made this section will contain more detailed information for the appropriate mechanism including award amount and allowable expenses; please refer to the program's RFP for that information during the application period.]

Terms and Conditions

The term of each LRF Lymphoma Research Grant (Grant) is set according to the budget and timeline approved by the SAB (Timeline). The award is subject to termination by LRF in the event that (i) LRF does not receive a reasonable and complete progress report from the applicable grantee (LRF Grantee) in accordance with the requirements set forth in Section 8 (Reporting and Evaluation) and a clear, complete and accurate Institutional financial report in accordance with the requirements set forth in Section 10 (Accounting, Accounting Reports, and Auditing) below, or (ii) the LRF Grantee and/or Sponsoring Institution does not otherwise comply with these Terms and Conditions and the Grant Agreement executed by the parties. In the event of any such termination, the Sponsoring Institution must return any remaining funds to the LRF within 60 days.

[Information specific to the structure of the award program will be included here.]

LRF will inform the LRF Grantee at the time of the award if their award is being underwritten by a private or corporate sponsor and if such underwriting must be reported by LRF under the Physician Payments Sunshine Act. LRF reserves the right to amend or change the sponsor underwriting the award at any time during the award period; if such a change is made, the LRF Grantee will be informed within 60 days of the decision, and may decline the new sponsorship if it represents a conflict of interest.

Payments from LRF Grants shall be made to the comptroller or to the designated financial officer of the Sponsoring Institution. The Sponsoring Institution shall disburse the funds to the LRF Grantee during the term of the LRF Grant based on the Timeline provided on page 17 and the start of payments is also contingent on the execution and LRF's receipt of the signed Grant Agreement and the Policy, Terms and Conditions, which will be initialed. Late paperwork will push back the first payment and possibly the entire schedule of payments. Continued payments will be contingent on LRF receiving satisfactory progress and financial reports, as described above and further herein.

The LRF Grantee must be affiliated with an eligible Sponsoring Institution at the time of funding and at all times during the term of the LRF Grant. (See Section 6 for Institutional Transfers, if necessary.) Funds shall be paid to and administered by the Sponsoring Institution. The Sponsoring Institution and the LRF Grantee shall each, jointly and severally, pay at their own cost, all taxes and impositions in connection with the LRF Grant, including, but not limited to State and Federal unemployment taxes, social security taxes, income taxes, and sales taxes and agree to indemnify the LRF in connection with any taxes and impositions in connection with the LRF Grant paid by LRF.

The LRF Grant does not create an employer-employee relationship between the LRF Grantee and LRF. The LRF Grantee and the Sponsoring Institution may not bind LRF to any contract or any obligation without the express written consent of LRF. LRF does not assume any legal responsibility or obligation for the conduct or acts of the LRF Grantee or the Sponsoring Institution.

The following sections provide specific information on other Terms and Conditions that must be met and further describe additional obligations and responsibilities of the LRF Grantee and Sponsoring Institution:

Chapter 1 Indemnity

The Sponsoring Institution and the LRF Grantee shall, to the extent permitted by applicable Federal and State laws and regulations, jointly and severally, defend, protect, indemnify and hold harmless LRF and all of its affiliates, members, officers, directors, and employees, and any of the foregoing person's agents or other representatives from and against any and all actions, causes of action, suits (including, without limitation, personal injury, property damage, or malpractice), claims, losses, costs, penalties, fees, liabilities and damages, and expenses in

connection therewith, and including reasonable attorneys' fees and disbursements, incurred by any Indemnitee as a result of, or arising out of, or relating to the LRF Grant.

Chapter 2 Funding

The LRF Grant shall be used solely for the purposes specified in the application submitted to LRF. The LRF Grantee and Sponsoring Institution shall adhere strictly to the funding and budget guidelines approved by LRF. If the LRF Grant is not activated for any reason within six (6) months of the LRF Grant's commencement date, such LRF Grant may be terminated by LRF in the sole discretion of LRF.

In the event that the LRF Grantee cannot meet any or all of the obligations placed upon it by the terms of these Terms and Conditions, the LRF Grantee shall immediately notify LRF in writing.

Chapter 3 Notification of Funding

3 a. Notification by LRF to Grantee

Applicants chosen as LRF Grantees will be notified and a contractual agreement forwarded to them after the SAB and the LRF Board has met to select applicants and approve funding. Payments will be made based on the attached timeline or as soon thereafter as the signed contractual agreement is received by LRF.

3 b. Notification by Grantee to LRF (Additional Funding)

LRF must be informed as to the sources and the amounts of all other funding received by the LRF Grantee during the term of the LRF Grant. Notification must be submitted to LRF within 30 days of the LRF Grantee receiving award notification from the additional source. Failure to notify LRF of additional funding may result in termination of the LRF Grant.

The LRF Grantee may not simultaneously hold another competitively-applied-for postdoctoral fellowship/career development award during the term of their LRF Grant, even if the additional award supports research distinct from that supported by the LRF Grant. If it is unclear whether another organization's award should be classified as a career development award, the LRF Grant Oversight Committee will make the sole judgment as to whether the LRF Grantee can retain both the LRF Grant and their other award simultaneously. An exception will be made for awards received as part of an institutional training grant awarded to the LRF Grantee's institution (i.e., NIH K12 grants). Please refer to the Guidelines and General Instructions for Application specific criteria for concurrent funding for individual programs.

Chapter 4 Acknowledgments

The LRF Grantee and the Sponsoring Institution agree that the title "Lymphoma Research Foundation Grantee" shall be used in all publications, research talks, and poster presentations during the period of the LRF Grant. Identification with LRF shall be made in any news or press releases regarding the LRF Grantee or regarding the LRF Grantee's research project by any press organization, Department of Public Relations, or its equivalent at the Sponsoring Institution. **In addition, the LRF Grantee agrees to acknowledge LRF in all future publications, research talks,**

and poster presentations that result from the funded research project and to forward copies of such publications to LRF upon their publication.

The LRF Grant information will also be entered in the Health Research Alliance's (HRA) HRA Reporter database (formerly gHRAsp), an online, searchable database of health research awards made by non-profit, non-governmental funding organizations. HRA Reporter data encompasses only published data about the award, including grantee name, institution, amount of award and published outputs linked to the project. No confidential or unpublished data will be included in this database.

Notwithstanding the foregoing, all uses of the LRF name, trademarks and logos (LRF Marks) shall be subject to LRF prior approval (including, without limitation, in connection with any publicity release regarding the LRF Grant or the research or findings arising as a result of the LRF Grant) and LRF may revoke the right to use the LRF Marks at any time and the LRF Grantee and Sponsoring Institution shall promptly comply with any and all such LRF restrictions regarding the use of LRF Marks.

The LRF Grantee and the Sponsoring Institution each authorize LRF to use their names and likenesses and any combination thereof in any of LRF's press releases, brochures, films, videotapes, websites and any other form of media used to publicize LRF and/or for educational purposes.

Chapter 5 Integrity of the Research

It is the goal of LRF to increase the cure rates for lymphoma. The highest scientific standards in the conduct of the research supported by any LRF Grant must be maintained by the LRF Grantee, their Mentor(s), and the Sponsoring Institution. LRF Grantees agree to abide by all applicable Federal standards defining integrity and misconduct in research.¹

Chapter 6 Transfer to another Institution

If the LRF Grantee desires to transfer to another, eligible Sponsoring Institution continuation of funding, it must first attain the prior written authorization of the SAB and LRF Board, which approval is in their sole discretion. For LRF grants, eligible institutions are accredited academic institutions that support scientific research or a research hospital accredited by JCAHO – specific additional restrictions may apply depending on the LRF Grant program. For transfer to another Sponsoring Institution (with or without modification to research plan), the LRF Grantee shall submit a request with justification to the SAB not later than the date on which the new Sponsoring Institution has agreed to the transfer or 60 days prior to the anticipated transfer, whichever date is earlier. However, it is recommended that Grantees confidentially communicate regarding a possible transfer informally to LRF further in advance to facilitate acquiring LRF Board approval when needed and to obtain advice on the approval process.

¹ The US Public Health Service defines scientific misconduct as “fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results” (42 CFR Part 93).
http://grants.nih.gov/grants/research_integrity/research_misconduct.htm

In addition to the written request, the LRF Grantee and the new Mentor(s) must submit letters outlining the advantages of the transfer and the effect of the transfer on the progress of the research project involved. If, included with the transfer, the LRF Grantee proposes modification of the research project, a budget outline from the administrative department of the new Sponsoring Institution shall also be provided. (See item 9, Changes of Research Project, below.)

Only one transfer within any 12 month period may be requested for each LRF Grantee. In addition to the ongoing accounting requirements with which the new sponsoring institution shall be obligated to comply, a final accounting of disbursements of the LRF Grant funds by the original Sponsoring Institution through the transfer date shall be submitted by the original Sponsoring Institution within 30 days of the transfer. **LRF Early Career Grants may not be transferred among principal investigators (PI)**; if the LRF Grantee moves to an ineligible institution during the term of the LRF Grant, the term of the LRF Grant will end effective the last day of the LRF Grantee's employment at the Sponsoring Institution.

LRF reserves the absolute right to disapprove any transfer or any modification of a funded research project or both for any reason with or without cause.

Chapter 7 Leave of Absence

Leave of absence may be granted for up to 1 year at the sole discretion of the SAB. Maternity leave may be granted for up to 6 months. A written request for a leave of absence shall be submitted to the SAB as soon as the need for a leave of absence is known, or at least 30 days in advance of the anticipated date of the commencement of the leave, whichever date is earlier. If the request for a leave of absence is granted, funding shall be suspended during the period of the leave of absence upon the commencement date of the leave. The LRF Grantee and the Sponsoring Institution must return any unused funds to LRF with an accounting within 30 days of the commencement date of the leave. The SAB may elect in its sole discretion to terminate the LRF Grant or to suspend it pending the LRF Grantee's return from the leave of absence. **If a project has not been brought to a reasonable conclusion five years from the original project end date (as defined in section 8), LRF reserves the right to terminate the LRF Grant and request the return of unspent funds without SAB recommendation or grantee appeal.**

In the event the LRF Grantee's research is interrupted due to an incapacitating physical or mental illness or death, the LRF Grant will be terminated and the unused portion of the funds must be returned to LRF by the LRF Grantee (or legal representative) and the Sponsoring Institution with an accounting within 30 days of the date of termination. The LRF Grantee or the Sponsoring Institution (or legal representative) shall promptly inform the SAB of the incapacitation of the LRF Grantee. In the event of death of the LRF Grantee, the Sponsoring Institution (or legal representative) shall contact LRF.

Chapter 8 Reporting and Evaluation

8 (a). Progress Reports and Evaluation

At the end of each year's funding, the LRF Grantee shall submit a written progress report, using the form provided by LRF. Such report should show reasonable progress made toward completing the proposal's described research aims and/or submission of all required scientific

and financial reporting sufficient for LRF's Grant Oversight Committee (GOC) approval during any year of the LRF Grant. **If the LRF Grantee does not comply with the terms of the LRF Grant, LRF reserves the right to cancel the LRF Grant for non-compliance.**

The annual progress report must be received according to the schedule on the end of these Policy, Terms and Conditions.

The LRF Grantee is required to:

- a. Provide written progress reports on an annual basis. In addition, the LRF Grantee may be called upon to present their work in person. See item "j" below.
- b. Undergo annual review by members of the GOC.
- c. Comply with assigned deadlines for submission of annual reports, which will allow a minimum of 60 days past the LRF Grant anniversary date to report (See timetable on page 17).
- d. There will be a two week grace period after the deadline for receipt of reports. **After that time, LRF funding may be withdrawn.**
- e. The GOC may make further inquiries if the report is found to require clarification.
- f. If grants are judged to be making insufficient research progress or if other serious problems are found, the LRF Grantee will be notified and asked to reply to the concerns and issues raised by the reviewers. Also, note that
 - inquiries may be made of the Sponsor/Mentor, co-PIs or other project team members,
 - progress reports and other relevant materials may be read by a wider group of SAB members, and
 - other appropriate experts may be asked to comment.
- g. The GOC may recommend to the SAB Executive Committee that funding be ***discontinued***. The SAB Executive Committee will affirm the recommendation ***or*** propose an alternative resolution. LRF will then take action based on those results.
 - If a decision is made to discontinue funding, the LRF Grantee will have the opportunity to appeal that decision to the SAB as a whole, within a deadline set by the Executive Committee of the SAB, but not less than 45 days from the time of notification.
 - The SAB's ruling will be final, although the SAB remains subject to the oversight of the LRF Board.
- h. The last payment of each year of the LRF Grant will not be issued until the annual progress report is received by LRF (including all required financial reporting).
- i. Subsequent funding in the succeeding year will not be issued until the GOC approves the LRF Grant report.

- j. The LRF Grantee may also be required to present their work, in person, via the internet (e.g. WebEx), or video conference, to the SAB or an SAB authorized body of experts at a meeting of the SAB or a specially arranged program for this purpose. If such a presentation is to take place, the LRF Grantee will receive at least 90 days' notice.
- k. At the expiration of the LRF Grant period, the LRF Grantee must submit a final report using the form provided by the LRF. A bibliography of all patents and publications (including published abstracts, public talks, journal articles, book chapters, poster presentations, etc.) concerning the work of the LRF Grantee during the LRF Grant period must be included in the final report. Reprints of peer-reviewed publications and copies of patents must also be submitted. To present the research fully and clearly, it is recommended that all reports include figures, diagrams, and photographs, as needed.
- l. The LRF Grantee agrees to be interviewed by LRF upon termination of the LRF Grant or at any time during the LRF Grant period to determine how funding provided by LRF influenced his or her career and how it may have contributed to finding a cure and/or treatments for lymphoma.
- m. If a project has not been brought to a reasonable conclusion five years from the original project end date, LRF reserves the right to terminate the LRF Grant and request the return of unspent funds without SAB recommendation or grantee appeal.**
- n. LRF reserves the right to declare Grantees who do not submit a complete final report upon close of their grant ineligible to receive funding through other LRF grant programs.

8(b). Research Conference/Workshop

A Research Conference/Workshop may be held no more frequently than once annually to assess progress on all funded projects. Participation by the LRF Grantee in such a Conference may be required as part of this Award. Travel to such a Conference (and any other LRF-sponsored conferences relating to research) and related expenses will not be part of this Award and will be covered separately by LRF.

Chapter 9 Changes of Research Plan

Any modification of the research plan submitted with the LRF Grantee's original application, while the LRF Grant is in effect, is subject to the prior written authorization of the SAB and LRF Board, in their sole discretion. The LRF Grantee shall immediately submit to the SAB a written request for research plan modification, including a report containing a complete description of the research project, highlighting and justifying the proposed modifications. Any supporting preliminary data should be included. A revised budget from the administrative department of Sponsoring Institution shall also be provided.

Chapter 10 Accounting, Accounting Reports and Auditing

10 a. Accounting of Funds

The LRF Grant funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the Sponsoring Institution (the "Account"). The Sponsoring Institution shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred by LRF Grantee in the performance of the LRF Grant and shall

be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement shall entitle LRF to withhold payments until such compliance is demonstrated.

10 b. Accounting Reports

The comptroller or other financial officer of the Sponsoring Institution shall submit an accounting report of how the LRF Grant funds were expended during the LRF Grant period. **The accounting report shall be submitted to the LRF within 60 days of the completion of each year of the LRF Grant.** In the event that unexpended funds remain, see Reallocation, Carry-over and Reinstatement of Funds, below.

10 c. Records, Access, and Maintenance

Sponsoring Institution and LRF Grantee shall establish and maintain for at least three (3) years following expiration and/or termination of these Terms and Conditions such relevant records as are required by LRF hereunder, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by LRF with respect to any questioned costs, audit disallowances, litigation or dispute between LRF and the LRF Grantee or Sponsoring Institution shall be maintained for the time needed for the resolution of said question (but in no event for a shorter period than the three (3) year period noted above) and that in the event of early termination of these Terms and Conditions, or if for any other reason LRF shall require a review of the records related to the project, the Sponsoring Institution and LRF Grantee shall, at their own respective cost and expense, segregate all such records related to the project from its other records of operation.

At any time during normal business hours upon ten (10) days written notice and as often as LRF may deem necessary and in such a manner as not to unreasonably interfere with the normal business operations, LRF Grantee and the Sponsoring Institution shall make available to LRF or its representatives, for examination, and to appropriate state agencies or officials (if applicable), all of its records with respect to matters covered by these Terms and Conditions including, but not limited to, records of personnel and conditions of employment and shall permit LRF or its representatives to audit, examine and make excerpts or transcripts from such records.

10 d. Reallocation, Carry-over, Pre-spending, and Reinstatement of Funds

If at the end of the budget year, unexpended funds remain in an amount equal to or less than 15% of the amount budgeted for the year in question, these funds may be carried forward without prior authorization (all accounting requirements apply). If the unexpended balance is greater than 15% of the yearly budget, a written request must be made to LRF. This request shall be accompanied by a revised budget from the administrative department of the Sponsoring Institution and a letter of justification from the LRF Grantee.

Re-allocations of LRF Grant funds in an amount equal to or less than 15% of the funds budget for that year may be carried out without prior written permission, but shall be immediately reported to LRF with a revised budget. Request for reallocation of LRF Grant funds over 15% of the yearly budget must be made at least 30 days prior to the anticipated need and are subject

to the prior written authorization of the SAB, in its sole discretion. The request must be accompanied by a revised budget showing how the amounts to be re-allocated or carried forward will be used to support the project. A written justification must also be provided. LRF grant funding is not to be pre-spent at any amount level. Every LRF grant is “renewed” from year to year based on the approval of the annual report by the LRF Grant Oversight Committee. LRF reserves the right to cancel the LRF Grant if a reasonable and complete annual report is not submitted in a timely manner.

Funds will not be reinstated after LRF has received written notice of the LRF Grantee’s intent to terminate the research project.

All accounting for the LRF Grant must be completed within 12 months of the close of the LRF Grant. LRF will not pay outstanding award amounts after this 12 month period. If an extension of the LRF Grant period is made in writing, the new closure date will be the start of the 12 month period. If a project has not been brought to a reasonable conclusion five years from the original project end date, LRF reserves the right to terminate the LRF Grant and request the return of unspent funds without SAB recommendation or grantee appeal.

Chapter 11 Research Involving Vertebrate Animals, Human Subjects, or Biohazards

Research projects involving human subjects and/or vertebrate animals must meet or exceed standards required for Federal Government funding. If the proposed research will involve the use of human or vertebrate animal subjects, a signed release from the appropriate committee of the Sponsoring Institution must be provided to demonstrate approval of the proposed research protocol(s) before LRF Grant funds are released. The following sections provide specific information.

11(a) Vertebrate Animals

The Applicant and Sponsoring Institution affirm that research involving animals shall conform with the current “Guide for the Care and Use of Laboratory Animals,” National Institute of Health (NIH) publication, Department of Health and Human Services (DHHS)/U.S. Public Health Service (PHS) standards, the current PHS policy on animal research, and the “Guiding Principles on the Care and Use of Animals,” approved by the Council of the American Physiological Society. Research involving animals must also comply with all Federal and State laws and regulations, and must include approval by an institutional Animal Review Committee if required. The Applicant shall include a statement that the Applicant and the Sponsoring Institution meet and adhere to these policies and will each continue to do so throughout the duration of the LRF Grant period.

11.a (i) Exempt Projects

Those projects that do not involve the use of laboratory animals must indicate that fact by including a statement signed by the Applicant and Sponsoring Institution noting “The development of the research project at the present time does not involve the use of laboratory animals.”

11.a (ii) Changes in Research Plan

If research plans are changed and the use of vertebrate animals is anticipated, no research may be performed using animals until appropriate Sponsoring Institution committee(s) has approved and that approval has been reviewed by the SAB. Failure to notify LRF of the use of vertebrate animals in a LRF Grantee's research may result in the termination of the LRF Grant. **LRF assumes no responsibility or liability for the use or care of any animal used in a research project supported by a LRF Grant and the LRF Grantee, Mentor, and Sponsoring Institution shall each indemnify and hold LRF harmless from any damages or injuries resulting from the use and care of any animal used in any such research.**

11(b) Human Subjects

The Applicant and Sponsoring Institution affirm that investigations involving human subjects and materials proposed in the application and subsequently carried out have been endorsed by the Committee on Clinical Investigation or other appropriate designated body of the Sponsoring Institution. The LRF Grantee and Sponsoring Institution further affirm that any research involving human subjects will conform ethically with the guidelines prescribed by the NIH, including the provision of suitable explanation to human subjects or their guardians concerning experimental design and all significant hazards so that they may be in a position to provide appropriate informed consent prior to the investigations. All applications shall include a statement indicating approval from the appropriate body at the Sponsoring Institution guaranteeing that ethical guidelines shall be met.

11.b (iii) Exempt Projects

Those projects that do not deal with human subjects shall include a statement signed by the Applicant and Sponsoring Institution noting "The development of the research project at the present time does not involve the use of human subjects or materials."

11.b (iv) Changes in Research Plan

If research plans are changed and the use of human subjects or materials is anticipated, no research may be performed with human subjects or materials until appropriate Sponsoring Institution committee(s) have approved and that approval has been reviewed by the SAB. Failure to notify LRF of the use of human subjects or materials in a LRF Grantee's research may result in the termination of the LRF Grant.

LRF assumes no responsibility or liability for the authorized or unauthorized use of human subjects and materials in any research funded by any LRF Grant and the LRF Grantee, Mentor, and Sponsoring Institution shall each indemnify jointly and severally, hold LRF harmless from any damages or injuries resulting from the use of human subjects and materials.

11(c) Biohazards

All Applicants shall include in the application a statement describing any potential biohazards and a description of the safeguards planned where such hazards to any lifeform, including human, animal, and plant, may be encountered. When applicable, the research protocol shall

be reviewed and approved by the Sponsoring Institution's Biohazards Committee and shall conform to NIH guidelines.

11. c (v) Exempt Projects

Those projects that do not deal with biohazards shall include a statement signed by the Applicant and Sponsoring Institution noting "The development of the research project at the present time does not involve the use of regulated biohazards."

11. c (vi) Changes in Research Plan

If research plans are changed and the involvement of regulated biohazards is anticipated, no research may be performed that involves such hazards until the appropriate Sponsoring Institution regulatory committee(s) have approved and that approval has been reviewed by the SAB. Failure to notify LRF of the involvement of regulated biohazards in a LRF Grantee's research may result in the termination of the LRF Grant.

LRF assumes no responsibility or liability for any such biohazards or the failure of any safeguard and the LRF Grantee, Mentor, and Sponsoring Institution shall each indemnify and hold LRF harmless from any such biohazards whether known or unknown.

Chapter 12 Defaults

If the LRF Grantee, Mentor, or Sponsoring Institution fails to follow or adhere to any policy or requirement expressed in these Policy Statement, Terms and Conditions or fails to carry out the research supported by the LRF Grant, or does not comply with all terms and conditions of the Grant Agreement, without limiting any other rights or remedies of LRF, LRF may terminate the LRF Grant and the Sponsoring Institution must return any remaining funds.

Chapter 13 Arbitration

Any dispute between LRF and the LRF Grantee, Mentor, or Sponsoring Institution that cannot be resolved informally shall be resolved exclusively through confidential arbitration in New York, New York, or another location mutually agreeable to the parties to such dispute, in accordance with the rules of the American Arbitration Association. In no event will LRF be liable for any indirect, consequential or exemplary damages in such arbitration or otherwise and in no event shall LRF be liable for any damages in excess of the amount, if any, that LRF granted to the LRF Grantee less any amounts that the LRF Grantee actually received from LRF.

Chapter 14 Availability of Research Results: Publications, Intellectual Property Rights, and Sharing Research Resources

It is LRF policy that the results and accomplishments of the activities that it funds should be made available to the public. The LRF Grantee, Mentor, Sponsoring Institution acknowledge the foregoing and, as applicable, agree to share all information, discoveries, or ideas arising out of research funded in whole or in part by LRF with LRF and the medical community at large.

As a means of sharing knowledge, LRF encourages grantees to arrange for publication of LRF-supported original research in primary scientific journals. For each publication that results from LRF grant-supported research, grantees must include an acknowledgement of LRF grant

support. In general, rights in data resulting from a grant-supported project shall follow the Sponsoring Institution's policies to the extent such policies include applicable provisions. Any publications, data or other copyrightable works developed under an LRF grant may be copyrighted without LRF approval. One copy of each publication resulting from work performed under an LRF grant supported project must accompany the annual or final progress report submitted to LRF.

14 (a) Public Access Policy – PubMed Central

In addition, LRF-funded researchers are required to submit, or have submitted for them, to the National Institutes of Health's Pub Med Central database an electronic version of the author's final manuscript including all modifications from the publishing and peer review process (the "postprint") upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. This requirement applies to all grants awarded after May 1, 2012, whether LRF funds the research in whole or in part.

All scientific progress reports must include the PMC ID number to publications supported by the Lymphoma Research Foundation starting May 1, 2012.

14 (b) Unique Research Resources

Investigators conducting biomedical research frequently develop unique research resources. Categories of these resources include synthetic compounds, organisms, cell lines, viruses, cell products and cloned DNA as well as DNA sequences, and mapping information. Specific examples include specialized or genetically defined cells, including normal and diseased human cells; monoclonal antibodies; hybridoma cell lines; microbial cells and products; viruses and viral products; recombinant nucleic acid molecules; DNA probe; nucleic acid and protein sequences; certain types of animals, such as transgenic mice; and intellectual property, such as computer programs.

LRF considers the sharing of such unique research resources an important means to enhance the value of LRF-sponsored research. These materials represent a valuable resource for the scientific community at large, paid for by the generous contributions of LRF's donors. The availability of these research resources directly affects the ability of the members of the scientific community to replicate the experiments of others and the pace and cost of future research. Therefore, LRF requires that when these resources developed with LRF funds and the associated research findings have been published, the LRF Grantee, Mentor, and Sponsoring Institution accept the responsibility of providing biological reagents developed during the course of LRF-sponsored research when reasonably requested to do so by other investigators. Grantees are expected to submit unique biological information, such as DNA sequences, to the appropriate data banks so that they can be made available to the broad scientific community.

The LRF Grantee, Mentor, and Sponsoring Institution shall inform LRF whenever a patent application arising out of research funded in whole or in part by LRF is submitted in any country, and will send LRF a photocopy of any such patent applications. The LRF Grantee, Mentor, and Sponsoring Institution agree to abide by the LRF Patent and Intellectual Property Policy, which follow.

14 (c) Patent and Intellectual Property Policy

All inventions or intellectual properties (hereinafter called the “Properties”) that result from support from the LRF, in whole or in part, of research, training grants, or other awards, must be reported at the earliest possible time to LRF. The Sponsoring Institution agrees to notify LRF immediately of the decision to apply for letters of patent or other legal protection for intellectual property in any country. Each LRF Grantee further agrees to seriously consider, in good faith, any comments, suggestions or objections that LRF may have concerning such applications. LRF agrees to keep confidential and not to release any non-public information relating to such inventions, intellectual property or applications for intellectual property protection to any third party, except as specifically set forth below. All patenting expenses or intellectual property application expenses shall be borne solely by the Sponsoring Institution. Title to all Properties will reside in the Sponsoring Institution to the extent that such title is claimed by the Sponsoring Institution under its published patent policies and procedures. If a Sponsoring Institution has no published patent policy or procedure administering inventions or intellectual property, or if the institutional patent policy or procedure does not claim rights for the institution or individual inventor, then LRF shall have the right to determine the disposition of the rights in the Properties in accordance with the provisions set forth below.

Distribution of income or other consideration derived from any Properties, shall be made in accordance with the policies of the Sponsoring Institution. Notwithstanding, Sponsoring Institution agrees to pay LRF a fair and reasonable percentage of Net Revenue received from the commercialization of any Properties (“LRF Share”). As used herein, “Net Revenue” shall mean gross revenues less: (i) reasonable, unreimbursed, and documented actual out-of-pocket legal costs incurred and paid by Sponsoring Institution in connection with activities related to the licensing, commercializing, and seeking patent protection (including filing applications, prosecuting, and maintaining patent properties) for the Properties related to and/or giving rise to the LRF Share; and (ii) inventor distributions and other mandatory payments made pursuant to Sponsoring Institution policy or other contractual obligation. No other deductions shall be permitted under this Section without the parties’ express written agreement.

Notwithstanding any of the foregoing, if any Properties are made with the joint support of LRF and any agency or department of the United States Government, LRF may defer, in its sole discretion, to the patent policy of such agency or department upon receipt of a written statement by the appropriate government agency or department notifying LRF of its position with respect to the invention in question.

With respect to any Properties that result from the joint support of LRF and another organization that is not an agency or department of the United States Government, that organization, the LRF Grantee, the Sponsoring Institution, and LRF will confer, in good faith, to arrive at a mutually satisfactory disposition of rights to the Properties. At such time, the Sponsoring Institution shall give LRF reasonable opportunity to take title to the Properties and any related application for intellectual protection.

No patent, patent application or other type of protection for the Properties shall be abandoned or permitted to be abandoned, by operation of law without first notifying LRF. At such time, the Sponsoring Institution shall give LRF reasonable opportunity to take title to the Properties and any related application for intellectual protection.

The Sponsoring Institution agrees that when it licenses the Properties, it will obligate the licensees in accordance with the following: The licensee shall agree to exert its best efforts to commercialize or cause to be commercialized, the Properties as rapidly as practical, consistent with sound and reasonable business practices and judgment. In the event the licensee has failed to commercialize the Properties within a 3-year period, the Sponsoring Institution, upon conferring with LRF, shall have the right to convert an exclusive license to a non-exclusive license or terminate an existing non-exclusive license with such licensee. If the licensee has an ongoing and active research, development, manufacturing, marketing, or licensing program appropriately directed toward the production and sale of the Properties, then this would be deemed to be sufficient evidence that the licensee has commercialized the Properties. With respect to all new licenses entered into by the Sponsoring Institution concerning the Properties after the date hereof, the Sponsoring Institution shall, through the applicable contract or agreement, legally bind and obligate the applicable licensee to, at all times, utilize Commercially Reasonable Efforts to commercialize or cause to be commercialized, the Properties consistent with its usual practices for commercialization of similar biologic or pharmaceutical product or therapy as quickly as practical, consistent with sound and reasonable business practices and judgement (“Obligation”). Notwithstanding the foregoing, in the event that the licensee has failed to meet the Obligations to commercialize the Properties within a three (3) year period, the Sponsoring Institution shall, upon conferring with LRF, either (i) terminate the license agreement and find an alternative licensee and/or (ii) convert any exclusive license to non-exclusive license, in each foregoing case, pursuant to LRF’s instructions, which shall be subject to LRF’s sole discretion. Further, the Sponsoring Institutions shall ensure that all new licenses shall include terms consistent with the foregoing, including the right to terminate for failure by the licensee to meet the Obligations. As used herein, a licensee shall be deemed to have met its requirements to utilize “Commercially Reasonable Efforts” to satisfy the Obligations if the licensee can demonstrate, including with documentation satisfactory to LRF that licensee has an ongoing and active research, development, manufacturing, marketing, and/or licensing program (which is adequately funded and staffed) that is appropriately applicable to and directed toward the production and sale of the Properties.

LRF reserves the right to public acknowledgement for the Properties resulting from research that LRF has supported. However, LRF’s name and logo may not be used in association with any Properties or otherwise without the prior written approval of LRF in each case.

LRF may have use of the Properties without payment of royalties or license fees solely for the use by LRF for its own intramural or public education purposes.

Chapter 15 Confidentiality

All LRF applications, application evaluations, and priority scores are considered confidential and are made available only to the SAB, the LRF Board, administrative staff and other LRF

representatives involved in the application process. Written critiques of applications and priority scores are not made available to Applicants, aside from the summary comments sent with the award letter. Although LRF endeavors to protect the confidentiality of proposal and evaluation materials, confidentiality cannot be guaranteed. Submitted proposals become the property of LRF and will not be returned.

Chapter 16 Equal Employment Opportunity

In connection with the LRF Research Grant, the LRF Grantee, Mentor, and Sponsoring Institution shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age, or ancestry. The LRF Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The LRF Grantee shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts. The foregoing requirements shall apply with respect to volunteers as well as to paid employees.

Chapter 17 Insurance

The LRF Grantee, Mentor, and Sponsoring Institution shall maintain liability and property insurance in sufficient amounts to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of the LRF) caused by the negligent acts or omissions, or negligent conduct of the LRF Grantee, to the extent permitted by law, in connection with the activities of these Terms and Conditions. Furthermore, each party to these Terms and Conditions agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such party's own negligent acts or omissions, and nothing in these Terms and Conditions shall impute or transfer any such liability from one to the other.

Chapter 18 Site Visits

The LRF Grantee, Mentor, and Sponsoring Institution each agree to permit site visits by members of the LRF as requested by the LRF for information purposes and/or audit purposes.

Chapter 19 Timeline

For a *Sample* Timeline of grant payments, reports and completion dates, please see below and the following page. The Two-Year timeline is generally applicable to Postdoctoral Fellowship Grants; the Three-Year timeline is generally applicable to Career Development Awards. LRF reserves the right to alter this schedule if needed.

Two-Year **Award Timeline** (assumes March 1, 2023² start)

YEAR ONE

Payment 1 ³ :	March 1, 2023
Payment 2:	June 1, 2023
Payment 3:	September 1, 2023
Payment 4:	December 1, 2023
Payment 5:	March 1, 2024
One Year Report:	July 15, 2024

YEAR TWO

Payment 1 ⁴ :	August 1, 2024
Payment 2 ⁵ :	November 1, 2024
Payment 3:	February 1, 2025
Project Close Date:	February 28, 2025
Payment 4:	April 1, 2025
Two Year Report:	July 15, 2025
Payment 5 ⁶ :	August 1, 2025

² Projects that do not have a March 1 start date will receive payment 1 on their project start date and proceed at similar intervals. Please note annual report due dates may change depending on program and start date, but will remain consistent for individual grants throughout the term of the LRF Grant.

³ First award payment date is dependent on LRF's receipt of signed Grant Agreement and Policy, Terms and Conditions.

⁴ Payment 1, Year 2 is dependent on LRF's receipt of year one report.

⁵ Subsequent payments, year 2 are dependent on LRF Grant Oversight Committee approval of year one report.

⁶ Final payment is dependent on LRF's receipt of final (year two) report.

Sample Three-Year **Award Timeline** (assumes March 1, 2023⁷ start)

YEAR ONE

Payment 1 ⁸ :	March 1, 2023
Payment 2:	June 1, 2023
Payment 3:	September 1, 2023
Payment 4:	December 1, 2023
One Year Report:	April 30, 2024
Payment 5 ⁹ :	June 1, 2024

YEAR TWO

Payment 1 ¹⁰ :	August 1, 2024
Payment 2:	October 1, 2024
Payment 3:	December 1, 2024
Payment 4:	February 1, 2025
Two Year Report:	April 30, 2025
Final Payment ¹¹ :	June 1, 2025

YEAR THREE

Payment 1 ¹² :	August 1, 2025
Payment 2:	October 1, 2025
Payment 3:	December 1, 2025
Payment 4:	February 1, 2026
Project Close Date:	February 28, 2026

⁷ Projects that do not have a March 1 start date will receive payment 1 on their project start date and proceed at similar intervals. Please note annual report due dates may change depending on program and start date, but will remain consistent for individual grants throughout the term of the grant.

⁸ First award payment date is dependent on LRF's receipt of signed Agreement and Policy, Terms and Conditions.

⁹ Payment 5, year 1 is dependent on LRF's receipt of year one report.

¹⁰ Subsequent payments, year 2 are dependent on LRF Grant Oversight Committee approval of year one report.

¹¹ Payment 5, year 2 is dependent on LRF's receipt of year two report.

¹² Subsequent payments, year 3 are dependent on LRF Grant Oversight Committee approval of year two report.

Final Report: April 30, 2026

Final Payment¹³: June 1, 2026

¹³ Final payment is dependent on LRF's receipt of final (year three) report.