Smith Family Awards Program for Excellence in Biomedical Research

A program of the Richard and Susan Smith Family Foundation

Terms of the Award

Overview:

The Richard and Susan Smith Family Foundation is committed to effecting permanent positive change in the lives of the residents of Greater Boston, particularly individuals and families in economically disadvantaged communities. In the area of health, the Foundation supports the advancement of biomedical research and the expansion of access to high-quality health care at safety net institutions serving low-income individuals and communities of Greater Boston.

In 1991, the Smith Family Foundation created a grantmaking program that would identify and support promising junior faculty to find breakthroughs in such areas as AIDS/HIV, cancer, heart disease, diabetes, or neuroscience. Since 2008, the Excellence Award has broadened to support newly independent faculty engaged in basic biomedical science as well as physics, chemistry and engineering with a focus on biomedicine. The Awards are currently in the amount of $400,000 over three years.

The Smith Family Awards Program for Excellence in Biomedical Research is managed by Health Resources in Action (HRiA) (the "Administrator"). HRiA is a nonprofit organization in Boston that advances public health and medical research.

Awards are made to nonprofit academic, medical or research institutions in Massachusetts as well as at Brown University and Yale University (the "Institution") on behalf of the Award Recipient (the "Recipient") The Institution is responsible for the administrative and financial management of the Award, including any subcontracts, and maintaining adequate supporting record (o)-20.1 TJ -0.009 Tc 0.009

Project) will be operational, and able to start the work described in the Pro
by funding start date or within the standard three (3) month delayed sta
beyond the three (3) month timeframe will be considered with assurance

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

institutional approvals (IRB, other) are in place prior to releasing any award funds. All trials must be registered at ClinicalTrials.gov. The signatures of the Authorized Institutional Representative on the Application Face Sheet and the Institutional Officer on the "Institutional Officer Acceptance Agreement" confirm this oversight.

Liability: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, agents, or directors, to the extent allowed by law.

Indemnity: To the extent permitted under applicable federal, state, and local laws and regulations which govern the Recipient and Institution, the Recipient and Institution (the together, "Indemnifying Party") shall indemnify and hold the Administrator and Funder, as well as their respective directors, officers, employees, and assigns (the "Indemnified Parties") harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that the Indemnified Parties may incur from any third party claim arising out of or in connection with the Award to the extent caused by the Indemnifying Party's or its directors', officers', or agents' acts or omissions, or failure to comply with the terms of this Agreement.

Research Misconduct: Institution certifies that it has established administrative policies as required by Public Health Service Policies on Research Misconduct, 42 CFR § 93, and will comply with the policies and requirements (collectively, the "Policy") set forth therein. In the unlikely event that a Recipient is involved in an investigation of research 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. Research or financial misconduct may affect the Recipient's continued eligibility for support for the Project.

Other Funding: Neither the Institution nor the Recipient will accept funding from another source which will result in an overlap of funding for this Project or result in greater than 100% effort of the Recipient or Key Personnel. The Institution and the Recipient are responsible for determining whether acceptance of this award will jeopardize support they may receive from other sources and ensuring that the Recipient has the capacity required to perform the Project within the proposed timeline. The Recipient will immediately report to the 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 administered 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. Funds may not be expended for any other purpose without the prior written approval of the Administrator.

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

No-Cost Extension. A no-cost extension (NCE) for up to nine (9) months may be granted upon receipt and approval of a no-cost extension request. The NCE request form must be submitted

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, 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 taxe312 >>BDC B6 (i)-t35 (u)-20 1f6 0 Td [T* [(d d(e)-7 (s)-14 (j)-26 (i7(d(e)-7 (p84 -1.2)-)-30 d)-7 (l)-zT* [(da)-6 (y -27 (l)-33 (n (a)-25.9 (x)-1o)-18 xr)

relevant dataset files must be described by adequate metadata. Note that sharing protected health information (PHI) or electronic protected health information (ePHI) is not encouraged unless the data can be fully anonymized.

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