

## **SAMPLE**

# **Lymphoma Clinical Research Mentoring Program (LCRMP)**

**UPDATED NOVEMBER 2018**

## **Policy Statement, Terms and Conditions**

NOTE: The following document is presented as a sample of LCRMP grant policies. 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 Sponsoring Institution. Members of the SAB review the applications independently, and make their recommendation to the LRF Board of Directors (Board), which conducts a programmatic review.

LRF funds research projects submitted by individuals associated with accredited academic institutions, the Joint Commission of Accreditation of Healthcare Organizations (JCAHO), and 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 Lymphoma Research Foundation (LRF) Lymphoma Clinical Research Mentoring Program (LCRMP) is an education and mentoring program for fellows and junior faculty with a focus in clinical research in the field of non-Hodgkin and Hodgkin lymphoma. The program is two years in length and offers a broad education on clinical research and career development as well as managing career and quality of life topics. Program participants, called LRF Scholars, attend and participate in intensive introductory workshop and follow-up programming intended to enhance the ability of the LRF Scholars to successfully design and administer clinical research studies and successfully apply for future grant funding.

**Terms and Conditions:**

The term of each LRF LCRMP Award is set according to the budget and timeline approved by the SAB. The award is subject to termination by LRF in the event that (i) LRF does not receive reasonable and complete progress reports from the LRF Scholar 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 Reports") below, or (ii) the LRF Scholar and/or Sponsoring Institution does not otherwise comply with these Terms and Conditions and the LCRMP 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.

The LRF Award provides \$10,000 for professional development and incidental research-related expenses, paid out on a schedule provided in the accompanying

Timeline. These expenses must be incurred between the project dates indicated in the research agreement. Allowable expenses include: travel to project-related conferences; personal computers; study or training materials. **No cost extensions are not allowed for LCRMP Awards.** The LRF Award does not cover salary expenses for the LRF Scholar or support staff, or institutional overhead, e.g., administrative and facilities costs or other payments that are not directly paid to the LRF Scholar. LRF will inform the LRF Scholar at the time of the award if their award is being underwritten by a particular sponsor. 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 LCRMP Scholar will be informed within 60 days of the decision, and will have the opportunity to decline the new sponsorship if it represents a conflict of interest.

Payments from LRF Awards 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 Scholar during the term of the grant based on the Timeline provided in Section 20 and the start of payments is also contingent on the execution and LRF's receipt of the signed Award Agreement and initialed Policy, Terms and Conditions. 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 Scholar must be affiliated with an eligible Sponsoring Institution at the time of funding and at all times during the term of the LRF Award. (See Section 6 for Transfers, if necessary.) Funds shall be paid to and administered by the Sponsoring Institution.

The Sponsoring Institution and the LRF Scholar 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 related claims.

The LRF Award does not create an employer-employee relationship between the LRF Scholar and LRF. The LRF Scholar 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 Scholar 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 Scholar and Sponsoring Institution:**

### **1) Indemnity**

The Sponsoring Institution and the LRF Scholar shall, jointly and severally, indemnify and defend LRF and hold it harmless against any and all liabilities, claims, and demands that relate to the research of the LRF Scholar or the LRF Award, including, but not limited to, those for personal injury, property damage, or malpractice.

## 2) Funding and Education

The LRF Scholar shall be a recipient of:

- \$10,000 distributed over two years
- Instruction and guidance at a 4-day training program from a faculty of established clinical researchers in lymphoma
- Additional instructional and experiential learning opportunities with the LRF's distinguished Scientific Advisory Board and scientific meetings
- These educational opportunities are conservatively valued at approximately \$50,000

The LRF LCRMP Award shall be used solely for the purposes specified in the application submitted to LRF. The LRF Scholar and Sponsoring Institution shall adhere strictly to the funding guidelines and educational requirements required by this program. If the requirements of the LRF LCRMP Award are not met for any reason, the award may be terminated by LRF in the sole discretion of LRF.

In the event that the LRF Scholar cannot meet any or all of the obligations placed upon it by the terms of this Agreement, the LRF Scholar shall immediately notify LRF in writing.

## 3) Notification of Funding/Responsibilities

### **3(a) Notification by LRF to Grantee**

Applicants chosen as LRF Scholars will be notified and a contractual agreement forwarded to them after the Scientific Advisory Board and the LRF Board of Directors 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. LRF will make all efforts to provide timely notification of programs at which the LRF Scholar's attendance is required, as well as other responsibilities.

### **3(b) Notification by Grantee to LRF**

The grantee may not participate in another competitively applied for mentoring program (i.e. ASH CRTI) during the two years of their participation in the LCRMP. If it is unclear whether another organization's program should be classified as a mentoring program, the LRF Grant Oversight Committee will make the sole judgment as to whether the LRF Scholar can participate in both programs simultaneously. Requests to review whether another program falls under this guideline should be submitted to LRF prior to the start date of the other program and/or within 30 days of the LRF Scholar being selected for the program, whichever comes first. Failure to notify LRF of additional program participation may result in termination of the LRF Grant.

#### **4) Acknowledgments**

The LRF Scholar and the Sponsoring Institution agree that the title “Lymphoma Research Foundation Lymphoma Clinical Research Mentoring Program Scholar” or “LRF Scholar” shall be used in all publications, research talks, and poster presentations resulting from the LRF LCRMP Award. Identification with LRF shall be made in any news or press releases regarding the LRF Scholar or regarding the LRF Scholar’s research project by any press organization, Department of Public Relations, or its equivalent at the Sponsoring Institution. In addition, the LRF Scholar agrees to acknowledge LRF in all future publications, research talks, and poster presentations that result from the LRF LCRMP Award proposed 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 (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 trademarks and logos (LRF Marks) shall be subject to LRF prior approval (including, without limitation, in connection with any publicity release regarding the LRF Award or the research or findings arising as a result of the LRF Award) and LRF may revoke the right to use the LRF Marks at any time and the LRF Scholar and Sponsoring Institution shall promptly comply with any and all such LRF restrictions regarding the use of LRF Marks.

The LRF Scholar and the Sponsoring Institution each authorize LRF to use their names and likenesses and any combination thereof in any of LRF’s press releases, newsletters, and websites used to publicize LRF and/or for educational purposes. In addition, the LRF Scholar and the Sponsoring Institution agree to work cooperatively with LRF to produce content, publications, films, and videos, if and when opportunities arise, to promote the LCRMP and the work of the LRF Scholar.

#### **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 proposed research project supported through the LRF LCRMP Award must be maintained by the LRF Scholar and the Sponsoring Institution. LRF Scholars agree to abide by all applicable Federal standards defining integrity and misconduct in research.<sup>1</sup>

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

## 6) Transfer to another Institution

If the LRF Scholar desires to transfer to another eligible Sponsoring Institution continuation of funding is subject to the prior written authorization of the LRF SAB and Board of Directors, in their sole discretion. For transfer to another Sponsoring Institution (with or without modification to research plan), the LRF Scholar 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 LCRMP Scholars confidentially communicate regarding a possible transfer informally to LRF in advance to facilitate acquiring Board action when needed and to obtain advice on the approval process.

In addition to the written request, the LRF Scholar and their new Mentor must submit a report outlining the advantages of the transfer and the effect of the transfer on the progress of the proposed 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 per year may be requested for each LRF Scholar. 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 Award funds by the original Sponsoring Institution through the transfer date shall be submitted by the original Sponsoring Institution within 30 days of the transfer. LCRMP Awards may not be transferred among individuals; if the LRF Scholar moves to an ineligible institution during the term of the LRF Award, the term of the Award will end effective the last day of the LRF Scholar'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.

## 7) Leave of Absence/ Withdrawal from Program

Leaves of absence will not be granted to LRF Scholars. Scholars unable to participate in the four-day training program must resign their LRF Award and return all disbursed funds. Should the LRF Scholar anticipate missing any of the required program activities after the completion of the four-day training program, a written notification shall be submitted to LRF staff and the LCRMP Co-Chairs as soon as the anticipated absence is known, or at least 30 days in advance of the activity, whichever date is earlier.

The LCRMP Co-Chairs and LRF staff may elect in their sole discretion to terminate the LRF Award or suspend it pending the LRF Scholar's ability to make up the activity or participate in a related make-up session or activity. **If the LRF Scholar is unable to make up the missed activity as required by the LCRMP Co-Chairs and LRF staff, LRF reserves the right to terminate the grant and request the return of unspent funds**

**without SAB recommendation or Scholar appeal.** The first, second, and third payments of the LRF Award will be made contingent on the Scholar's participation in the Workshop and follow-up activities, respectively. If the Scholar is unable to attend one of these activities, further payment on the Award will be suspended until either a make-up activity has been completed or a decision is made to terminate the Award.

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

### **8) Reporting and Evaluation**

Scholars will be asked to report on their progress at six month, one year and two year intervals. They will also be asked to provide input and evaluation to the initial workshop and follow-up meetings. Scholars may be contacted by LRF staff or program leaders for input and advice in improving the program in future years.

As noted above, the LRF Scholar shall submit a written progress report, using the format provided by LRF.

**If in the sole judgment of the LRF LCRMP leadership and LRF staff, an LRF Scholar has not made reasonable progress towards completing the proposal's described research aims and/or submitted all required scientific and financial reporting sufficient for report approval during any reporting period of the award, LRF reserves the right to cancel the award.**

The progress report must be received according to the schedule at the end of this Policy, Terms and Conditions.

#### **The LRF Scholar is required to:**

- a. Comply with assigned deadlines for submission of annual reports.
- b. There will be a two-week grace period after the deadline for receipt of reports. After that time, LRF funding will be withdrawn.
- c. The LRF LCRMP leadership and staff may recommend to the SAB Executive Committee (EC) that funding be discontinued. The SAB EC will affirm the recommendation *or* propose an alternative resolution. LRF will then take action based upon those results.

- If a decision is made to discontinue funding, the LRF Scholar will have the opportunity to appeal that decision to the SAB, within a deadline set by the SAB EC, but not less than 45 days from the time of notification.
- The SAB ruling will be final, although it remains subject to the oversight of the LRF Board of Directors.

If grants are judged to be making insufficient research progress or if other serious problems are found, the LRF Scholar 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 mentor, co-PIs or other project team members.

- d. The LRF Scholar will be required to attend two follow-up meetings to update LCRMP Faculty on their progress and participate in other networking and development opportunities, as assigned. These may include, but are not limited to: observation of an LRF grant review meeting and participation in a mock grant review, and a poster presentation at the North American Educational Forum on Lymphoma. See Section 18, "Timeline," for estimated dates. At the expiration of the two-year award period, the LRF Scholar must submit a final report using the form provided by the LRF. A bibliography of any and all patents and publications (including published abstracts, public talks, journal articles, book chapters, poster presentations, etc.) concerning the work of the LRF Scholar during the award 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. Assuming that that degree of progress has not been achieved within the two year mentoring program, the LCRMP Scholar should be prepared to report on and provide to LRF any such outcomes and products emerging from the LCRMP project as they emerge. **No cost extensions are not permitted on LCRMP grants.**
- e. The first, second, and third payments on this award will be issued once the Scholar has attended the Workshop or follow-up activity.
- f. The fourth payment of the Award will not be issued until the first year report is received by LRF.
- g. Though submission of the second (final) report is not tied to a grant payment, LRF reserves the right to declare Scholars who do not submit a complete final report ineligible to receive funding through other LRF grant programs.
- h. If reporting on a project has not been brought to a reasonable conclusion two years from the original project end date, LRF reserves the right to terminate

the Award and request the return of unspent funds without SAB recommendation or Scholar appeal.

- i. The LRF Scholar agrees to be interviewed by LRF upon termination of the LRF Award or at any time during the 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.

## 9) Accounting

### 9(a) Accounting of Funds

The Sponsoring Institution shall keep all records of the LRF LCRMP Award funds in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred by the LRF Scholar in the performance of the LRF mentoring program activities and proposed project and shall be supported by invoices, vouchers, and other data as appropriate.

### 9(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 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.

### 9(c) Records, Access, and Maintenance

Sponsoring Institution and LRF Scholar shall establish and maintain for at least three (3) years following termination of this Agreement 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 Scholar 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 this Agreement, or if for any other reason LRF shall require a review of the records related to the Project, the Sponsoring Institution and LRF Scholar 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 Scholar 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

this Agreement 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.

**9(d) Reallocation, Carry-Over, Pre-Spending, and Reinstatement of Funds**

If at the end of the first budget year, unexpended funds remain in an amount equal to or less than 50% 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 50% 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 Scholar. All funds must be spent between the project start and end dates indicated in the Research Agreement. **No-cost extensions are not permitted on LCRMP Awards.**

Re-allocations of LRF Award funds in an amount equal to or less than 50% 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 Award funds over 50% 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 revised budget showing how the amounts to be re-allocated or carried forward will be used to support the goals of the LCRMP Award. A written justification must also be provided.

LRF award funding is not to be pre-spent at any amount level. LCRMP Awards are continued from year one to year two based on the Scholar's participation in LCRMP activities and submission of progress reports per the established timeline. LRF reserves the right to cancel the award if LCRMP activities or reporting is not completed in a timely manner.

Funds will not be reinstated after LRF has received written notice of the LRF Scholar's intent to terminate his/her participation in the LCRMP.

All accounting for the award must be completed within 12 months of the close of the award. LRF will not pay outstanding award amounts after this 12 month period. **No cost extensions are not permitted on LCRMP Awards. If reporting on a project has not been brought to a reasonable conclusion two years from the original project end date, LRF reserves the right to terminate the Award and request the return of unspent funds without SAB recommendation or Scholar appeal.**

**10) Research Involving Vertebrate Animals, Human Subjects, or Biohazards**

**At the time that this Policy, Terms and Conditions document is signed, the LCRMP Scholar's proposed project is not expected to be at the stage where IRB approvals would be appropriate, however, if the proposed research reaches the stage at which the following clauses are appropriate LRF requires that 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 award funds are released. The following sections provide specific information.

### **10(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 Award period.

#### **10. 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."

#### **10. 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 an LRF Scholar's research may result in the termination of the LRF Award.

**LRF assumes no responsibility or liability for the use or care of any animal used in a research project supported by a LRF Award and the LRF Scholar, 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.**

### **10(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 Scholar 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.

**10. 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.”

**10. 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 an LRF Scholar’s research may result in the termination of the LRF Award.

**LRF assumes no responsibility or liability for the authorized or unauthorized use of human subjects and materials in any research funded by any LRF Award and the LRF Scholar, 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.**

**10(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 life form, 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.

**10. 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.”

**10. 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 LRF SAB. Failure to notify LRF of the involvement

of regulated biohazards in an LRF Scholar's research may result in the termination of the LRF Award.

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

### **11) Defaults**

If the LRF Scholar, Mentor, or Sponsoring Institution fails to follow or adhere to any policy or requirement expressed in this POLICY STATEMENT, TERMS AND CONDITIONS or fails to participate in the LCRMP training activities or does not comply with all terms and conditions of the Research Award Agreement, without limiting any other rights or remedies of LRF, LRF may also terminate the LRF Award and the Sponsoring Institution must return any remaining funds.

### **12) Arbitration**

Any dispute between LRF and the LRF Scholar, Mentor, or Sponsoring Institution that cannot be resolved informally shall be resolved exclusively through confidential arbitration in New York, New York 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 awarded to the LRF Scholar less any amounts that the LRF Scholar actually received from LRF.

### **13) 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 strongly encourages the LCRMP Scholar and Sponsoring Institution to share all information, discoveries, or ideas arising out of research emerging from the LCRMP Award and funded in part by LRF, with LRF and the medical community at large.

As a means of sharing knowledge, LRF encourages LRF Scholars to arrange for publication of this original research in primary scientific journals. For each publication that results from the Scholar's LCRMP project, LRF Scholars must include an acknowledgement of LRF support. LRF Scholars own the rights in data resulting from their LCRMP project. Any publications, data or other copyrightable works developed under an LCRMP Award may be copyrighted without LRF approval. One copy of each publication resulting from work performed through the LCRMP Award must accompany the final progress report submitted to LRF or if necessary, once published.

### **13 (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 (PMCnnnnn) to publications in Pub Med Central supported by the Lymphoma Research Foundation starting on May 1, 2012.**

### **13 (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 support. 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 support and the associated research findings have been published, the LRF Scholar 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. LCRMP Scholars 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 Scholar, 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 LCRMP Scholar, Mentor, and Sponsoring Institution agree to abide by the LRF Patent and Intellectual Property Policy, which follow.

### **13 (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 Scholar 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, however, such distribution shall be guided by the principle that LRF’s proportion of the income shall be reasonably related to LRF’s proportion of support for the research leading to any Properties.

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 Scholar, the Sponsoring Institution, and LRF will confer, in good faith, to arrive at a mutually satisfactory disposition of rights to the Properties.

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.

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.

#### **14) Confidentiality**

All LRF applications, application evaluations, and priority scores are considered confidential and are made available only to the SAB, the 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.

#### **15) Equal Employment Opportunity**

In connection with the LRF LCRMP Award, the LRF Scholar, Mentor, and Sponsoring Institution shall not discriminate against any employee, applicant for employment, or other person because of race, religion, color, gender, national origin, disability, age, or ancestry. The LRF Scholar and Sponsoring Institution will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, gender, national origin, disability, age, or ancestry. The LRF Scholar, Mentor, and Sponsoring Institution 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.

## 16) Insurance

The LRF Scholar, 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 Scholar, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement 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 this Agreement shall impute or transfer any such liability from one to the other.

## 17) Site Visits

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

## 18) Timeline

Four award payments will be made for \$2,500 each, totaling \$10,000 over 2 years. For a timeline of activities, award payments, reports, and completion dates, please see below.

### LCRMP 2020 Timeline

Workshop Dates:	March 3-7, 2020
First award payment <sup>2</sup> :	April 1, 2020
Mid Term Report:	September 15, 2020
First Follow-Up Meeting:	TBD October/November 2020
Second award payment <sup>3</sup> :	December 1, 2020
Second Follow-Up Meeting:	September/October 2021
First Year Expenses End:	October 31, 2021
Third award payment <sup>4</sup> :	December 1, 2021

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<sup>2</sup> First award payment is dependent on LRF's receipt of signed Agreement and Policy, Terms and Conditions and attendance at the LCRMP Workshop.

<sup>3</sup> Second award payment date is dependent on Scholars' attendance at first follow-up meeting

<sup>4</sup> Third award payment date is dependent on Scholars' attendance at second follow-up meeting

LRF Lymphoma Clinical Research Mentoring Program Award Policy, Terms and Conditions

One Year Report:	January 15, 2022
Fourth (and Final) award payment <sup>5</sup> :	April 1, 2022
Project Close Date (Expenses End):	October 31, 2022
Final Report:	January 15, 2023

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<sup>5</sup> Fourth award payment date is dependent on receipt of first year report.