



American  
Brain Tumor  
Association®

*Providing and pursuing answers®*

*The mission of the American Brain Tumor Association is to advance the understanding and treatment of brain tumors with the goals of improving, extending and, ultimately saving the lives of those impacted by a brain tumor diagnosis.*

# Policies and Procedures for ABTA Research Grants and Fellowships

2019

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## INTRODUCTION

A research grant or fellowship (“Grant”) is provided to support a research project (“Research Project”) as presented in a grant application and as may be approved for funding by the American Brain Tumor Association (“ABTA”), in its sole discretion. The specific terms and conditions that shall govern the Grant awarded by the ABTA to the Grantee Institution (as defined below) are set forth in these Policies and Procedures for ABTA Research Grants and Fellowships (the “Policies”), as may be revised from time to time and the grant agreement (“Grant Agreement”), which incorporates by reference the Policies (attached hereto as Appendix A). The Grant Agreement must be prepared, reviewed and signed by: (a) an authorized administrative official with signatory authority (the “Authorized Signatory Official” or “ASO”) at the grantee institution (“Grantee Institution”); (b) the principal investigator (the “Principal Investigator” or “PI”); and (c) the lead mentor (“Lead Mentor”), if applicable. The Grantee Institution shall be responsible for subcontracting with any co-principal investigators (each a “Co-Principal Investigator” or “PI”) and entering into any other applicable consortia/subcontracts. For Grants that involve consortia/subcontracts, see Section 6.2.1 Consortia and/or Subcontracts below.

For Grants that involve Principal Investigators and Co-Principal Investigators from different Grantee Institutions, the investigators shall designate a single investigator at a single Grantee Institution to be the Principal Investigator and the “lead” Grantee Institution to execute the Grant Agreement. Such lead Grantee Institution shall serve as the administrator of the Grant and shall be responsible for obtaining the signature of the Principal Investigator and the Lead Mentor and for subcontracting with other participating Grantee Institutions and Co-Principal Investigators. Such lead Grantee Institution shall also be ultimately responsible for the performance of the Grant Agreement by all participating Grantee Institutions, Principal Investigators, Co-Principal Investigators and the Lead Mentor, including the disbursement of the funds to other participating Grantee Institutions, the management of the budget, and the submission of all Required Documents and Required Grant Reports (as defined below). As used herein, “Grantees” means all Grantee Institutions, Principal Investigators, Co-Principal Investigators and the Lead Mentor, as applicable.

## 1. REQUIREMENTS OF DIFFERENT GRANT MECHANISMS

Each Grant mechanism has unique specifications, such as term duration, amount of funding, recipient designations, eligibility requirements and permitted budget allocations. For applications submitted in response to a Request for Applications (“RFA”), the features and requirements are detailed in the RFA and Full Application Instructions for each Grant Mechanism and are incorporated by reference into the Policies.

## 2. NOTIFICATION OF INTENT TO FUND

The ABTA will inform an applicant of the ABTA’s intent to fund the Research Project described in such correlating application through a non-binding letter (“Notification of Intent to Fund”), which shall include the terms of the potential funding. Thereafter, within thirty (30) days after the ABTA transmits such Notification of Intent to Fund, or on or before the time specified on the Notification of Intent to Fund, the applicant must notify the ABTA, in writing, of the applicant’s intent to accept or decline the Grant. The ABTA reserves the right to withdraw its Notification of Intent to Fund at any time, for any reason. Furthermore, the ABTA may retract its Notification of Intent to Fund if

the Grant Agreement is not executed on or before thirty (30) days after the ABTA transmits the Notification of Intent to Fund to the applicant.

### **3. ORGANIZATIONAL ASSURANCES**

The ABTA shall not assume the liability for any research or activities conducted in connection with the Research Project. The Grantee(s) shall be, and shall remain, under the direction and supervision of the Grantee Institution. However, the ABTA requires adequate assurances that the Grantees will implement the necessary supervisory safeguards in the use of human subjects, human biological/anatomical materials, bio-hazardous materials, and animals in connection with a Research Project, and will comply with all appropriate laws and regulations governing the conduct of research. For a description of the documentation required in connection with these assurances, see Section 4 Submission of Required Documents below.

#### **3.1 Research Involving Human Subjects**

Research Projects involving human subjects shall be governed by one of the following statements of ethical principles: (a) The World Medical Association's Declaration of Helsinki – Ethical Principles for Medical Research Involving Human Subjects; (b) The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research of the U.S. National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research; or (c) other appropriate international ethical standards recognized by U.S. Federal departments and agencies that have adopted the U.S. Federal Policy for the Protection of Human Subjects, known as the "Common Rule". All Research Projects must fully comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the guidelines set forth by the Office of Human Research Protection and applicable state or equivalent international guidelines or regulations.

#### **3.2 Research Involving Human Biological/Anatomical Material**

Any research involving the use of human specimens, cells, or data involving human subjects shall comply with the applicable requirements of the National Institutes of Health Office of Extramural Research (or international equivalent).

#### **3.3 Research Involving Biohazardous Materials**

Research involving the use of recombinant DNA, biohazardous materials, genetically engineered mechanisms, and/or human anatomical substances must be reviewed and approved by the Grantee Institution's biohazards committee and conform to the relevant U.S. Public Health Service ("PHS") (or international equivalent) guidelines.

#### **3.4 Research Involving Animals**

Research involving animals shall be guided by the PHS Policy on Humane Care and Use of Laboratory Animals, or the equivalent guidelines of an international animal welfare board.

#### **3.5 Government Compliance**

Grantees shall comply with all applicable laws and regulations in connection with their respective Grant and shall cooperate with the ABTA to supply additional information, as requested by the ABTA, at any time, for any reason, to comply with all procedures that may be required by a government agency or administrative body so that the ABTA can confirm that it has observed all requirements under applicable laws and regulations with respect to the Grant.

## 4. SUBMISSION OF REQUIRED DOCUMENTS

The ABTA requires the submission of certain financial information, applicant information, regulatory documents, and other documentation (collectively referred to as “Required Documents”). All Required Documents must be submitted and approved by the ABTA prior to the execution of the Grant Agreement. The ABTA reserves the right to request any additional documentation from Grantees prior to, or after the execution of, a Grant Agreement, and renewals, updates, and/or resubmissions of certain Required Documents during the Grant Term (as defined in Section 7). Required Documents include, but are not limited to, the documents described below.

### 4.1 Financial Information

Financial information includes: (a) Taxpayer Identification Number and Certification (for U.S. Grantee Institutions only) via Institutional W-9 form; (b) Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (for foreign Grantee Institutions only) via W-8BEN form; and (c) Evidence of Grantee Institution’s Section 501(c)(3) or Section 170(c)(1) tax exempt status or the international equivalent.

### 4.2 Applicant Information from each Principal Investigator, Co-Principal Investigator and Lead Mentor (as applicable)

Applicant information includes: Photograph for each PI and Co-PI, and NIH formatted Biosketch that lists updated funding (current and pending) for each PI, Co-PI and Lead Mentor.

### 4.3 Regulatory Documents

Regulatory documents include: (a) Institutional Review Board (“IRB”) (or international equivalent) approval for Research Projects involving the use of human subjects (described in Section 3.1); and (b) Institution Animal Care and Use Committee (“IACUC”) (or international equivalent) approval for Research Projects involving the use of animals (described in Section 3.4). The above Regulatory Documents must: (a) Apply to the same studies proposed in the Research Project; (b) Stipulate approval and renewal and/or expiration dates; and (c) be provided in English.

### 4.4 Other Documentation

If the Research Project requires the use of a resource (i.e., drug, biospecimen, animal model and/or data (the “Resource”)), that the PI, Co-PI or Grantee Institution does not own or is not publicly available, an authorization letter from the owner of the Resource must be submitted on the organization’s letterhead and signed by an authorized signatory. Such authorization letter should confirm the availability of and access to the Resource needed for successful completion of the Research Project.

## 5. GRANT AGREEMENT EXECUTION

### 5.1 Good Standing

A PI, Co-PI, Lead Mentor, and their respective Grantee Institution’s ABTA-funded Grants (past and current) must be in compliance with all ABTA requirements in order to receive a new Grant and enter into a new Grant Agreement. The ABTA reserves the right to request a copy of Required Documents at any time for any reason.

#### 5.1.1 Research Project Changes

The ABTA may request changes to the Research Project prior to the execution of a Grant Agreement for reasons including but not limited to a reduction in the award amount and/or Grant

Term (as defined in Section 6.1), or to resolve an overlap in funding. Grantees shall propose modifications to the Research Project by submitting a Change of Research Project Request Form and a Budget Change Request form, if applicable. Such proposed modifications will be reviewed and approved by the ABTA, in its sole discretion.

### 5.1.2 Personnel Changes

The ABTA will not approve a change of PI prior to the execution of a Grant Agreement. Requests to change the level of effort for a PI or Co-PI must be submitted via an updated Budget Justification. Grantees must obtain written approval by the ABTA prior to implementing any personnel modifications. The ABTA may grant or deny such approval in its sole discretion.

### 5.1.3 Grantee Institution Change

PIs may request a change of Grantee Institution prior to the execution of a Grant Agreement by submitting a Change of Institution Request Form and the Required Documents as set forth in Section 4 from the new institution. Such transfer request will be reviewed and approved by the ABTA, at its sole discretion. A transfer of the grant to another Institution prior to the execution of a Grant Agreement is not permitted for Medical Student Summer Fellowships.

### 5.1.4 Grant Agreement

After approval of all Required Documents and the disposition of any change requests, the ABTA will circulate an executable Grant Agreement to Grantees for final signatures. The Grant Agreement must be executed by the null and void date noted in the Grant Agreement. The effective date of the Grant Agreement shall be listed on the fully-executed Grant Agreement and shall serve as the start date of the Grant. No expenses may be accrued against the Grant until the Grant Agreement is fully-executed by all of the parties, and the ABTA will not reimburse any costs incurred prior to the effective date or after the termination or expiration of the Grant Agreement.

## 6. FUNDING

### 6.1 Duration

The Research Project will be supported with Grant funds for the term reflected in the Grant Agreement (the “Grant Term”).

### 6.2 Budget

All Grant funds shall be expended in accordance with the Research Project’s approved budget, with the following considerations:

#### 6.2.1 Consortia and/or Subcontracts

A Grantee Institution may subcontract with a third party to assist with a Research Project by establishing a consortium or subcontractor arrangement, whereby a Research Project will be carried out by the Grantee Institution and one or more other organizations that are separate legal entities. In such consortium or subcontractor arrangement, the Grantee Institution will contract with another organization for the performance of a portion of the Research Project. These agreements involve a specific percentage of effort from the consortium’s or subcontracting organization’s Co-Principal Investigator. Grantees shall ensure that all consortia members and subcontractors comply with the terms and conditions of the Grantees’ Grant Agreement with the ABTA, which incorporates the Policies set forth herein, including but not limited to the limitations of indirect costs set forth in Section 6.2.6 below.

### 6.2.2 Research Equipment

The total cost for a single item of research equipment must be less than \$5,000 of the proposed budgeted Grant. Equipment purchased during the Grant Term shall be solely used by the PI, Co-PI, Lead Mentor, staff, and any collaborators. Title of the equipment shall be vested in the Grantee Institution conducting the Research Project, and upon completion of the Research Project, the equipment will remain at the location of the Grantee Institution except in the event of an approved transfer of the Grant to another Institution. In that event, the equipment may be transferred to the new Grantee Institution.

### 6.2.3 Personnel Costs

No personnel named on the Research Project shall receive salary costs in excess of \$189,600 from the respective Grant awarded by the ABTA to the Grantee Institution.

### 6.2.4 Travel Costs

All travel costs must be directly related to the approved Research Project, reasonable and customary for the intended travel destination, and otherwise in compliance with Grantee Institution's travel policies. Attendance at an ABTA Patient and Family Conference is required for all ABTA Research Collaboration Grant, Discovery Grant and Basic Research Fellowship Grantees. Travel expenses to attend the ABTA Conference at the end of the Grant Term to present the Grant findings may be included in the Grant Budget. Grantees who elect to attend an ABTA Patient and Family Conference after their Final Reports have been approved and the final grant payment has been issued, will not be able to use their ABTA Grant for expenses related to attending the event.

### 6.2.5 Data Sharing Costs

Costs related to free and open access to data generated from the Research Project for ABTA Research Collaboration Grants, Discovery Grants, Basic Research Fellowships, and Medical Student Summer Fellowships, may be included in the grant budget under Personnel costs and/or Other Direct Costs. Data sharing costs can include article processing charges, data storage fees, or staff salary for curating and documenting data. Grantees who elect to use grant funds for data sharing must submit a Data Sharing Plan before grant funds may be allocated for these expenses.

### 6.2.6 Indirect Costs

Indirect costs shall not be applicable to the Research Project whatsoever. Indirect costs include, but are not limited to, overhead expenses, ongoing operational costs, administrative costs, infrastructure costs and the cost for office supplies incurred by the Grantee Institution.

### 6.2.7 Expenditures Out-of-Scope of Grant

The ABTA will not be responsible for: (a) any expenditure made prior to the effective date or after the termination or expiration of the Grant Agreement; (b) commitments made during the Grant Term but not paid within thirty (30) days following the termination or expiration of the Grant Agreement; (c) expenditures that are not permitted as described within the RFA and Full Application Submission Instructions; or (d) any expenditure that is inconsistent with the approved Research Project budget or that exceeds the total amount of the Grant.

### 6.2.8 Other Costs to which Grant funds may not be Applied

Grant funds may not be applied to graduate and postdoctoral fellow tuition costs, periodicals or other subscriptions, professional memberships, relocation costs for the PI and/or other personnel, work visas, advertising for personnel and other recruitment expenses.



### 6.2.9 Payment Schedule

The ABTA will pay Grantees the Grant funds pursuant to the Grant payment schedule set forth in the Grant Agreement. Grantees must submit all Required Grant Reports and Required Documents (as defined in Section 7). Grantee shall transmit the Required Grant Reports and Required Document Renewals to the ABTA for the ABTA's review and approval. The ABTA's review and approval of such Reports may affect the issuance of future payments under the Grant Agreement. As part of its oversight of the research progress, the ABTA may adjust the due dates for scientific progress reports and/or financial reports, require interim reports and may delay or reduce scheduled Grant payments based on prior expenditures and reported progress.

### 6.2.10 Payment Information Form

Grantee Institution shall include payee information in a Payee Information Form for Grant payments received by the ABTA. Grant payments will be made by the ABTA in U.S. funds in the form of a check, transmitted via U.S. standard mail to the Grantee Institution. Grantee Institutions outside of the U.S. will receive payments via wire transfer, where appropriate. The Grantee Institution shall transmit acknowledgment of its receipt of each payment in writing to grants@abta.org upon receipt of each payment.

## 7. REQUIRED GRANT REPORTS AND REQUIRED DOCUMENT RENEWALS

The following reports ("Required Grant Reports") and Required Document updates/renewals shall be submitted to the ABTA with respect to the Grant. Such reports and renewals must be uploaded to the Deliverables section of the grant file in proposalCENTRAL. The format and content requirements for Required Grant Reports and Required Documents may be modified by the ABTA at any time. Grantees are responsible for reviewing and complying with all requirements in effect at the time the Required Grant Reports and/or Required Documents are due. Progress and Financial reports will be submitted in proposalCENTRAL using a webform.

### 7.1 Annual Scientific Progress Report

For multi-year grants, an annual scientific progress report is due on the anniversary date of the start date of the Grant. Such due date shall remain the due date for the duration of the Grant Term unless the Grantee is within the final year of the Grant Term. If such year is the final year of the Grant Term, Grantee shall transmit the final scientific progress report set forth in Section 7.2.

### 7.2 Final Scientific Progress Report

A final scientific progress report is due on the expiration or termination date of the Grant Agreement.

### 7.3 Annual Financial Report

For multi-year grants, an annual financial report that includes an accounting of expenditures incurred solely during the prior 12-month period is due no later than thirty (30) days after each year anniversary of the start date of the Grant for the duration of the Grant Term. If such year is the final 12-month period of the Grant Term, Grantee shall transmit the final financial report set forth in Section 7.4. All expenditures must be reported in United States dollars (\$USD).

#### 7.4 Final Financial Report

A final financial report is due no later than thirty (30) days after the expiration or termination date of the Grant Agreement. All expenditures must be reported in United States dollars (\$USD). After the ABTA reviews and approves the Reports, Grantees will receive an invoice to remit unexpended funds, if applicable. Grantees must remit all unexpended funds within thirty (30) days of Grantee's receipt of such invoice, in accordance with the instructions provided by ABTA in such invoice.

#### 7.5 Financial Information

Grantees are required to submit an updated Contact Information Form if there are any modifications made to the financial information or to the Grantee's or Grantee Institution's contact information, including the ASO and the Financial Officer.

#### 7.6 Regulatory Documents

Grantees are required to promptly submit any renewals obtained during the Grant Term of the following Required Documents to the ABTA: (a) Institutional Review Board ("IRB") approval for Research Projects involving the use of human subjects or the international equivalent; and (b) Institution Animal Care and Use Committee ("IACUC") approval for Research Projects involving the use of animals or the international equivalent.

#### 7.7 Other Reports and Engagements

With reasonable prior notice to Grantees, the ABTA may require additional interim reporting from Grantees. The ABTA may also require Grantees to participate in site visits, telephone conferences, presentations, speaking engagements and other activities, at the ABTA's discretion. Grantees may be required to serve as expert spokespeople on topics that are related to the Research Project. In such cases, the ABTA shall use good faith efforts to accommodate any Grantee's scheduling conflicts. The ABTA reserves the right to contact the Marketing and Public Relations department at the Grantee's Institution in order to collaborate on communication regarding the Research Project.

#### 7.8 Timely Submission of Required Grant Reports and Required Document Renewals

It is the responsibility of Grantees to submit all Required Grant Reports and Required Document Renewals by the appropriate deadlines. Failure to provide timely and complete reports and/or renewals may result, among other things, in the early termination of the Grant and the Grant Agreement, reimbursement to the ABTA of Grant funds, and may preclude the Grantees from being eligible for future ABTA funding.

#### 7.9 Non-Confidential Nature of Reports

All reports, including but not limited to, scientific progress and financial reports are not considered confidential. The ABTA may contract with third parties who have the necessary expertise to review the reports and evaluate the progress of the Research Project. Further, the ABTA may share Grant information, including but not limited to Reports, with donors who have provided financial support for ABTA research or with members of the general public. The ABTA shall not be liable for any damages resulting from the disclosure of the content of such Reports. In limited cases in which information provided in a Report must be kept confidential, such as information the public disclosure of which may result in a waiver to obtain a patent, Grantees must notify ABTA Staff in advance and clearly identify, in writing, proprietary information as "Confidential" in such Reports. Only such specific information that is clearly identified, in writing, as confidential shall be deemed confidential.

## 8. GRANT CHANGES

Unless specifically stated otherwise in these Policies, all desired changes to the Grant must be submitted for prior approval by the ABTA using the appropriate change request templates. Depending upon the requested change, the ABTA may require that the relevant parties execute a Grant Agreement Amendment. Grantees are strongly encouraged to discuss any desired changes with ABTA Staff in advance of submitting a formal request. Grantees must obtain approval by the ABTA prior to implementing any of the changes referenced below, which approval shall be at the ABTA's sole discretion.

### 8.1 Change of Research Project

Changes to the Research Project title, research design and/or specific aims can be submitted in a Change of Research Project Request Form and would need to be approved by the ABTA. If the budget will change, Grantees must also submit a Budget Change Request Form through proposalCENTRAL.

### 8.2 Change of Grantee Institution

For a Change of Grantee Institution, the Grantee must submit a Change of Institution Request Form, as well as supporting documentation, including, but not limited to, a final progress and financial report and Letter of Relinquishment from the original institution. Grantees are encouraged to notify the ABTA of a Change of Grantee Institution as soon as possible, as it may take up to three (3) months to complete a transfer of the Grant. If the ABTA approves the transfer request, a new Grant Agreement will be sent for execution by the PI, Lead Mentor (if applicable) and new Grantee Institution. Change of Institution for Basic Research Fellowships will only be permitted in cases where the PI and Lead Mentor are relocating to the same institution. Change of Grantee Institution will not be permitted during the Grant Term for Medical Student Summer Fellowships. If a Medical Student Summer Fellowship Grantee changes institutions, the Grant will be subject to immediate termination and any unexpended funds shall be reimbursed to the ABTA.

### 8.3 Change of Personnel or Level of Effort

All changes in PI or Co-PI require submission of a Personnel Change Request Form signed by the PI, Co-PI (if applicable), and ASO. An NIH-formatted biosketch and other Required Documents, as may be requested by the ABTA, must be provided for all new key personnel. A change in non-key personnel does not require prior approval, but notification of the change must be provided to the ABTA in the upcoming scientific progress report. If this change affects the level of effort or budget, a new budget and budget justification must be submitted with the Personnel Change Request Form. Changes in the PI or Mentor for a Basic Research Fellowship or Medical Student Summer Fellowship are not permitted at any time during the Grant Term.

### 8.4 Budget Changes

All Grant funds must be expended in accordance with the originally submitted ABTA-approved budget and subject to the restrictions set forth in Section 6. Notwithstanding the foregoing, Grantees may move up to twenty-five (25%) percent of total Grant funds (per 12-month period) across budget line items within any single 12-month period of the Grant Term in order to meet specific research requirements without prior approval by ABTA. However, no Grant funds may be moved across line items if the result exceeds any maximum allowable cost, as described in Section 6. Such changes should be reported in the next financial report whereby: (a) changes exceeding twenty-five (25%) percent of total funds (per 12-month period) across line items; (b) a change seeking to re-budget funds from a future 12-month period of the Grant Term into a more

recent 12-month period of the Grant term; or (c) the addition of new line items to the approved budget, require the submission of a Budget Change Request Form and approval of the ABTA prior to the expenditure of funds.

### 8.5 Carry Forward of Funds

In the case of multi-year grants, if the ABTA-approved financial report from one 12-month period of the Grant Term shows a remaining balance of Grant funds, Grantees may carry forward such Grant funds to the following 12-month period without prior written approval from ABTA. However, if the amount to be carried forward to the next 12-month period is greater than twenty-five (25%) percent of the annual awarded budget, ABTA may require a Revised Budget submitted through a Budget Request Form to account for underspending. In addition, ABTA may require the Grantees to deplete the current installment of the Grant funds prior to receiving the payment of the next installment of the Grant funds.

### 8.6 No Cost Extension

A No Cost Extension (“NCE”) changes the end date of the Grant, thereby extending the duration of the Grant Agreement without providing additional funding. A Grantee may request a NCE in order to complete the Research Project. A NCE may be granted for purposes specifically related to the approved Research Project. A NCE may be granted for any period of time not to exceed twelve (12) months. Only one NCE will be approved per Grant. A NCE request must be made by submitting a request through proposalCENTRAL no more than ninety (90) days and no less than thirty (30) days prior to the termination or expiration date referenced in the Grant Agreement by submitting a No Cost Extension Request Form along with the required documents described within the form. NCEs are not permitted for Medical Student Summer Fellowships.

### 8.7 Leave of Absence

Although rare, PI(s) or Co-PI(s) may need to leave their research activities for a defined period of time (e.g., for pregnancy, illness, family emergencies, etc.). A leave of absence: (a) may not exceed six (6) months; and (b) may be granted only if: (i) such leave will not jeopardize the overall Research Project, and (ii) the PI and/or Co-PI has put in place effective measures to ensure the success of the Research Project despite such leave. Grantees must submit a request through proposalCENTRAL no less than thirty (30) days prior to the leave of absence effective date in non-emergency circumstances, such as maternity leave or a sabbatical.

### 8.8 Early Termination by Grantees for any Reason

Grantees may request an early termination of their Grant for a variety of reasons, including but not limited to: the completion of a Research Project significantly in advance of the termination or expiration date of the Grant Term, a PI’s resignation or retirement, etc. In the event of an early termination, Grantees must submit, through proposalCENTRAL, an Early Termination Letter to the ABTA on Grantee Institution letterhead that includes the ABTA Grant number and project title, the reason for the termination, and the requested early termination date. The Early Termination Letter must be signed by all parties to the Grant Agreement. The ABTA will notify Grantees of its acceptance of such termination letter. The Grantees must then submit the final scientific progress report on the date of early termination and the final financial report within thirty (30) days after the date of early termination provided in the ABTA’s notification. After the ABTA reviews and approves the Reports, Grantees will receive an invoice to remit unexpended funds, if applicable. Grantees must remit all unexpended funds within thirty (30) days of Grantee’s receipt of such invoice, in accordance with the instructions provided by ABTA in such invoice.

## 9. ACKNOWLEDGMENT OF ABTA FUNDING AND RIGHTS TO USE RESEARCH PROJECT MATERIALS

### 9.1 Acknowledgment of ABTA Funding

Grantees must acknowledge the ABTA as a funding source on all publications and in all presentations related to the Research Project, whether during or after the Grant Term, in a clear, unambiguous, and readily-identifiable fashion, using the following acknowledgment: “*This research was supported by a grant from the American Brain Tumor Association*” or as otherwise directed by the ABTA. When possible, Grantees will also include the ABTA’s signature logo, the Grant ID number and other identifying information in such acknowledgment. The ABTA reserves the right to offer Grant naming opportunities to donors and corporate partners, and depending on the Grant awarded, Grantees also may be required to acknowledge such donors or partners.

### 9.2 Permission to use ABTA Marks in Acknowledgments

The ABTA grants to Grantees a limited, revocable, non-exclusive license to use the ABTA name and logo (“ABTA Marks”) solely for the purpose of acknowledging the ABTA’s funding of the Research Project and for no other purpose. The ABTA shall retain all right, title and interest in and to the ABTA Marks and all use of the ABTA Marks shall inure to the benefit of the ABTA. If ABTA provides camera-ready artwork of the logo at Grantee’s request, Grantee will return or destroy the artwork at Grantee’s expense promptly after Grantee has completed use of the artwork or upon ABTA’s request.

### 9.3 Scientific Publications in Peer-Reviewed Journals

All publications resulting from ABTA funding must be published in a manner accessible to the public without charge to readers within twelve (12) months of publication and remain so published. This can be done by publishing in an open access journal, in a journal that deposits papers into PubMed Central, or by the grantee depositing the paper into PubMed Central. It is the grantees responsibility for ensuring that articles are publicly accessible without charge. Grantees are encouraged to publish in Open Access Journals or hybrid journals with free, immediate readership rights.

### 9.4 Other Publications During and After the Grant Term

Prior to publication, Grantees must furnish the ABTA with copies of all news releases, articles, photographs, and any and all other published material referencing or relating to the Research Project or the Grant. Grantees will not publish such materials absent ABTA’s approval. Grantees are encouraged to pre-register the Research Project, post results to preprint servers, and deposit all data generated from their ABTA grant into an ABTA approved repository listed on the ABTA website. Peer-reviewed articles, articles posted on preprint servers, and deposited data relating to the Research Project do not need prior approval.

### 9.5 Permission to use Grant Materials

The Grantees authorize the ABTA to use: (a) the Grantees’ names and logos for the sole purpose of releasing information regarding the Grant to the general public; and (b) copies of all materials, including but not limited to, pictures of the Research Project team (including the Biosketch and Photograph set forth in Section 4), Research Project summaries, scientific progress Reports, and other publications created in connection with the Research Project except if and only to the extent copyright resides with the publisher and the publisher will not consent to ABTA’s use. The Grantees have or will obtain all consents from third parties necessary to authorize such use of such materials.

## **APPENDIX A**

AMERICAN BRAIN TUMOR ASSOCIATION Grant Agreement for Research Grants and Fellowships

See attached.

## **AMERICAN BRAIN TUMOR ASSOCIATION RESEARCH GRANT AGREEMENT**

This **AMERICAN BRAIN TUMOR ASSOCIATION RESEARCH GRANT AGREEMENT** (this "Agreement") is by and among The American Brain Tumor Association (the "ABTA"), \_\_\_\_\_ (the "Principal Investigator" or "PI"), \_\_\_\_\_ (the "Mentor") and \_\_\_\_\_ (the "Grantee Institution") with respect to the research project \_\_\_\_\_ (the "Research Project") also known as Grant \_\_\_\_\_ (the "Grant Number") awarded in the amount of US\$ \_\_\_\_\_ (the "Grant Amount"). This Agreement shall be effective as of \_\_\_\_\_ through \_\_\_\_\_ (the "Grant Term") unless otherwise terminated as provided herein. The Principal Investigator, Mentor and Grantee Institution may be referred to collectively herein as "Grantees".

WHEREAS, the ABTA desires to award the Grantee Institution a research grant ("Grant") provided herein;

WHEREAS, the Grantee Institution desires to provide the location and the space to conduct the research;

WHEREAS; the PI agrees to conduct research at the Grantee Institution;

WHEREAS, the Mentor desires to train and guide the PI; and

WHEREAS, the parties desire to enter into this Agreement to govern the above referenced Grant and the Research Project.

NOW THEREFORE, in consideration of the foregoing recitals which are hereby incorporated herein, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ABTA and Grantees agree to comply with the following terms and conditions. All terms not defined herein shall have the meanings assigned to them in the Policies and Procedures for ABTA Research Grants and Fellowships, set forth on the organization's website ([www.abta.org](http://www.abta.org)), as may be revised from time to time (the "Policies"). At the ABTA's sole discretion, this Agreement shall be deemed null and void if such Agreement is not executed on or before [date].

**1. Policies:** The Grantees represent that they have read and understood the Policies, which are incorporated herein by reference and deemed an integral part of this Agreement. The ABTA may revise the Policies at any time, with thirty (30) days' prior written notice to the Grantees and shall post the revised Policies on the organization's website ([www.abta.org](http://www.abta.org)). In the event of any conflict between the Agreement and the Policies, the terms of this Agreement shall prevail.

**2. Grantee's Certifications, Representations and Covenants:**

(a) The Grantees certify that to the best of their knowledge, the information provided in their grant application (the "Application") is complete and accurate. The Grantees agree to promptly notify the ABTA of any changes to the information provided in the Application.

(b) Any research or activities conducted in connection with the Research Project that may involve human subjects: (i) shall comply with the Health Insurance Portability & Accountability Act of 1996 (HIPAA); (ii) shall be approved by an Institutional Review Board ("IRB") or the relevant international ethics board equivalent; (iii) shall be performed by institutions or entities with an Office of Human Research Protection ("OHRP") assurance or international equivalent; and (iv) shall be guided by one of the following statements of ethical principles: (aa) The World Medical Association's Declaration of Helsinki Ethical Principles for Medical Research Involving Human Subjects; (bb) The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research of the U.S. National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research; or (cc) other similarly appropriate international ethical standards recognized by U.S. Federal departments and agencies that have adopted the U.S. Federal Policy for the Protection of Human Subjects, known as the Common Rule.

(c) Any research or activities conducted in connection with the Research Project that may involve the use of human specimens, cells, or data involving human subjects shall comply with the applicable requirements of the National Institutes of Health Office of Extramural Research. Grantees located outside of the United States shall comply with the guidelines established by an international equivalent governing the use of human biological and/or anatomical materials.

(d) The Research Project's protocol shall be reviewed and approved by the Grantee Institution's biohazards committee and conform to the relevant Public Health Service ("PHS") guidelines. Grantees located outside of the United States shall comply with the guidelines established by an international equivalent governing the use of bio-hazardous materials.

(e) Any research or activities conducted in connection with the Research Project that may involve animals shall be approved by an Institutional Animal Care and Use Committee ("IACUC") or international animal welfare board equivalent and such research shall be guided by the current PHS Policy on Humane Care and Use of Laboratory Animals or the International Guiding Principles for Biomedical Research Involving Animals.

(f) The Grantee Institution shall have, into effect, an up-to-date written and enforced administrative process to identify and manage financial conflicts of interests and shall follow such administrative process with respect to the Research Project. Upon the ABTA's request, the Grantee Institution shall provide the ABTA with information and/or documentation evidencing Grantee Institution's compliance with such administrative process within fifteen (15) days of Grantee's receipt of such request.

(g) The Grantees shall not accept funding from an additional funding source or grant source which will result in an overlap in funding for the Research Project during the Grant Term.

(h) Each signatory for each entity that is a party to this Agreement is an authorized signatory of such party and has been duly authorized to execute this Agreement on behalf of the entity so indicated and no additional authorization or approval is required.

**3. Reports:** The Grantees shall provide the ABTA with scientific progress reports and financial reports (the "Reports") for the Research Project in the format required by the ABTA and in accordance with the schedule set forth in the Policies. Per the Policies, such Reports are due annually for multi-year grants and within thirty (30) days of the conclusion of the Grant Term. The Report templates are set forth in proposalCENTRAL.

#### **4. Grant Payments, Use and Remittance of Funds:**

(a) ABTA will disburse Grant payments pursuant to the Grant payment schedule below. Notwithstanding the foregoing, ABTA reserves the right to modify such Grant payment schedule at any time, for any reason.

##### Medical Student Summer Fellowships:

- The first Grant payment (50% of the total budget) will be disbursed thirty (30) days after the effective date of the Agreement.
- The second and final Grant payment (the remaining 50% of the total budget) will be disbursed after ABTA has reviewed and approved the Reports.

##### 1-year Grants:

- The first Grant payment (50% of the total budget) will be disbursed thirty (30) days after the effective date of the Agreement.
- The remaining 50% of the total budget will be split 80/20. The second Grant payment will be 40% of the Grant funds and will be disbursed six (6) months after the effective date of the Agreement.
- The third and final Grant payment will be 10% of the Grant funds and will be disbursed: (i) at end of grant term; and (ii) after ABTA has reviewed and approved the Reports and any other documents required by ABTA. If such Reports disclose a remaining balance, such remaining balance will be subtracted from the third Grant payment before such payment is transmitted to the Grantee.

##### 2-year Grants:



- The first Grant payment (25% of the total budget) will be disbursed thirty (30) days after the effective date of the Agreement.
- The second Grant payment (25% of the total budget) will be disbursed six (6) months after the effective date of the Agreement.
- The third Grant payment (25% of the total budget) will be distributed immediately following ABTA's review and approval of annual Reports set forth in Section 7.2 of the Policies
- The remaining 25% of the total budget will be split 80/20. The fourth Grant payment will be 20% of the Grant funds and will be distributed six (6) months prior to the end date of the Grant Term.
- The fifth and final Grant payment will be 5% of the Grant funds and will be distributed: (i) at end of the Grant Term; and (ii) after ABTA has reviewed and approved the Reports. If such Reports disclose a remaining balance, such remaining balance will be subtracted from the fifth Grant payment before such payment is transmitted to the Grantee.

(b) Notwithstanding the provisions of Section 4(a) above, ABTA may require the Grantees to spend down at least 75% of cash on hand prior to receiving the payment of the next installment of the Grant funds.

(c) The Grant funds shall be used exclusively for the Research Project, as described in the approved budget submitted with the Application. However, the Grantees, at their discretion and without a formal request from the ABTA, may move up to 25% of their respective total Grant funds across budget line items. If reallocations exceed 25% of the total budget, then formal permission must be sought by the PI and cannot be implemented without the ABTA's written approval. Notwithstanding the foregoing, Grant funds shall not be moved across budget line items if the result exceeds any maximum allowable cost set for a budget line item (i.e. equipment). Grantee shall bear the cost of any accrued interest on Grant funds. Such accrued interest shall be solely consumed for the Research Project.

(d) The Grant funds awarded hereunder may not be obligated or expended prior to the effective date of this Agreement or subsequent to the termination of this Agreement, except to liquidate authorized obligations in accordance with the Policies.

(e) After the ABTA's review of the final progress report and final financial report, the ABTA shall send Grantees an invoice for unexpended Grant funds. Within thirty (30) days after Grantee's receipt of such invoice, Grantees shall remit all unexpended Grant funds to the ABTA pursuant to the instructions set forth in such invoice.

## **5. Early Termination:**

(a) The Grantees may terminate this Agreement at any time, for any reason, upon written notification to the ABTA and in accordance with the Policies. Within thirty (30) days of such early termination date agreed to by the ABTA, the Grantees shall provide the ABTA with final Reports, which shall include all information available as of the termination date. The Grantees shall transmit a reimbursement to the ABTA of all unexpended Grant funds in U.S. certified funds on or before thirty (30) days after the date of the ABTA's approval of the final financial report.

(b) If any of the Grantees: (i) fail to fulfill the obligations provided hereunder; (ii) breach any of the representations, covenants or obligations contained in this Agreement; or (iii) anticipatorily breach this Agreement, the Grantees will be in default of this Agreement. If such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been transmitted to the Grantees, ABTA, at its sole discretion, may immediately terminate this Agreement with written notice to the Grantees.

(c) ABTA has the right to immediately terminate this Agreement in the event of, or upon the occurrence of, any one or more of the following events ("Events of Default"):

- (i) Grant funds cannot reasonably be expended in accordance with the budget;

- (ii) ABTA does not receive a required Report when due; such Report(s) does not contain the required information; or the information included on such Report does not satisfactorily reflect the Research Project's progress, at ABTA's sole discretion;
- (iii) The personnel and/or the Research Project change(s) and any or all of such changes are not previously approved in writing by ABTA;
- (iv) Grantee Institution's status is no longer that of a governmental organization described in Section 170(c)(1) or a nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code (or for non-U.S. Grantee Institutions, the international equivalent);
- (v) Grantee Institution or any PI is debarred from the receipt of federal or state funding;
- (vi) Any PI is absent from or leaves the Grantee Institution without thirty (30) days prior written notice to the ABTA and PI's receipt of written approval for such absence from the ABTA;
- (vii) Grantee Institution and the PIs fail to receive and maintain the IRB and/or IACUC (or other clearly designated appropriate bodies of Grantee Institution) approval of the Research Project or any other required approvals;
- (viii) Grantee Institution or any PI fails to comply with the obligations under the Policies and other material terms and conditions of this Agreement; or
- (ix) Grantee Institution or any PI commits a breach of this Agreement or an act of negligence or misconduct in connection with the Research Project.

(d) In the event of any default event set forth in Section 5(b) or Section 5(c), the Grantees shall provide the ABTA, within thirty (30) days after the termination date, the final Reports, which shall include: (i) all information available to the Grantees as of the termination date; (ii) a full financial and scientific report; (iii) reimbursement for the full amount of Grant funds that have been expended by the ABTA in connection with, and subsequent to, the default event set forth in Section 5(b) or Section 5(c); and (iv) a refund of all unexpended Grant funds as of the termination date.

(e) ABTA has the right to immediately terminate this Agreement upon ABTA's knowledge that there has been scientific misconduct, financial or administrative impropriety, fraud committed by any party to this Agreement, or at ABTA's discretion. In the case of an early termination under this provision, the Grantees shall provide ABTA within thirty (30) days after such termination date, final Reports and reimbursement of all Grant funds.

## **6. Intellectual Property:**

(a) Promptly upon ABTA's request, Grantee Institution shall provide to ABTA a copy of its policies governing the ownership of intellectual property and other proprietary rights created using Grantee Institution resources. Unless ABTA reasonably objects to such policy or no such policy exists, the Grantee Institution's policy shall apply to inventions, discoveries, methodologies, technologies, data and any other materials and developments, whether or not patentable, arising from the Research Project ("Research Inventions"). If the policy of the Grantee Institution is not reasonably acceptable to ABTA or the Grantee Institution has no such policy, then ABTA and the Grantees shall mutually agree on ownership and commercialization terms governing Research Inventions.

(b) The Grantee Institution shall promptly notify ABTA of each patent application (or any foreign equivalent) filed anywhere in the world in connection with any Research Invention and each patent issuing from such application. Grantee shall also promptly provide a copy to ABTA of all such patent applications and issued patents upon ABTA's request.

(c) Promptly upon ABTA's request, Grantee Institution shall provide regular progress reports to ABTA on any efforts to commercialize any Research Invention and provide a copy to ABTA of any license, sale or other commercialization of any Research Invention. ABTA shall be entitled to share in the income

from any such commercialization based on the relative contribution of funding provided by ABTA and as mutually agreed by the Grantee Institution and ABTA. In the event that ABTA and the Grantee Institution are unable to reach a sharing agreement, ABTA shall receive twenty five percent (25%) of the net revenue from commercialization (defined as gross revenue less actual patent fees and expenses incurred by Grantee Institution).

**7. Compliance with Laws:** The Grantees shall comply with all applicable laws and regulations related to the Grant and the Research Project. The Grant funds that are awarded to the Grantee hereunder shall be expended in accordance with all applicable anti-terrorist financing and asset control laws, statutes, and executive orders, including but not limited to the U.S. Patriot Act and U.S. Executive Order No. 13224, all U.S. sanctions laws and regulations, the Foreign Corrupt Practices Act of 1977, as amended, and other applicable anti-bribery laws and regulations.

**8. Liability and Insurance:**

(a) Grantee Institution shall be solely liable for all phases of the research, investigation, funding, and administration of, or in connection with, the Research Project.

(b) To the extent permitted under the international, federal, state, and local laws which govern the Grantee Institution, the Grantee Institution shall indemnify and hold ABTA harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that ABTA may incur by reason of any Grantee Institution, Mentor and/or PI's gross negligence or willful misconduct or any third-party claim arising out of or in connection with the Research Project. If this provision is prohibited under the laws that govern the Grantee Institution, then this provision shall be deemed unenforceable and shall have no force and effect.

(c) In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either the ABTA on the one hand or the Grantees on the other hand may initiate the mediation process with thirty (30) days prior written notice to the other party. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless the parties extend the time in an instrument signed by both parties or unless the mediator declares the parties to be at an impasse.

(d) Grantee Institution shall be required to maintain adequate liability insurance comparable to coverage held by institutions of similar size and nature, covering the PIs, employees, officers, and agents of Grantee Institution for the duration of this Agreement. To the extent permissible under the Grantee Institution's insurance policies, Grantee Institution shall designate the ABTA as an additional insured on such insurance policies. The ABTA may request to be provided certificates evidencing the insurance coverage at any time during the Term or this Agreement.

**9. Record Keeping Requirements and Audit:** The Grantees agree to maintain accurate and complete records for this Grant and any inventions related thereto, for a period of five (5) years from the earlier of the termination or expiration of this Agreement and agree that the ABTA may conduct an audit of such records at any time, during regular business hours as reasonably requested in advance and in writing by the ABTA.

**10. Relationship of Parties and No Guarantee of Additional Support:** The nature of this arrangement is a funding agreement, and no employment, partnership, joint venture, or agency relationship is created. The Grant is accepted by the Grantees with the understanding that the ABTA is not obligated to provide any additional financial support, or other support in connection with the Research Project or for any other reason.

**11. Modification of Agreement:** The ABTA reserves the right to modify the terms or conditions of this Agreement with thirty (30) days' written notice to the Grantees.

**12. No Third Party Beneficiaries:** No provisions in this Agreement shall in any way inure to the benefit of any third party.

**13. Entire Agreement:** This Agreement supersedes all prior understandings or oral or written agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

**14. Assignment and Subcontracting:** None of the Grantees may assign any rights or obligations under this Agreement without the ABTA's prior written consent. In the absence of such prior written consent, any such assignment will be void. If and as applicable, Grantees shall enter into written subcontracts with other participating grantee institutions, co-principal investigators and other subcontractors or members of a grant consortia and shall ensure that all such subcontractors comply with all applicable terms of this Agreement. Promptly upon ABTA's request, Grantees will provide ABTA with copies of any such subcontracts and assurances of compliance.

**15. Survival:** The terms of Sections 2, 3, 4, 6, 7, 8, 9, 12, 15, 17 and 18 of this Agreement and the provisions of Policies and Procedures for ABTA Research Grants and Fellowships shall survive the termination of this Agreement. The Grantees hereby acknowledge and agree that after the termination or expiration of this Agreement, the Grantees will comply with their continuing obligations set forth in the aforementioned provisions.

**16. Counterparts:** This Agreement may be executed by the parties hereto in counterparts, including by facsimile or electronic transmission, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

**17. Severability:** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

**18. Confidentiality:** In the event that any of the Grantees will receive trade secrets or other confidential information of ABTA, Grantees and the ABTA will enter into a mutually acceptable non-disclosure agreement protecting such confidential information.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

GRANTEE INSTITUTION: \_\_\_\_\_

Signing Official Signature: \_\_\_\_\_

Signing Official Printed Name: \_\_\_\_\_

Signing Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

PRINCIPAL INVESTIGATOR:

Principal Investigator Signature: \_\_\_\_\_

Principal Investigator Printed Name: \_\_\_\_\_

Principal Investigator Title: \_\_\_\_\_

Date: \_\_\_\_\_

MENTOR:

Mentor Signature: \_\_\_\_\_

Mentor Printed Name: \_\_\_\_\_

Mentor Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE AMERICAN BRAIN TUMOR ASSOCIATION:

Signing Official Signature: \_\_\_\_\_

Signing Official Printed Name: \_\_\_\_\_

Signing Official Title: \_\_\_\_\_

Date: \_\_\_\_\_