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 2027 ABTA Research Grants and Fellowships

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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 (the applicable form of which is attached as Appendix A for Research Grants and Basic Research Fellowships or Appendix B for Medical Student Summer Fellowships). 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 "Co-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, Co-Principal Investigators and/or Co-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, Co-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.

For Medical Student Summer Fellowships governed by Appendix B, ABTA and the Grantee Institution shall execute the Grant Agreement as parties, and the PI and Lead Mentor shall sign the acknowledgments included in that agreement.

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, 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, on the terms presented. 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, 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 Form W-9; (b) Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (for foreign Grantee Institutions only) via Form W-8BEN; 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) Institutional 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, a letter of support 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.

5.2 Grant Changes Prior to Execution of the Grant Agreement

Certain grant changes may be permitted prior to the execution of the Grant Agreement. All changes to the Grant must be submitted for prior approval by the ABTA using the appropriate change request templates. Grantees are strongly encouraged to discuss any desired changes with ABTA Staff in advance of submitting a formal request. Approval of any requested change shall be at the ABTA's sole discretion.

5.2.1 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.

5.2.2 Personnel Changes

The ABTA will not approve a change of PI prior to the execution of a Grant Agreement. The ABTA will not approve a change of Lead Mentor for Basic Research Fellowship or Jack and Fay Netchin Medical Student Summer Fellowships at any time. Requests to change the level of effort for a PI or Co-PI must be submitted via an updated Budget form and Budget Justification. Grantees must obtain written approval by the ABTA prior to implementing any key personnel modifications. The ABTA may grant or deny such approval in its sole discretion.

5.2.3 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. 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. A transfer of the Grant to another Institution is not permitted for ABTA Jack & Fay Netchin Medical Student Summer Fellowships.

5.3 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-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, and having signed as acknowledged.

6.2.2 Research Equipment

The total cost for a single item of research equipment must not exceed $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. In the event of an approved transfer of the Grant to another Institution, the equipment may be transferred to the new Grantee Institution. Upon completion of the Research Project, the equipment will remain at the location of the Grantee Institution conducting the Research Project.

6.2.3 Personnel Costs

No personnel named on the Research Project shall receive salary costs in excess of $228,000 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. PIs on all ABTA Research Collaboration Grants, Discovery Grants and Basic Research Fellowships are required to present the results of the Research Project at an ABTA National Conference near the conclusion of the Grant Term in two formats, as a recorded on-demand talk and an in-person poster. Travel expenses to attend the ABTA National Conference near 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 National 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 the ABTA Research Collaboration Grants, Discovery Grants, Basic Research Fellowships, and ABTA Jack & Fay Netchin 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. Costs related to data sharing must be in line with the Data Management and Sharing Plan approved by the ABTA.

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, routine maintenance, 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 disbursed by the ABTA. Grant payments will be made by the ABTA in U.S. funds, transmitted via Automated Clearing House to the Grantee Institution. Grantee Institutions outside of the U.S. will receive payments via wire transfer, where appropriate. For institutions in the U.S. that cannot accept ACH or institutions outside of the U.S. that cannot accept wire transfer, payments will be made in the form of a check, transmitted via U.S. standard mail. The Grantee Institution shall transmit acknowledgment of its receipt of each payment in writing to grants@abta.org.

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 submitted in 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. At the end of 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. Following 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. After approving the final Reports and reconciling prior disbursements and allowable expenditures, ABTA shall invoice the Grantee Institution for any amount due. The Grantee Institution shall pay the invoice within thirty (30) days after receipt, in accordance with its instructions.

7.5 Contact and Financial Information

If information changes during the Grant Term, Grantees are required to submit an updated Contact Information Form that includes the correct Grantee's or Grantee Institution's contact information, including the ASO and the Financial Officer. Grantees are also required to submit an updated Payee Information Form if there are any modifications made to the financial information.

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) Institutional 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 request 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 Document Renewals

It is the sole responsibility of Grantees to submit all Required Grant Reports and 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 eligibility 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 to the ABTA, for approval, 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 the ABTA’s written approval prior to implementing any of the changes referenced below, and such approval decisions shall be made 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 before Grant funds are applied to the proposed changes. 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 for ABTA Jack & Fay Netchin 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 and financial progress reports. If this change affects the level of effort or budget, a Budget Change Request Form must be submitted with the Personnel Change Request Form. Changes in the PI or Mentor for a Basic Research Fellowship or ABTA Jack &Fay Netchin 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 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. Such changes should be reported in the next financial report. However, no Grant funds may be moved across line items if the result exceeds any maximum allowable cost, as described in Section 6. The following require the submission of a Budget Change Request Form and ABTA approval prior to the expenditure of funds: (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 an earlier 12-month period of the Grant Term; or (c) the addition of new line items to the approved budget.

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 the 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, the 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 ABTA Jack & Fay Netchin 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 planned 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 decision regarding 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 approving the final Reports and reconciling prior disbursements and allowable expenditures, ABTA shall invoice the Grantee Institution for any amount due. The Grantee Institution shall pay the invoice within thirty (30) days after receipt, in accordance with its instructions. Grantees must remit all unexpended funds within thirty (30) days of Grantee's receipt of such invoice, in accordance with the instructions provided by the 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, non-transferable 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 the 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 the ABTA's request.

9.3 Open Science

The ABTA Open Science Policy can be found in Appendix C and is incorporated into these Policies.

9.3.1 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. At the grantee's request, the ABTA will facilitate depositing the article into PubMed Central by providing an invitation and instructions for using HRA Open. It is the grantee's 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 or to deposit the published version or Accepted Author Manuscript into PubMed Central immediately after publication, as allowed by the agreement with the publisher.

9.3.2 Data Sharing

Grantees generating omics data (including, but not limited to, genomic, transcriptomic, proteomic, epigenetic, etc.), nanomaterials, or imaging (MR, PET, etc.) data are required to deposit all data needed for independent verification of published results into an ABTA approved repository within twelve (12) months of the end of the grant term. All data should be shared in accordance with the Grantee's approved Data Management and Sharing Plan. Grantees are encouraged to deposit all data, not just the data included in publications, into an approved repository.

9.4 Other Publications During and After the Grant Term

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 are encouraged to pre-register the Research Project and post results to preprint servers. 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 the 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 Basic Research Fellowships.

See attached.

The Grant Agreement for Medical Student Summer Fellowships can be found in Appendix B.

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" – if applicable) 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 (if applicable) and Grantee Institution may be referred to collectively herein as "Grantees." The Grantees and the ABTA may be referred to collectively herein as "Parties."

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 (if applicable) 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), 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 Grantees are responsible for notifying others responsible for the project (e.g Co-Principal Investigator, Co-Investigators, etc.) of the awarded Grant and of the requirements outlined in the Policies. 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). 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, including any components of the application that were developed with the assistance of an artificial intelligence tool. 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

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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) Any research or activities conducted in connection with the Research Project that may involve the use of biohazardous materials 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 in 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, along with corresponding data, 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. Annual scientific progress reports and annual financial reports, when applicable, shall be submitted by the respective deadlines in Sections 7.1 and 7.3 of the Policies. The final scientific progress report is due on the expiration or termination date of the Grant Agreement. The final financial report is due within thirty (30) days after the expiration or termination date of the Grant Agreement. These final-report deadlines also apply upon early termination. The Report templates are set forth in ProposalCentral. The Grantees certify that all information in the Reports is accurate at the time of submission and that any publishable information included in the Reports, including a lay summary,

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is authored by, or developed using information authored by, the Grantees or others working on the Research Project.

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.

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 budget 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 budget and will be disbursed: (i) at the end of the Grant Term; and (ii) after ABTA has reviewed and approved the Reports and any other documents required by ABTA. After approving the final Reports, ABTA shall reconcile the Grant Amount, allowable Research Project expenditures, and Grant funds previously disbursed. Any final payment shall not exceed the lesser of (i) the unpaid balance of the Grant Amount or (ii) allowable expenditures exceeding Grant funds previously disbursed. If Grant funds previously disbursed exceed allowable expenditures, the excess shall be returned under Section 4(c). An amount withheld from an unpaid installment shall not also be required to be repaid.

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 7.1 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 budget 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 budget and will be distributed: (i) at end of the Grant Term; and (ii) after ABTA has reviewed and approved the Reports. After approving the final Reports, ABTA shall reconcile the Grant Amount, allowable Research Project expenditures, and Grant funds previously disbursed. Any final payment shall not exceed the lesser of (i) the unpaid balance of the Grant Amount or (ii) allowable expenditures exceeding Grant funds previously disbursed. If Grant funds previously disbursed exceed allowable expenditures, the excess shall be returned under Section 4(c). An amount withheld from an unpaid installment shall not also be required to be repaid.

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(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 (per 12-month period) 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 reviewing and approving the final Reports and completing the reconciliation required by Section 4(a), ABTA shall invoice the Grantee Institution for any Grant funds previously disbursed that exceed allowable Research Project expenditures. The Grantee Institution shall repay that amount within thirty (30) days after receipt of the invoice, using the payment method and instructions stated in the invoice. No amount shall be recovered both through a reduction of an unpaid installment and through repayment.

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. Any repayment of unexpended Grant funds shall be determined and paid in accordance with Section 4(c).

(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 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;

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(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, is subject to significant disciplinary action or criminal prosecution, or commits 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 submit the final scientific progress report on the termination date and the final financial report within thirty (30) days after the date of early termination. The Reports shall include: (i) all information available to the Grantees as of the termination date. After approving the final Reports and reconciling prior disbursements and allowable expenditures, ABTA shall invoice the Grantee Institution for any amount due, including unexpended funds and any funds spent in connection with or subsequent to the default event set forth in Section 5(b) or Section 5(c). The Grantee Institution shall pay the invoice within thirty (30) days after receipt, in accordance with its instructions.

(e) To the extent permissible by law or regulatory agency, the Grantee Institution shall immediately report to the ABTA at the start of a formal inquiry within the Grantee Institution, any scientific, financial, or ethical misconduct among any party to this agreement or any personnel contributing directly to the Research Project. Financial misconduct includes fraud, embezzlement, theft, or similar acts. Ethical misconduct includes willful intentional violation of any law or regulation; or willful or negligent acts damaging to the reputation of the Grantees. The ABTA may, at its sole discretion, suspend the Grant during an investigation of the misconduct by the Grantee Institution or law enforcement entity. The Grantee Institution shall disclose, to the ABTA, the corrective actions taken, if any. The ABTA may, at its sole discretion, take corrective action up to and including terminating the Grant. 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. <u>Intellectual Property</u>:

(a) The goal of the ABTA in funding scientifically meritorious research (Research Projects) is to further its mission. The ABTA recognizes that intellectual property having public health, scientific, business or commercial application or value may be made in the course of the research supported by the ABTA. "Intellectual property" is any discovery, data, material, method, process, device, product, program, software, proprietary know-how or other work of authorship,

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whether or not patentable or copyrightable, that is created, conceived or discovered in the course of research supported in whole or in part by ABTA. It is the desire of the ABTA that such intellectual property be administered in such a manner that it is brought into public use at the earliest possible time. The ABTA recognizes that this may be best accomplished through patenting, copyrighting, and/or licensing. ABTA recognizes that commercialization of projects funded by ABTA facilitates public use and may also be sources of revenue for ABTA to use in order to fund other projects in accord with its mission.

(b) Promptly upon the ABTA's request, Grantee Institution shall provide the ABTA a copy of its policies governing the ownership of intellectual property and other proprietary rights created using Grantee Institution resources. Unless the ABTA reasonably objects to such policy or no such policy exists, the Grantee Institution's policy shall apply to intellectual property arising from the Research Project. If the policy of the Grantee Institution is not reasonably acceptable to the ABTA or the Grantee Institution has no such policy, then the ABTA and the Grantees shall mutually agree on ownership and commercialization terms governing "Research Inventions" as defined below in a Revenue Sharing Agreement prior to commercialization of the products, methods, or devices resulting from the invention.

Research Inventions: "Research Inventions" means potentially patentable Intellectual Property discovered or first reduced to practice in the performance of research supported in whole or in part by ABTA.

- All Research Inventions discovered or first reduced to practice in the performance of research supported in whole or in part by the ABTA shall be promptly reported in writing to the ABTA by receipt of an Invention Disclosure provided to the Grantee Institution. This reporting obligation extends for a period of 5 (five) years after the termination of funding by ABTA. The ABTA also shall be promptly notified in writing of a patent application being prepared that claims the invention, a patent subsequently being issued, and/or of a license, lease, sale or Revenue Sharing Agreement concerning the Research Invention. The Grantees shall also provide a copy of related documents upon ABTA's request.
- Inventorship of inventions disclosed in international and national patent applications is determined by patent laws of the countries in which the patent applications are filed. In the United States, patent applications are filed in the name of the inventors, who may assign their rights to entities based on contractual agreements, e.g. employment contracts, funding entities. Assignees then own part or all of IP right to the invention. In non-US countries, patent applications are generally filed in the name of the assignee(s) if there are any.
- Owners of IP patent rights may license to other parties to grant them rights to make, use or sell the invention, and/or to share in commercial revenues, usually through negotiating licensing agreements. When the assignees or other titleholders (e.g., Grantee Institution), license an invention to another party for commercialization, the license shall include provisions obligating the licensee to commercialize the invention in a diligent manner, including appropriate diligence requirements and milestones. The Licensor shall monitor performance of the Licensee.
- Subject to applicable law and any separately executed written agreement, title to Research Inventions shall reside with the Grantee Institution. If the Grantee Institution has no applicable intellectual-property policy, or ABTA reasonably objects to that policy, ABTA and the Grantee Institution (and the PI and Mentor as

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may be applicable) shall agree in writing on ownership and commercialization terms before commercialization. Any transfer of ownership to ABTA shall require an appropriate written assignment executed by the applicable rights holder.

- If any Research Invention is made with the joint support of the ABTA and any agency or department of the United States Government, the requirements of the Bayh-Dole Act and that agency's or department's patent policy shall control, and this Intellectual Property Policy applies only to the extent it does not conflict with the requirements of the Bayh-Dole Act and that agency's or department's patent policy.

(c) The ABTA shall be entitled to share in the Net Revenue derived from the Research Inventions. A Revenue Sharing Agreement shall be negotiated prior to commercialization of the products, methods, or devices resulting from the invention. ABTA's sharing of the income shall be in proportion to ABTA's support for the work or research giving rise to the Research Invention generating the income. The Grantee Institution shall provide to ABTA, upon request, financial information adequate to establish and document the amount of Net Revenue.

"Net Revenue" means gross revenue received from a Research Invention, less actual patent fees and expenses incurred in connection with that Research Invention that were not funded by ABTA. The revenue-sharing threshold is twenty percent (20%) of the Grant Amount actually disbursed by ABTA for the Research Project. The threshold shall be measured cumulatively for each Research Invention. Once cumulative Net Revenue exceeds that threshold, ABTA's applicable percentage shall be applied to all cumulative Net Revenue, including amounts received before the threshold was exceeded.

Revenue Sharing:

- Upon commercialization, if any, of a Research Invention, the Grantee Institution shall grant ABTA a non-exclusive, royalty-free license to use that Research Invention solely for noncommercial purposes, on terms and conditions to be mutually agreed upon in writing by ABTA and the Grantee Institution at that time.
- At the time net revenue earned exceeds 20% of the funding provided by the ABTA, the following applies: ABTA's participation percentage shall equal the percentage of funding provided by ABTA, subject to a minimum participation percentage of ten percent (10%) and a maximum participation percentage of twenty-five percent (25%).

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 the ABTA, its officers, directors, employees, agents, and each of them, may incur by reason

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of any Grantee Institution, Mentor and/or PI's (i) breach of this Agreement; (ii) negligence, gross negligence or willful misconduct; and/or (iii) any claim arising out of or in connection with the Research Project including, but not limited to, any alleged infringement of another's intellectual property rights, any alleged failure to comply with applicable laws, regulations and other government directives.

(c) To the extent permitted under the international, federal, state, and local laws which govern ABTA, ABTA shall indemnify and hold the Grantee Institution harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that the Grantee Institution, its officers, directors, employees, agents, and each of them, may incur by reason of ABTA's negligence, gross negligence or willful misconduct arising out of or related to this Agreement. To the extent a loss is caused by conduct of both ABTA and the Grantee Institution or persons for whose conduct it is responsible under this Section, each party's indemnification obligation shall apply only to the portion attributable to that conduct. The indemnities in this Section apply to [third-party claims only / third-party claims and direct claims between the parties]. A party seeking indemnification shall promptly notify the other party in writing of the claim. A delay in notice shall relieve the indemnifying party of its obligations only to the extent materially prejudiced by the delay. The parties shall reasonably cooperate in responding to the claim. Neither party may settle a claim in a manner that imposes an admission, payment obligation, or nonmonetary obligation on the other party without that party's prior written consent.

(d) 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.

(e) Grantee Institution shall be required to maintain adequate liability insurance or self-insured trust 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 and, upon the ABTA's request, shall provide the ABTA with certificates evidencing such insurance coverage at any time during the Grant 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 following 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.

SAMPLE

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, 18, and 19 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.

19. Force Majeure: Neither party shall be responsible for delays or errors in performance under this Agreement, occurring by reasons or circumstances beyond its control, including, without limitation, acts of civil or military authority, national emergencies, diseases or pandemic, fire, flood or catastrophe, acts of God, insurrection, war, riots or failure of transportation, communication or power supply (each a "Force Majeure Event"). Such party's performance under this Agreement shall be suspended during the pendency of the Force Majeure Event and shall resume thereafter unless otherwise agreed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

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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 (if applicable)

Mentor Signature: _____

Mentor Printed Name: _____

Mentor Title: _____

Date: _____

THE AMERICAN BRAIN TUMOR ASSOCIATION

Signing Official Signature: _____

Signing Official Printed Name: _____

Signing Official Title: _____

Date: _____

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APPENDIX B: AMERICAN BRAIN TUMOR ASSOCIATION Grant Agreement for Medical Student Summer 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") and _____ (the "Grantee Institution") with respect to the Medical Student Summer Fellowship research project _____ (the "Research Project"), also known as Grant _____ (the "Grant Number") awarded in the amount of **US$ 3,000** (the "Grant Amount"). This Agreement shall be effective as of **[mm/dd/yyyy]** through **[mm/dd/yyyy]** (the "Grant Term") unless otherwise terminated as provided herein. The Grantee Institution and the ABTA may be referred to collectively herein as "Parties."

The Principal Investigator for the Research Project is _____ (the "PI"), and the Lead Mentor is _____ (the "Mentor"). The PI and Mentor are not parties to this Agreement. Their signatures below acknowledge the requirements applicable to their participation in the Research Project. The Grantee Institution shall ensure that the PI and Mentor comply with those requirements.

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 and Mentor acknowledge the terms and conditions herein and in the Policies and Procedures for Research Grants and Fellowships, and their obligation 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 Grantee Institution 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), 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 Grantee Institution represents that it has 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 Grantee Institution and shall post the revised Policies on the organization's website (www.abta.org). In the event of any conflict between the Agreement and the Policies, the terms of this Agreement shall prevail**.**

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

(a) The Grantee Institution certifies that to the best of its knowledge, the information provided in their grant application (the "Application") is complete and accurate, including any components of the application that were developed with the assistance of an artificial intelligence tool. The Grantee Institution agrees to promptly notify the ABTA of any changes to the information provided in the Application.

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(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. Grantee Institutions 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) Any research or activities conducted in connection with the Research Project that may involve the use of biohazardous materials shall be reviewed and approved by the Grantee Institution's biohazards committee and conform to the relevant Public Health Service ("PHS") guidelines. Grantee Institutions 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 in 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 the Grantee Institution's receipt of such request.

(g) The Grantee Institution 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 Grantee Institution shall provide the ABTA with scientific progress reports, along with corresponding data, 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. The final scientific progress report is due on the expiration or termination date of the Grant Agreement. The final financial report is due within thirty (30) days after the expiration or termination date of

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the Grant Agreement. These final report deadlines also apply upon early termination. The Report templates are set forth in ProposalCentral. The Grantee Institution certifies that all information in the Reports is accurate at the time of submission and that any publishable information included in the Reports, including a lay summary, is authored by, or developed using information authored by, the PI, Mentor, or others working on the Research Project.

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.

ABTA Jack & Fay Netchin 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. After approving the final Reports, ABTA shall reconcile the Grant Amount, allowable Research Project expenditures, and Grant funds previously disbursed. Any final payment shall not exceed the lesser of (i) the unpaid balance of the Grant Amount or (ii) allowable expenditures exceeding Grant funds previously disbursed. If Grant funds previously disbursed exceed allowable expenditures, the excess shall be returned under Section 4(d). An amount withheld from an unpaid installment shall not also be required to be repaid.

(b) The Grant funds shall be used exclusively for the Research Project, as described in the approved budget submitted with the Application. Budget deviations of up to 25% of the respective total Grant budget across budget line items is permitted without a formal request to the ABTA. If reallocations exceed 25% of the total budget, then formal permission must be sought by the PI and Grantee Institution 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). The Grantee Institution shall bear the cost of any accrued interest on Grant funds. Such accrued interest shall be solely consumed for the Research Project.

(c) 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.

(d) After reviewing and approving the final Reports and completing the reconciliation required by Section 4(a), ABTA shall invoice the Grantee Institution for any Grant funds previously disbursed that exceed allowable Research Project expenditures. The Grantee Institution shall repay that amount within thirty (30) days after receipt of the invoice, using the payment method and instructions stated in the invoice. No amount shall be recovered both through a reduction of an unpaid installment and through repayment.

5. Early Termination:

(a) The Grantee Institution may terminate this Agreement at any time, for any reason, upon written notification to the ABTA, the PI and the Mentor 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

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termination date. Any repayment of unexpended Grant funds shall be determined and paid in accordance with Section 4(d).

(b) If the Grantee Institution: (i) fails to fulfill the obligations provided hereunder; (ii) breaches any of the representations, covenants or obligations contained in this Agreement; or (iii) anticipatorily breaches this Agreement, the Grantee Institution 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 Grantee Institution, ABTA, at its sole discretion, may immediately terminate this Agreement with written notice to the Grantee Institution.

(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 events ("Events of Default"):

(ii) 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 or Mentor 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 fails to comply, or fails to ensure that the PI and Mentor comply, with their respective obligations under this Agreement including, but not limited to Sections 2, 3, 4(c), 7, and 9 as well as 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, is subject to significant disciplinary action or criminal prosecution, or commits 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 submit the final scientific progress report on the termination date and the final financial report within thirty (30) days after the date of early termination. The Reports shall include: (i) all information available to the Grantees as of the termination date. After approving the final

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Reports and reconciling prior disbursements and allowable expenditures, ABTA shall invoice the Grantee Institution for any amount due, including unexpended funds and any funds spent in connection with or subsequent to the default event set forth in Section 5(b) or Section 5(c). The Grantee Institution shall pay the invoice within thirty (30) days after receipt, in accordance with its instructions.

(e) To the extent permissible by law or regulatory agency, the Grantee Institution shall immediately report to the ABTA at the start of a formal inquiry within the Grantee Institution, any scientific, financial, or ethical misconduct among any party to this agreement or any personnel contributing directly to the Research Project. Financial misconduct includes fraud, embezzlement, theft, or similar acts. Ethical misconduct includes willful intentional violation of any law or regulation; or willful or negligent acts damaging to the reputation of the Grantee Institution, PI or Mentor. The ABTA may, at its sole discretion, suspend the Grant during an investigation of the misconduct by the Grantee Institution or law enforcement entity. The Grantee Institution shall disclose, to the ABTA, the corrective actions taken, if any. The ABTA may, at its sole discretion, take corrective action up to and including terminating the Grant. In the case of an early termination under this provision, the Grantee Institution shall provide ABTA within thirty (30) days after such termination date, final Reports and reimbursement of all Grant funds.

6. Intellectual Property:

(a) The goal of the ABTA in funding scientifically meritorious research (Research Projects) is to further its mission. The ABTA recognizes that intellectual property having public health, scientific, business or commercial application or value may be made in the course of the research supported by the ABTA. “Intellectual property” is any discovery, data, material, method, process, device, product, program, software, proprietary know-how or other work of authorship, whether or not patentable or copyrightable, that is created, conceived or discovered in the course of research supported in whole or in part by ABTA. It is the desire of the ABTA that such intellectual property be administered in such a manner that it is brought into public use at the earliest possible time. The ABTA recognizes that this may be best accomplished through patenting, copyrighting, and/or licensing. ABTA recognizes that commercialization of projects funded by ABTA facilitates public use and may also be sources of revenue for ABTA to use in order to fund other projects in accord with its mission.

(b) Promptly upon the ABTA’s request, Grantee Institution shall provide the ABTA a copy of its policies governing the ownership of intellectual property and other proprietary rights created using Grantee Institution resources. Unless the ABTA reasonably objects to such policy or no such policy exists, the Grantee Institution’s policy shall apply to intellectual property arising from the Research Project. If the policy of the Grantee Institution is not reasonably acceptable to the ABTA or the Grantee Institution has no such policy, then the ABTA and the Grantee Institution shall mutually agree on ownership and commercialization terms governing “Research Inventions” as defined below in a Revenue Sharing Agreement prior to commercialization of the products, methods, or devices resulting from the invention.

Research Inventions: “Research Inventions” means potentially patentable Intellectual Property discovered or first reduced to practice in the performance of research supported in whole or in part by ABTA.

- All Research Inventions discovered or first reduced to practice in the performance of research supported in whole or in part by the ABTA shall be promptly reported in writing to the ABTA by receipt of an Invention Disclosure provided to the Grantee Institution. This reporting obligation extends for a period of 5 (five) years after the termination of funding by ABTA. The ABTA also shall be promptly notified in writing

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of a patent application being prepared that claims the invention, a patent subsequently being issued, and/or of a license, lease, sale or Revenue Sharing Agreement concerning the Research Invention. The Grantee Institution shall also provide a copy of related documents upon ABTA's request.

- Inventorship of inventions disclosed in international and national patent applications is determined by patent laws of the countries in which the patent applications are filed. In the United States, patent applications are filed in the name of the inventors, who may assign their rights to entities based on contractual agreements, e.g. employment contracts, funding entities. Assignees then own part or all of IP right to the invention. In non-US countries, patent applications are generally filed in the name of the assignee(s) if there are any.

- Owners of IP patent rights may license to other parties to grant them rights to make, use or sell the invention, and/or to share in commercial revenues, usually through negotiating licensing agreements. When the assignees or other titleholders (e.g., Grantee Institution), license an invention to another party for commercialization, the license shall include provisions obligating the licensee to commercialize the invention in a diligent manner, including appropriate diligence requirements and milestones. The Licensor shall monitor performance of the Licensee.

- Subject to applicable law and any separately executed written agreement, title to Research Inventions shall reside with the Grantee Institution. If the Grantee Institution has no applicable intellectual-property policy, or ABTA reasonably objects to that policy, ABTA and the Grantee Institution (and the PI and Mentor as may be applicable) shall agree in writing on ownership and commercialization terms before commercialization. Any transfer of ownership to ABTA shall require an appropriate written assignment executed by the applicable rights holder.

- If any Research Invention is made with the joint support of the ABTA and any agency or department of the United States Government, the requirements of the Bayh-Dole Act and that agency's or department's patent policy shall control, and this Intellectual Property Policy applies only to the extent it does not conflict with them.

(c) The ABTA shall be entitled to share in the Net Revenue derived from the Research Inventions. A Revenue Sharing Agreement shall be negotiated prior to commercialization of the products, methods, or devices resulting from the invention. ABTA's participation percentage shall be ten percent (10%) of Net Revenue, subject to the threshold and calculation provisions below. The Grantee Institution shall provide to ABTA, upon request, financial information adequate to establish and document the amount of net Revenue.

"Net Revenue" means gross revenue received from a Research Invention, less actual patent fees and expenses incurred in connection with that Research Invention that were not funded by ABTA. The revenue-sharing threshold is twenty percent (20%) of the Grant Amount actually disbursed by ABTA for the Research Project. The threshold shall be measured cumulatively for each Research Invention. Once cumulative Net Revenue exceeds that threshold, ABTA's applicable percentage shall be applied to all cumulative Net Revenue, including amounts received before the threshold was exceeded.

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Revenue Sharing:

- Upon commercialization, if any, of a Research Invention, the Grantee Institution shall grant ABTA a non-exclusive, royalty-free license to use that Research Invention solely for noncommercial purposes, on terms and conditions to be mutually agreed upon in writing by ABTA and the Grantee Institution at that time.
- At the time net revenue earned exceeds 20% of the funding provided by the ABTA, the ABTA's participation percentage shall be ten percent (10%).

7. Compliance with Laws: The Grantee Institution 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 Institution 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 the ABTA, its officers, directors, employees, agents, and each of them, may incur by reason of any Grantee Institution, Mentor and/or PI's (i) breach of this Agreement; (ii) negligence, gross negligence or willful misconduct; and/or (iii) any claim arising out of or in connection with the Research Project including, but not limited to, any alleged infringement of another's intellectual property rights, any alleged failure to comply with applicable laws, regulations and other government directives.

(c) To the extent permitted under the international, federal, state, and local laws which govern ABTA, ABTA shall indemnify and hold the Grantee Institution harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that the Grantee Institution, its officers, directors, employees, agents, and each of them, may incur by reason of ABTA's negligence, gross negligence or willful misconduct arising out of or related to this Agreement. To the extent a loss is caused by conduct of both ABTA and the Grantee Institution or persons for whose conduct it is responsible under this Section, each party's indemnification obligation shall apply only to the portion attributable to that conduct. The indemnities in this Section apply to [third-party claims only / third-party claims and direct claims between the parties]. A party seeking indemnification shall promptly notify the other party in writing of the claim. A delay in notice shall relieve the indemnifying party of its obligations only to the extent materially prejudiced by the delay. The parties shall reasonably cooperate in responding to the claim. Neither party may settle a claim in a manner that imposes an admission, payment obligation, or nonmonetary obligation on the other party without that party's prior written consent.

(d) 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 Grantee Institution 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

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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.

(e) Grantee Institution shall be required to maintain adequate liability insurance or self-insured trust 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 and, upon the ABTA's request, shall provide the ABTA with certificates evidencing such insurance coverage at any time during the Grant Term or this Agreement.

9. Record Keeping Requirements and Audit: The Grantee Institution agrees to maintain accurate and complete records for this Grant and any inventions related thereto, for a period of five (5) years following the earlier of the termination or expiration of this Agreement and agrees 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 Grantee Institution 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 Grantee Institution.

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: The Grantee Institution may not 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.

15. Survival: The terms of Sections 2, 3, 4, 6, 7, 8, 9, 12, 15, 17, 18, and 19 of this Agreement and the provisions of Policies and Procedures for ABTA Research Grants and Fellowships shall survive the termination of this Agreement. The Grantee Institution hereby acknowledges and agrees 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: If the Grantee Institution will receive trade secrets or other confidential information of ABTA, Grantee Institution and the ABTA will enter into a mutually acceptable non-disclosure agreement protecting such confidential information.

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19. <u>Force Majeure:</u> Neither party shall be responsible for delays or errors in performance under this Agreement, occurring by reasons or circumstances beyond its control, including, without limitation, acts of civil or military authority, national emergencies, diseases or pandemic, fire, flood or catastrophe, acts of God, insurrection, war, riots or failure of transportation, communication or power supply (each a "Force Majeure Event"). Such party's performance under this Agreement shall be suspended during the pendency of the Force Majeure Event and shall resume thereafter unless otherwise agreed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

SAMPLE

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

THE AMERICAN BRAIN TUMOR ASSOCIATION

Signing Official Signature:_____

Signing Official Printed Name:_____

Signing Official Title:_____

Date:_____

GRANTEE INSTITUTION: _____

Signing Official Signature: _____

Signing Official Printed Name: _____

Signing Official Title: _____

Date: _____

Each undersigned acknowledges that they have read this Agreement and the Policies and understand the requirements applicable to their participation in the Research Project. These signatures constitute acknowledgments only and do not make the PI or Mentor a party to this Agreement.

PRINCIPAL INVESTIGATOR

Principal Investigator Signature:_____

Principal Investigator Printed Name:_____

Principal Investigator Title:_____

Date:_____

MENTOR

Mentor Signature:_____

Mentor Printed Name:_____

Mentor Title:_____

Date:_____

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APPENDIX C: AMERICAN BRAIN TUMOR ASSOCIATION Open Science Policy

1. Purpose: The American Brain Tumor Association is committed to promoting innovation and reliability in scientific research, increasing the impact of our donor-supported research, and increasing access to research outputs. The Open Science Policy addresses these commitments by encouraging grantees to share their data generated by their ABTA grant and keeping it openly accessible. Sharing data increases transparency and reproducibility of scientific findings, accelerates discovery, and increases the impact of our funding.
The ABTA is also committed to the career advancement of our grantees and alumni and has considered the investment of the time and effort of our grantees in generating data. In recognition of their efforts, the timeframes for sharing data outlined in our policy respect the right of the researchers to use the data for their own research before it is shared.

Applicants and Grantees may refer to the Open Science FAQs on the ABTA website for more information.

2. Requirements of Applicants and Grantees:

(a) All applicants to ABTA Research Collaboration Grants, Discovery Grants, Basic Research Fellowships, and Special Projects are required to submit a Data Management and Sharing Plan as part of the Full Application.

(b) Lead mentors on ABTA Jack & Fay Netchin Medical Student Summer Fellowships are required to include in their letter of support, submitted with the Full Application, a description of the data management and sharing practices within their laboratory and comment on how the data generated in the project will be shared.

(c) 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. At the grantee's request, the ABTA will facilitate depositing the article into PubMed Central by providing an invitation and instructions for using HRA Open. It is the grantees responsibility to ensure that articles are publicly accessible without charge. Grantees are encouraged to publish in open access journals or hybrid journals with free, immediate readership rights or to publish in a subscription journal that allows researchers to self-archive the Accepted Author Manuscript in PubMed Central at time of publication, as allowed by the agreement with the publisher.

(d) Grantees generating omics data (including, but not limited to, genomic, transcriptomic, proteomic, epigenetic, etc.), nanomaterials, or imaging (MR, PET, etc.) data are required to deposit all data needed for independent verification of published results into an ABTA approved repository within twelve (12) months of the end of the grant term. All data should be shared in accordance with the Grantee's approved Data Management and Sharing Plan. Grantees are encouraged to deposit all data, not just the data included in publications, into an approved data repository. The list of ABTA-approved repositories can be found on the ABTA website in the Resources for Applicants and Grantees https://www.abta.org/research/for-researchers/. Applicants and Grantees may recommend other repositories for approval by contacting grants@abta.org.

3. Changes to the Data Management and Sharing Plan: Grantees may make changes to their Data Management and Sharing Plan at any time during the Grant Term by submitting a Change of Data Management and Sharing Plan Request Form in ProposalCentral. Changes to the Data Management and Sharing Plan must be approved by the ABTA. If the requested change to the plan will require a change in budget, grantees will also be required to submit a Budget Change Request Form in ProposalCentral.

4. Reporting: Grantees will be asked to report on the progress made on their Data Management and Sharing Plan in their annual and/or final progress reports. Reports should include digital object identifiers (DOIs) for all preprints, publications, and shared data. For reporting on outputs that fall after the end of the Grant Term, grantees are encouraged to send to the ABTA the digital object identifiers as soon as they are available. The ABTA may request updates on the required research outputs for up to five years after the end of the Grant Term.

APPENDIX D: AMERICAN BRAIN TUMOR ASSOCIATION Policy on the Use of Artificial Intelligence for Grant Applications and Peer Review

1. Purpose: The American Brain Tumor Association (ABTA) is committed to maintaining confidentiality of the information contained within grant applications that are submitted to the ABTA for funding. This policy addresses the requirements for Applicants, Grantees, Reviewers, Chairpersons, and Staff in keeping application information confidential and the use of natural language processors, large language models, or other generative Artificial Intelligence (AI) technologies when developing, viewing, or reviewing grant applications. Given that AI technologies are changing rapidly, this policy may evolve over time. Updates will be published on the ABTA website and will include a "Last Updated" date at the top.

2. Applicants: Grant Applicants are not prohibited from using AI technologies in the development of their proposals; however, Applicants are fully responsible for the accuracy of the content of their applications. Applicants are cautioned against using AI tools for developing their grant applications due to the frequency of mistakes, fabricated information, and the use of copyrighted information by the available tools and to prevent the capture and use of confidential information by these tools from the information entered by the Applicant. Applicants should carefully review any content generated by AI technology and edit for accuracy. Any publishable content (i.e. lay summary) MUST be authored by, or developed using information authored by, the Applicant or others working on the project.

3. Grantees: Grantees are not prohibited from using AI technologies for initial analyses and for the development of reports submitted to the ABTA. Grantees are fully responsible for the accuracy of the content of their reports. Grantees are cautioned against using AI tools for analyses and developing reports due to the frequency of mistakes, fabricated information, and the use of copyrighted information by the available tools and to prevent the capture and use of confidential information by these tools from the information entered by the Grantee. Grantees certify that all information in the reports is accurate at the time of submission and any publishable information included within (i.e. lay summary) is authored by, or developed using information authored by, the Grantees or others working on the project.

4. Chairpersons and Reviewers: Because AI tools have no guarantee of where data are being sent, saved, viewed, or used in the future, using AI technologies for review of grant applications violates the ABTA's Confidentiality Policy. Therefore, Review Committee Chairpersons and Reviewers, including Scientific Reviewers and Patient Advocate Reviewers, are not permitted to use AI technologies for analyzing and formulating peer review critiques for grant applications, including for the purpose of summarizing the application or for interpreting the information in the application.

5. Staff: ABTA Staff are not permitted to use AI technologies with confidential information, including summarizing an application or interpreting the information in an application for any purpose, due to the potential to violate the ABTA's Confidentiality Policy for Employees.