



## **Research Grant Policies and Procedures**

The mission of the Caring for Carcinoid Foundation is to discover a cure for carcinoid.

The Caring for Carcinoid Foundation is the leading non-profit funder of carcinoid research. We believe in making rapid advances in the battle against carcinoid. Therefore, our approach is to award research grants to scientists whose work will unlock the genetic causes of carcinoid and lead to new, genetically targeted therapies. Specifically, we fund research that:

- Builds on novel ideas
- Applies cutting-edge technology
- Leverages insights from related cancers, such as pancreatic endocrine cancer
- Fosters collaboration between scientists and institutions
- Demonstrates the potential to expand in scope and attract additional support, particularly from the NIH

These Research Grant Policies and Procedures (“Policies”) are provided to assist applicants in understanding the terms and conditions that will apply to each research grant that is awarded.

By accepting a research grant from the Caring for Carcinoid Foundation, the Principal Investigator and Sponsoring Institution will be bound by the final Grant Agreement, which will include terms identical or substantially similar to these Policies.

### **SECTION I. AWARDED FUNDS**

#### **1. Use of Awarded Funds**

- 1.1. Awarded funds may only be used for personnel salaries, supplies, equipment, and/or services, and/or attendance at the Caring for Carcinoid Foundation’s Research Symposium as described in Section II herein.
- 1.2. Use of awarded funds for institutional overhead costs is strictly prohibited.
- 1.3. Use of awarded funds for indirect costs is strictly prohibited.
- 1.4. Use of awarded funds for project costs that are funded by other sources is strictly prohibited.
- 1.5. Awarded funds may only be used as set forth in the budget submitted in the Application. No reallocation of funds is permitted without prior written approval from the Caring for Carcinoid Foundation.

#### **2. Accounting of Funds**

- 2.1. The Financial Officer of the Sponsoring Institution must maintain a separate account for each research grant awarded by the Caring for Carcinoid Foundation. This separate account must be available for regular audit by the Caring for Carcinoid Foundation.
- 2.2. The Sponsoring Institution must submit an expenditure report to the Caring for Carcinoid Foundation within sixty days after the end of each funding year.

- 2.3. The Sponsoring Institution must return any unexpended balance to the Caring for Carcinoid Foundation within sixty days after expiration of the Grant Agreement.

### **3. Payment of Funds**

- 3.1. The Caring for Carcinoid Foundation will pay the awarded funds only after the Sponsoring Institution has signed and dated the Grant Agreement and sent a copy to the Caring for Carcinoid Foundation.
- 3.2. The Caring for Carcinoid Foundation will make the awarded funds payable only to the Sponsoring Institution at dates/times and in a manner to be agreed upon with the Sponsoring Institution.
- 3.3. The Sponsoring Institution is responsible for disbursing all of the awarded funds to the Principal Investigator in accordance with the budget set forth in the Application.
- 3.4. Neither payment of the awarded funds nor the relationship created by a final Grant Agreement between the Caring for Carcinoid Foundation and the Sponsoring Institution will create or constitute an employer-employee relationship between the Caring for Carcinoid Foundation and the Principal Investigator.

## **SECTION II. OBLIGATIONS AND PUBLICATIONS**

### **1. Research Symposium**

- 1.1. The Principal Investigator must attend the Caring for Carcinoid Foundation's Research Symposium and present a research update.
- 1.2. Transportation costs, hotel costs, food costs, and other costs related to attending the Research Symposium may be expensed from the research grant budget.

### **2. Annual Reports**

- 2.1. Annual Reports must be submitted to the Caring for Carcinoid Foundation within thirty days after the end of each funding year.
- 2.2. Annual Reports must be written in lay language for public review.
- 2.3. Annual Reports must include the following:
  - 2.3.1. Description of research accomplishments
  - 2.3.2. Progress against performance metrics set forth in the Application
  - 2.3.3. Research priorities for the following year
  - 2.3.4. Key actions for the following year
  - 2.3.5. Citations of all publications arising from the research

### **3. Publications, Disclosures, and Acknowledgements**

- 3.1. Any proposed publication or any other form of disclosure of any results of the sponsored research will be provided to the Caring for Carcinoid Foundation prior to publication or other form of disclosure. The Caring for Carcinoid Foundation will have at least thirty days to review any such proposed publication or other disclosure.
- 3.2. If the Caring for Carcinoid Foundation objects to the proposed publication or any other form of disclosure because it contains subject matter that is confidential or a trade secret, or needs protection by patent or other appropriate legal protection (whether identified by the Principal Investigator or as determined by the Caring for Carcinoid Foundation), the proposed publication or other disclosure will be

- delayed until the confidential or trade secret material is removed, or the application for patent or other appropriate legal protection has been filed.
- 3.3. All publications or other disclosures of any results from the sponsored research must, subject to the Caring for Carcinoid Foundation's written approval, prominently display the following acknowledgement: "Supported by a research grant from the Caring for Carcinoid Foundation." Under no circumstances shall this acknowledgement be construed to mean that the Caring for Carcinoid Foundation endorses any of the information published or otherwise disclosed.
  - 3.4. A reprint of any publication or disclosure will also be provided to the Caring for Carcinoid Foundation.
  - 3.5. If the Principal Investigator does not publish or otherwise disclose the results from the sponsored research within twelve months of the expiration or termination of the Grant Agreement, the Caring for Carcinoid Foundation will have the non-exclusive, royalty-free right to publish the results.
  - 3.6. If the Caring for Carcinoid Foundation elects to publish the results, the Principal Investigator has thirty days to review the proposed publication for scientific accuracy.
  - 3.7. Any publication by the Caring for Carcinoid Foundation will include an appropriate attribution to the Principal Investigator.

### **SECTION III. INTELLECTUAL PROPERTY**

#### **1. Inventions and Patents**

- 1.1. If the Sponsoring Institution has an established patent, intellectual property, or technology transfer policy and procedure for administering inventions, the Principal Investigator must promptly disclose all discoveries, developments, inventions, and other intellectual property ("Invention(s)") to the appropriate individual or department of the Sponsoring Institution.
- 1.2. The Principal Investigator must provide written notice to the Caring for Carcinoid Foundation within one month after disclosure of any Invention to the Sponsoring Institution.
- 1.3. The Sponsoring Institution must provide the Caring for Carcinoid Foundation an opportunity to review and comment on any patent application prior to filing, and must consider in good faith any comments or objections the Caring for Carcinoid Foundation may have concerning such applications.
- 1.4. If the Sponsoring Institution elects not to file an application for patent or other appropriate legal protection for any Invention or elects to abandon any application, the Sponsoring Institution must provide written notice to the Caring for Carcinoid Foundation. The Caring for Carcinoid Foundation will then have the right (but not the obligation) to take title to the Invention, and to seek or maintain patent or other appropriate legal protection. In such an event, the Sponsoring Institution and the Principal Investigator will cooperate fully with the Caring for Carcinoid Foundation in exercising and evidencing its rights under this section, including but not limited to executing any other documentation that may be deemed necessary by the Caring for Carcinoid Foundation.

- 1.5. The Caring for Carcinoid Foundation has the right to approve any provision of any license or other revenue-generating agreement relating to the funded research and/or any Invention that relates to the Caring for Carcinoid Foundation or subjects the Caring for Carcinoid Foundation to potential liabilities or responsibilities.
- 1.6. The Caring for Carcinoid Foundation has the right to receive income derived from any Invention on at least a pro-rata basis.
- 1.7. The Caring for Carcinoid Foundation will be granted an irrevocable, perpetual, non-exclusive, royalty-free license (with the right to sub-license) to practice any invention for non-commercial research purposes.
- 1.8. If an Invention is made with the joint support of the Caring for Carcinoid Foundation and an agency or department of the United States government and the Sponsoring Institution decides not to elect title to an Invention that is subject to United States government rights, the Sponsoring Institution must provide written notice to the Caring for Carcinoid Foundation.
- 1.9. If the Sponsoring Institution has no established and applicable patent, intellectual property, or technology transfer policy and procedure for administering Inventions, the Principal Investigator must promptly disclose all Inventions to the Caring for Carcinoid Foundation. In such case, the Caring for Carcinoid Foundation has the sole right to determine the disposition of the Invention rights, and Paragraphs 1.2 through 1.8 in this Section do not apply.
- 1.10. If the Principal Investigator or Sponsoring Institution breaches any term or terms in the Grant Agreement, the Caring for Carcinoid Foundation has the right (but not the obligation) to take title and/or commercialize any Invention, or to sublicense or transfer such right.

## **2. Copyrights**

- 2.1. Ownership of any copyrights or copyrightable material produced or composed in the performance of the sponsored research will remain with the Principal Investigator or the Sponsoring Institution, provided however, that the Principal Investigator and/or the Sponsoring Institution will grant to the Caring for Carcinoid Foundation an irrevocable, royalty-free, nontransferable, non-exclusive right to reproduce, display, and use all such copyrightable material. The Principal Investigator and the Sponsoring Institution will not assign or license its or their rights under such copyrights or copyrightable material without the prior written approval of the Caring for Carcinoid Foundation.

## **3. Publicity**

- 3.1. The Principal Investigator and the Sponsoring Institution may not use the name or logo of the Caring for Carcinoid Foundation without prior written approval.
- 3.2. The Caring for Carcinoid Foundation will have the right to identify the Principal Investigator and the Sponsoring Institution as research grant recipients of the Caring for Carcinoid Foundation.

## **SECTION IV. LIABILITY**

### **1. Conduct**

- 1.1. The Caring for Carcinoid Foundation assumes no responsibility for the conduct of the Principal Investigator, personnel, and collaborators.
- 1.2. The Sponsoring Institution accepts full responsibility for conduct of the Principal Investigator, personnel, and collaborators.

### **2. Indemnification**

- 2.1. The Sponsoring Institution must, to the full extent legally permissible, hold harmless, defend, and indemnify the Caring for Carcinoid Foundation and its officers, directors, and scientific advisors with respect to any activities carried out by the Principal Investigator and/or Sponsoring Institution in connection with a research grant, and any person acting under the supervision, direction, or control of the Principal Investigator and/or Sponsoring Institution.
- 2.2. The Sponsoring Institution must, concurrently with the submission of the Application, notify the Caring for Carcinoid Foundation of any legal limitations on the Sponsoring Institution's indemnification of the Caring for Carcinoid Foundation.

### **3. Insurance**

- 3.1. The Caring for Carcinoid Foundation may require in the Grant Agreement that the Sponsoring Institution maintain appropriate insurance, including a comprehensive general liability policy and patent infringement insurance, and may require that the Caring for Carcinoid Foundation be a named as an additional insured on all such insurance policies.

## **SECTION V. COMPLIANCE**

### **1. Rules, Regulations, and Policies**

- 1.1. All research involving human or animal subjects, derivatives of such subjects, or biohazards must comply with all the rules, regulations and policies established by the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, the National Institutes of Health, other relevant U.S. government agencies, and the Sponsoring Institution's Institutional Review Board.

### **2. Relocation, Deviation, and Interruption**

- 2.1. If the Principal Investigator desires to relocate, the Principal Investigator must provide advance written notice to the Caring for Carcinoid Foundation. This written notice must specify the reason for the relocation. Continuation of funding is subject to approval by the Caring for Carcinoid Foundation. The Caring for Carcinoid Foundation has sixty days to review the proposed relocation. If the Caring for Carcinoid Foundation does not approve the relocation and the Principal Investigator elects to proceed with the relocation, the Grant Agreement may be terminated by the Caring for Carcinoid Foundation for breach.
- 2.2. If the Principal Investigator desires to deviate from the approach set forth in the Application, the Principal Investigator must provide advance written notice to the Caring for Carcinoid Foundation. This written notice must specify how the research will deviate. Continuation of funding is subject to approval by the

Caring for Carcinoid Foundation. The Caring for Carcinoid Foundation has sixty days to review the proposed deviation. If the Caring for Carcinoid Foundation does not approve the deviation and the Principal Investigator elects to proceed with the deviation, the Grant Agreement may be terminated by the Caring for Carcinoid Foundation for breach.

- 2.3. If the Principal Investigator desires to interrupt the research for thirty days or longer, the Principal Investigator must provide advance written notice to the Caring for Carcinoid Foundation. This written notice must specify the reason for the interruption and date upon which the research will resume. Continuation of funding is subject to approval by the Caring for Carcinoid Foundation. The Caring for Carcinoid Foundation has sixty days to review the proposed interruption. If the Caring for Carcinoid Foundation does not approve the interruption and the Principal Investigator elects to proceed with the interruption, the Grant Agreement may be terminated by the Caring for Carcinoid Foundation for breach. If the Principal Investigator does not resume research on the agreed date without approval for an extension from the Caring for Carcinoid Foundation, the Grant Agreement may be terminated by the Caring for Carcinoid Foundation for breach.

### **3. Incompletion**

- 3.1. If the research is not completed due to incapacitating illness or death of the Principal Investigator and a replacement Principal Investigator is not found that is satisfactory to the Sponsoring Institution and the Caring for Carcinoid Foundation, the Grant Agreement may be terminated by the Caring for Carcinoid Foundation.

### **4. Breach and Termination**

- 4.1. If the Principal Investigator or Sponsoring Institution breaches any term or terms of the Grant Agreement, the Caring for Carcinoid Foundation has the right to terminate the Grant Agreement.
- 4.2. Upon termination of the Grant Agreement, the Sponsoring Institution will refund to the Caring for Carcinoid Foundation any awarded funds that were not spent as set forth in the Application.