

## Ovarian Cancer Research Alliance

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### Terms and Conditions

All research grants funded by Ovarian Cancer Research Alliance (OCRA) (the “Funded Project”) are subject to the grant Terms and Conditions outlined below and the accompanying funding letter (“Funding Letter”). OCRA will not modify the terms and conditions at the request of individual institutions.

By signing the Funding Letter, the Grantee Institution and Principal Investigator acknowledge they have read, understood and agree to comply with the Terms and Conditions herein.

1. *Use of Grant Funds:* Grant Funds are to be applied as set forth in the budget (“Budget”) in ProposalCENTRAL by the Principal Investigator. Grant Funds may not be used for any purpose other than to support the Funded Project in accordance with the Statement of Work. Grantee Institution may subcontract a portion of the Grant Funds only to the institution(s) identified in the Statement of Work (each a “Subcontract”).

#### 1.1 *Direct Costs:*

- a. Salaries for all personnel listed on the Budget including fringe benefits. Fringe benefits are typically defined as medical and dental insurance, life insurance, and retirement benefits and are only payable for eligible participants in such programs. Tuition and fees are not an allowable cost on OCRA grants.
- b. Travel costs are allowable for domestic and international travel that are related to the Funded Project. Travel is limited to \$2,000 per grant year.
- c. Supplies are general purpose consumable items that are used on a regular basis and have a shorter life span in use than equipment and machines.
- d. Other costs might include items that are not consumable but are needed on a regular basis, such as animal purchases, maintenance charges, and publication costs.

- 1.2 *Indirect Costs:* OCRA allows indirect costs up to 10%, and these costs must be included within the Budget for the total grant. Subcontracts are classified as indirect costs; however, the Grantee Institution may not incur any indirect costs off the subcontract costs.

- a. *Subcontracts:* Grantee Institutions shall enter into a written subgrant agreement with each such Subcontract that flows down the provisions of these terms and conditions, and Grantee Institution shall be responsible for ensuring compliance by each Subcontract with the provisions of these terms and conditions.
  1. Direct costs are allowable but must adhere to the terms and conditions set forth by OCRA.
  2. Indirect costs are not permitted on Subcontracts.

3. Funds will be paid to the Grantee Institution. The Grantee Institution will be responsible for paying the Subcontracts.

1.3 *Liz Tilberis Early Career Award*: Funds may only be budgeted for personnel, supplies, travel, and up to 10% indirect costs. Equipment, other direct costs, and Subcontracts are not permitted on Liz Tilberis Early Career Awards.

1.4 *Ann and Sol Schreiber Mentored Investigator Award*: Funds may only be budgeted for personnel, supplies, travel, and up to 10% indirect costs. Equipment (including computers), other direct costs, and Subcontracts are not permitted on Ann and Sol Schreiber Mentored Investigator Awards.

1.5 *Reallocation of Funds*: Changes up to 10% in each line item are allowable and do not require prior approval by OCRA. Changes of more than 10% require prior written approval by OCRA.

1.6 *Annual review of Budget*: The budget must be reviewed in ProposalCENTRAL prior to the start of each grant year by the Principal Investigator. At this time, the Principal Investigator may request reallocations to the upcoming grant year's Budget. This is completed through a deliverable activity in ProposalCENTRAL

1.7 *Carry Forward*: Carry Forward requests of unexpended funds of up to 25% of each grant year Budget may be carried forward from one grant year to the next without prior approval by OCRA. Carry forward requests of 25% and higher require prior approval from OCRA; these requests need to be made in writing.

1.8 *Changes in Principal Investigator*: Requests for changes to the Principal Investigator shall be directed to OCRA for approval. The request must include: a written request to change the PI, the CV of the new PI, and confirmation the statement will remain the same. Requests for a change in the Principal Investigator may be granted or denied at OCRA's sole discretion

1.9 *Changes in Key Personnel and Effort*: Changes up to 5% for key personnel are allowable and do not require prior approval by OCRA. Changes of more than 5% require prior written approval by OCRA. If these changes result in a Budget reallocation, a Budget allocation must also be completed (see section 1.5).

1.10 *No-Cost Extensions*: The Principal Investigator may request a no-cost extension (NCE) for up to 12 months. Such requests must be requested no less than 30 days prior to the end date of the grant. To request an NCE, the Principal Investigator must complete the following and OCRA will open a deliverable in ProposalCENTRAL for these items:

a. NCE request form which includes a Narrative Report, length of the extension requested, declaration of unspent funds.

b. A financial report submitted through ProposalCENTRAL

Requests for no-cost extensions may be granted or denied at OCRA's sole discretion

1.11 *Leave of Absence*: A Principal Investigator's leave of absence (LOA), including maternity and paternity leave, must be submitted in writing to OCRA within 30 days

of the start date of the LOA. The LOA must include an appropriate justification for the leave of absence, the start and end dates of the LOA, a request to extend the current grant year & Budget period, the signature of the PI, and signature of the Grantee Institution's authorized signing official. If the LOA is approved, the grant end date and reporting dates will be altered to reflect the LOA; updated dates will be listed in ProposalCENTRAL.

1.12 *Return of Grant Funds.* Grantee Institution shall promptly return any and all unused Grant Funds to OCRA within 60 days of the grant end date. The Grantee Institution may not charge OCRA a fee to convert/return funds. OCRA shall not have an obligation to make any further payment of Grant Funds upon the occurrence of any one or more of the following events:

- a. The Grant Funds cannot be expended in accordance with the Budget;
- b. The PI and/or the Statement of Work changes and the change is not approved by OCRA;
- c. Grantee Institution loses its status as an organization tax-exempt under the United States Internal Revenue Code of 1986, as amended, or the foreign equivalent thereto, to the extent that Grantee Institution is not U.S. tax-exempt entity;
- d. Grantee Institution and/or the PI is debarred from the receipt of federal or state funding;
- e. Grantee Institution and/or the PI fails to receive and maintain any required Institutional Review Board ("IRB"), Institutional Animal Care and Use Committee ("IACUC") or other ethical approvals;
- f. The PI transfers institutions or leaves the institution and a grant transfer is not approved by OCRA (see section 2 for transfer information); or
- g. Grantee Institution or the PI commits a breach of this Agreement or an act of negligence or misconduct in connection with the Funded Project.
- h. The grant is terminated early by either the Grantee Institution or OCRA.

2. *Institutional Transfers:* Requests for the Principal Investigator to transfer the grant to another institution shall be directed to OCRA for approval by the Scientific Advisory Committee. The request shall be fully submitted to OCRA 60 days prior to the transfer and include all of the following:

- a. A letter/email from the PI requesting the transfer, identifying the new institution, stating the start date of new employment, and any adjustment to the dates of the grant. The Principal Investigator must certify that the Funded Project can be carried out at the new institution.
- b. A letter/email from the Department Chair at the new institution, confirming the Principal Investigator's new position, title and start date.
- c. A letter/email from the institution originally awarded the grant indicating agreement to relinquish the grant, return all unexpended funds to OCRA,

the new end date of the grant, and a final financial report outlining all expended and unexpended funds. OCRA will require a refund for any unexpended funds remaining at the original Grantee Institution within 60 days of the Final Financial Report due date. Funds should not be transferred directly to the new institution.

- d. A revised budget for the new institution (if applicable).
  - e. IRB and/or IACUC approval (if not required, the PI must submit a statement to that effect).
  - f. A newly signed Funding Letter with the new institution and Principal Investigator.
  - g. Updated payment information, for subsequent payments to be made to the new institution.
  - h. Updated full contact information in ProposalCENTRAL for the new institution; Principal Investigator, Mentor, Grants Administrator, Financial Officer, and Signing Official.
  - i. If there are unexpended funds from the original institution, requiring a refund to ORCA, OCRA will not be able to process the first payment to the new institution, until the refund has been received from the original institution.
3. *Payments:* Payments are made on an annual basis. Payments of Grant Funds will be made via wire transfer, in accordance with the information provided in the deliverable uploaded into ProposalCENTRAL as outlined in section 3.1. Under no circumstances will OCRA make payment to an individual, whether that person is the Principal Investigator or an individual within the Grantee Institution.

All international grants are issued in USD and all payments are processed in USD. OCRA is not liable for exchange rate fluctuation. All Financial Reports submitted to OCRA must be denominated in USD. Invoices are not required for payment.

*3.1 Required Payment Details:* For all grants, the Grantee Institution is required to provide the following information through a set deliverable in ProposalCENTRAL:

- Payee Name
- Depository (Bank) Name
- Depository (Bank) Address
- Street
- City
- State
- Zip Code
- Routing/ABA #
- Account #
- Institution/organization's EIN
- A PDF letter from the Grantee Institution's bank certifying the details are correct. This letter must be on the bank's official letterhead and signed by a bank official. If the letter is in a language other than

English, it must be accompanied by a letter (in English) from the Grantee Institution, on the Grantee Institution's official letterhead and signed by an Institutional Official, translating the certification.

3.2 *Payment Terms – Annual payments:*

- a. First Year: One payment in the amount of the approved Year 1 Budget made upon grant activation following successful completion and approval of all required activation materials and deliverables.
- b. Second year (where relevant): One payment in the amount of the approved yearly Budget made upon successful completion and approval of Annual Narrative Report and previous year's Financial Report and up to date IRB/IACUC approvals if applicable.
- c. Final year (also includes 1-year grants): Two payments. First payment in the amount of the approved yearly Budget less 10% of the grant total made following successful completion and approval of Annual Narrative Report and previous year's Financial Report. Final payment of 10% of the grant total or the remaining balance based on Expenditures, whichever is least, upon completion and approval of all Final Reports.
- d. Holding: Should any required documentation (Financial Reports, Narrative reports, etc.) become past due, all payments will be held until those overdue items have been submitted and approved.

4. *Monitoring & Reporting.* The Information specified in Sections 4.1-4.6 shall be disclosed to OCRA as follows:

4.1 *Activation:* Upon acceptance of the grant, the PI must complete the following at least 30 days prior to the start date indicated in the Funding Letter:

- a. The Funding Letter, duly executed by an authorized representative of Grantee Institution and the Principal Investigator;
- b. Budget review and submission for the first year by the Principal Investigator in ProposalCENTRAL;
- c. The banking information and Funding Letter uploaded (see section 3.1) into ProposalCENTRAL by the finance officer;
- d. A two to three paragraph narrative biographical statement about the Principal Investigator uploaded into ProposalCENTRAL;
- e. A photo of the Principal Investigator, suitable for publication on the OCRA website;
- f. Proof of IRB, IACUC or other required approval for the Funded Project, or statement certifying that no such approval is necessary; and
- g. Complete contact information for the Principal Investigator, Mentor (if applicable), Grants Administrator, Financial Officer, and Signing Official entered into ProposalCENTRAL by the Principal Investigator.

- 4.2 *Annual Narrative Reports*: Narrative Progress reports are required each year for the length of the grant. Each narrative report shall include, but not be limited to, the following information: progress made toward proving hypothesis, any planned changes in the experimental plan, notice or receipt of other sources of support related to the Funded Project, and a list of all articles submitted for publication and the status of those articles. The Principal Investigator must use the template provided in ProposalCENTRAL and upload the completed narrative report into ProposalCENTRAL by the designated due dates listed in ProposalCENTRAL.
- 4.3 *Annual Financial Reports*: Financial reports are required each year for the length of the grant. Each financial report shall include an accounting of the Grant Funds for that reporting period. Financial reports must be completed in ProposalCENTRAL by the financial officer listed in the contacts. All due dates are listed in ProposalCENTRAL. Any line item that includes a variance of more than 10% must be explained in the note section in ProposalCENTRAL. All financial reports shall be digitally signed by an authorized official of Grantee Institution in ProposalCENTRAL to change the financial officer contact please email [grants@ocrahope.org](mailto:grants@ocrahope.org). See section 1.7 for carry forward information.
- 4.4 *Annual review of upcoming Budget*: see section 1.6
- 4.5 *Publications*: Copies of all proposed news releases, articles, pictures, or any other published material that is developed by or on behalf of Principal Investigator in connection with the Funded Project. These copies must be furnished prior to publication or, if that is not feasible in any given circumstances, as soon thereafter as possible.
- 4.6 *Surveys*: Any and all surveys submitted by OCRA to Grantee Institution or Principal Investigator for completion regarding this grant.
5. Intellectual Property Policy
- 5.1 For purposes of this policy, “Intellectual Property” is defined as any invention, data, material, method, product, process, program, discovery, improvement, copyrightable work (excluding scientific publications) or other work product resulting from the performance of the Funded Project.
- 5.2 Unless otherwise agreed, title to Intellectual Property will reside with Grantee Institution pursuant to Grantee Institution’s intellectual property policies.
- 5.3 Grantee Institution will, at its own expense, use diligent efforts to obtain patent and/or copyright protection, as applicable, for the Intellectual Property and to grant licenses under such Intellectual Property in a thorough and diligent manner.
- 5.4 Grantee Institution will inform OCRA in writing promptly upon the filing of any patent application constituting Intellectual Property and the execution of any license agreement under which rights to practice such Intellectual Property commercially are granted to a third party. In addition, Grantee Institution will provide OCRA, on an annual basis, a written report describing the status of all patent rights constituting Intellectual Property, information regarding any licenses to commercialize the discoveries disclosed or claimed in the Intellectual Property, including consideration received under such licenses, and status efforts by any licensees to commercialize the discoveries.

- 5.5 OCRA will be entitled to receive a portion of all consideration, in any form, received by the Grantee Institution that arise out of the licensing or other transfer or other exploration of Intellectual Property in excess of the amount (i) payable to individual inventors (but not distributions to institutional departments or laboratories) in accordance with Grantee Institution's written policies; and (ii) necessary to reimburse Grantee Institution for its out-of-pocket costs incurred by the Grantee Institution for the preparation, filing, and prosecution of patent rights included in the Intellectual Property that have not been reimbursed by a third party (such consideration reduced by the amounts in (i) and (ii) hereinafter referred to as "Net Consideration"). The portion of such Net Consideration to which OCRA will be entitled shall be equal to the quotient (the "Quotient") obtained by dividing (a) the amount of the grant made by OCRA for the research that resulted in the Intellectual Property by (b) all direct costs provided by funding sources, including OCRA, for the research that resulted in the Intellectual Property, but in no event will OCRA's portion exceed 50%. For clarity, costs associated with the recruiting of scientific staff, laboratory start-up costs and other infrastructure costs may not be included in the foregoing calculation.
- 5.6 OCRA and Grantee Institution will negotiate in good faith the amount of the Quotient promptly following the filing of any patent application constituting Intellectual Property, and before any rights are granted to a third party to commercialize the discoveries disclosed or claimed in the Intellectual Property. In connection with such negotiation, Grantee Institution shall promptly disclose to OCRA the amounts in subparagraphs (c)(i) and (ii) above.
- 5.7 All information of a confidential nature disclosed to OCRA pursuant to this policy will be maintained in confidence by OCRA and will not be disclosed to any third party without the prior written consent of the Grantee Institution.
6. *Compliance:* Grantee Institution and Principal Investigator shall carry out its activities under this Agreement in compliance with all Applicable Laws, and in accordance with the terms and conditions of this Agreement. "Applicable Laws" means all applicable laws, rules, regulations, guidelines or other requirements of any applicable federal, regional, state, or local regulatory agency, department, bureau, commission, council or other government entity regulating or otherwise exercising authority with respect to Grantee Institution and Principal Investigator and/or activities in connection with the Funded Project, including those applicable to protecting the rights, integrity and confidentiality of human trial subjects (including, to the extent applicable, approval of any human trials by an appropriately constituted IRB), those applicable to the treatment of animals in research (including, to the extent applicable, approval of any animal studies by an appropriately constituted IACUC), those applicable to the operation of research facilities, and those relating to non-discrimination, sexual harassment, and equal employment opportunity. By accepting this grant, Grantee Institution and Principal Investigator accept responsibility for such compliance. It is the responsibility of the Principal Investigator to provide to OCRA appropriate renewals of IRB, IACUC and other required approvals, and to ensure compliance at all times during the grant period.
7. *Observations and Communications:* OCRA, through any of its program officers or other representatives, shall have the right, with advance notice to the Grantee Institution and Principal Investigator, during normal business hours, at reasonable intervals, and without interfering with the Principal Investigator's operations (i) to observe the conduct of research in the Principal Investigator's laboratory and to inspect the laboratory facilities, and (ii) to interview the Principal Investigator and request updates and reports (whether orally or in writing) regarding the research being conducted using the Grant Funds.

8. *Public Releases by Grantee Institution:* Subject to Section 4.5, Grantee Institution may release information regarding this grant to the public and news media. All publicity related to this grant shall be submitted to OCRA for its approval at least three (3) business days prior to its release. Grantee Institution shall not have any right to use OCRA's name (in full or the acronym) or logo for any purpose not expressly authorized in this Agreement unless OCRA has approved such use in advance, in writing.
9. *Attribution:* Grantee Institution shall properly credit OCRA as a funding source on all written and oral publications, presentations and other releases to the public or news media that relate to or stem from the Funded Project or this grant. Acknowledgements must follow these guidelines:
  - a. Ovarian Cancer Research Alliance written out in full
  - b. Grant name and number in square brackets
  - c. Multiple grants numbers separated by comma and space
  - d. Agencies separated by semi-colon

*Example 1*

'This work was supported by the Ovarian Cancer Research Alliance [grant name and number].'

*Example 2*

If more than one funder or grant was involved, then the suggested text is:

'This work was supported by Ovarian Cancer Research Alliance [grant name and number]; another funder [grant number]; etc.'

10. *No Further Obligations:* Grantee Institution acknowledges that OCRA is not obligated to provide any amounts in excess of the amount of the grant specified in the Funding Letter or to provide additional support after the period of the grant.
11. *Books and Records:* Grant Funds need not be maintained by Grantee Institution in a separate bank account, but such funds must be shown separately on Grantee Institution's books for ease of reference and verification. During the term of this grant and for at least four (4) years following expenditure of all Grant Funds, Grantee Institution shall maintain accurate and complete books and records of receipts and expenditures made using Grant Funds, and Grantee Institution shall provide OCRA with full access to audit, review and copy such books and records at reasonable, mutually agreed times. Any such audit shall be at OCRA's sole expense.
12. *OCRA Donor Programs:* Principal Investigator acknowledges that OCRA offers certain specialized donor programs, such as the Partners in Science Program, which may result in Principal Investigator being selected to participate, in which case s/he may be required to take on a limited number of additional responsibilities, such as writing a letter acknowledging the individual donor, attending an event, etc.
13. *Cooperation:* The Grantee Institution shall cooperate with OCRA in supplying additional information or in complying with any procedures that might be required by any governmental agency in order for OCRA to establish that it observed all requirements of the law with respect to this grant.



14. *Authority:* Each officer and individual executing this Agreement certifies that s/he has the capacity and has been duly authorized to execute this Agreement on behalf of the entity for which s/he signs, and that no additional authorization or approval is required.
15. *Acceptance of Agreement:* This grant by OCRA is expressly conditional upon the Grantee Institution and Principal Investigator's acceptance of the terms and conditions of this Agreement and the Funding Letter. The signature on the Funding Letter by an authorized representative of Grantee Institution and Principal Investigator represents the Grantee Institution's acceptance of this grant and agreement to comply with all the terms and conditions of this Agreement and the funding letter. Funding for subsequent years of this Funded Project is contingent on the Principal Investigator's progress and Grantee Institution and Principal Investigator's compliance with all the terms and conditions of this Agreement and the Funding letter. OCRA reserves the right, in its sole judgment and discretion, to discontinue, modify or withhold any payments due under this Agreement, or to require repayment of any unexpended Grant Funds (a) if Grantee Institution is not in compliance with any term or condition of this Agreement, or (b) to comply, in OCRA's judgment and sole discretion, with any requirement of the law.
16. *Termination:*
- 16.1 *Termination Rights of Each Party:* Each party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Any outstanding reports will be altered to reflect the new end date.
- 16.2 *Additional Termination Rights of OCRA:* In addition to the termination rights set forth in Section 16.1, OCRA, in its sole discretion, shall have the right to terminate this Agreement immediately upon written notice to Grantee Institution and the Principal Investigator upon the occurrence of any of the following:
- a. Grantee Institution, the Principal Investigator, or any other researcher working on the Funded Project engages in fraud, scientific misconduct or any other behavior that is reasonably likely to cast doubt upon the results of any research or the integrity of any data;
  - b. Grantee Institution, the Principal Investigator or any other researcher working on the Funded Project comes under investigation by the FDA or any other regulatory authority for a debarment action or disqualification, or is debarred or disqualified or;
  - c. The Principal Investigator or any other researcher working on the Funded Project is placed on administrative leave pending investigation of any report or allegation of sexual or any other type of harassment, or otherwise engages in behavior that in the reasonable and good faith opinion of OCRA could adversely affect the reputation, image, mission, or integrity of OCRA. Grantee Institution shall notify OCRA in the event the PI or any other researcher working on the Funded Project is placed on administrative leave for any of the foregoing reasons.
- 16.3 *Effect of Termination:* Upon expiration or termination of this Agreement for any reason, OCRA shall have no further funding obligations hereunder; provided however that if this Agreement is terminated by OCRA without cause (i.e., for a reason other than the Grantee Institution's breach or any of the reasons specified in Section 16.2), then Grantee Institution is entitled to payment for all costs and non-cancelable commitments incurred as of the effective date of the termination, subject in all cases

to the Budget, and provided further that OCRA in no event shall have any obligation beyond the amount payable in the year this Agreement is terminated. Non-cancelable commitments include stipends to a graduate student within a given year but otherwise include only commitments to third parties. Grantee Institution shall use reasonable efforts to mitigate any non-cancelable committed expenses. If unexpended Grant Funds remain on hand at Grantee Institution as of the expiration or termination of this Agreement, then the Grantee Institution shall return to OCRA all such unexpended funds within thirty (30) days after the effective date of expiration or termination, as applicable.

16.4 *Surviving Provisions.* Notwithstanding the expiration or termination of this Agreement, the following provisions shall survive: 5, 8, 9, 10, 11, 16 and 17.

17. *Miscellaneous.*

17.1 *Severability:* If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

17.2 *No Implied Waivers:* Failure by either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision, nor constitute a waiver of the provision itself.

17.3 *Cumulative Rights and Remedies:* The rights and remedies provided in this Agreement and all other rights and remedies available to either party at law or in equity are, to the extent permitted by applicable law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy, nor shall the failure to assert any right or remedy constitute a waiver of that right or remedy.

17.4 *No Assignment:* Grantee Institution and Principal Investigator may not assign its rights, nor subcontract or delegate any of its obligations under this Agreement, nor (except as provided in Section 1.2a with respect to subgrantees) subgrant any portion of the Grant Funds, without the prior written approval of OCRA.

17.5 *Relationship of the Parties:* OCRA and Grantee Institution are independent contracting parties, and nothing contained in this Agreement is intended or shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other party. Each party shall be responsible for its own acts and omissions, and those of its employees and agents, in performance under this Agreement.

17.6 *Entire Agreement:* These Terms and Conditions, the Funding Letter, and additional deliverables as outlined in the Terms and Conditions, constitutes the entire agreement between the parties for the duration of the grant concerning the subject matter hereof, and supersedes all prior agreements (whether written or oral) or documents exchanged between the parties concerning such subject matter.

- 17.7 *Funding letter*: The Funding Fetter outlines the specific length and amount of this grant. If there is a conflict or inconsistency between these, the Funding Letter and this Agreement, then the Funding Letter will control solely to the extent of the conflict or inconsistency.
- 17.8 *Grant Period*: The period for the grant starts and ends on the dates as stated in the Funding Letter sent to the Principal Investigator and Grantee Institution by OCRA
- 17.9 *Funding Provider and not Sponsor*: Grantee Institution acknowledges that OCRA is solely a provider of the project funding for the research to be performed under this grant and is not a sponsor of the research. Grantee Institution agrees that it will not make any statement, written or *oral*, *alleging that OCRA is a sponsor of the research under the grant*.