

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 OCRA’s online grant management system by the Principal Investigator. Grant Funds may not be used for any purpose other than to support the Funded Project in accordance with the Research Plan. Grantee Institution may subcontract a portion of the Grant Funds only to the institution(s) identified in the Research Plan (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. Facilities operations, technology fees, and administrative expenses are some examples of indirect costs. 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.
 - i. Direct costs are allowable but must adhere to the terms and conditions set forth by OCRA;
 - ii. Indirect costs and equipment costs are not permitted on Subcontracts; and

- iii. Funds will be paid to the Grantee Institution. The Grantee Institution will be responsible for paying the Subcontracts.
- 1.3 *Early Career Investigator Grant*: Funds may only be budgeted for personnel, supplies, travel, other direct costs, and up to 10% indirect costs. Equipment and Subcontracts are not permitted on the *Early Career Investigator Grant*.
- 1.4 *Mentored Investigator Grant*: Funds may only be budgeted for personnel (PI only), supplies, travel, and up to 10% indirect costs. Equipment (including computers), other direct costs, and Subcontracts are not permitted on the *Mentored Investigator Grant*.
- 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 approval by OCRA. If more than 10% in changes is required, email grants@ocrahope.org and a budget reallocation task will be created for the PI in OCRA's online grant management system.
- 1.6 *Annual review of Budget*: The budget must be reviewed in OCRA's online grant management system 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 an assigned task in OCRA's online grant management system.
- 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 up to 25% are requested through the financial report each year. Carry forward requests of 25% and higher require prior approval from OCRA; these requests need to be made in writing.
- 1.8 *Return of Grant Funds*. Grantee Institution shall promptly return any and all unused Grant Funds in excess of \$250.00 to OCRA within 60 days of the submission of the final financial report. 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 Research Plan 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 a 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 (see section 7.5);
 - f. The PI transfers institutions or leaves the institution and a grant transfer is not approved by OCRA (see section 2 for PI 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. *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 research project will remain the same. Requests for a change in the Principal Investigator may be granted or denied at OCRA's sole discretion.
3. *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 reallocation task must also be completed (see section 1.5).
4. *Leave of Absence:* A Principal Investigator's leave of absence (LOA), including maternity and paternity leave, must be submitted in writing to OCRA at least 30 days prior to 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 the 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 OCRA's online grant management system.
5. *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. To initiate a Transfer Request, email grants@ocrahope.org. A transfer task will then be created in OCRA's online grant management system. The request shall be fully submitted 60 days prior to the transfer and include all of the following:
 - 5.1 A letter 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 as originally written in the research plan;
 - 5.2 A letter from the institution originally awarded the grant indicating agreement to relinquish the grant and return all unexpended funds to OCRA, the amount of funds expected to be transferred, 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;
 - 5.3 A letter from the Department Chair at the new institution, confirming the Principal Investigator's new position, title and start date;
 - 5.4 If there are unexpended funds from the original institution, requiring a refund to OCRA, OCRA will not be able to process the first payment to the new institution until the refund has been received from the original institution; and
 - 5.5 If the transfer is approved a new Funding Letter will be sent to the new institution and a new grant will be created. Activation of the new grant will be required (see section 7.1).
6. *Payments:* Payments are made annually. Payments of Grant Funds will be made via wire transfer, in accordance with the information provided in OCRA's online grant management system as outlined in section 6.3. Under no circumstances will OCRA make payment to an individual, whether that person is the Principal Investigator or an individual within the Grantee Institution.
 - 6.1 All international grants are issued in USD and all payments are processed in USD. OCRA is not liable for exchange rate fluctuation or wire transfer fees assessed by the institution's bank.

6.2 All Financial Reports submitted to OCRA must be denominated in USD. Invoices are not required for payment.

6.3 *Required Payment Details:* For all grants, the Grantee Institution is required to provide the following information through OCRA's online grant management system:

- Payee Name
- Depository (Bank) Name
- Depository (Bank) Address
- Street
- City
- State
- Zip Code
- Routing/ABA #
- Account #
- SWIFT ID (if applicable)
- 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.

6.4 *Payment Terms – Annual payments:*

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

7. *Monitoring & Reporting.* The Information specified in Sections 7.1 – 7.7 shall be disclosed to OCRA as follows:

7.1 *Activation:* Upon acceptance of the grant, the PI must complete the following in OCRA's online grant management system 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;

- c. The banking information entered (see section 6.3) into OCRA’s online grant management system by the signing official;
 - d. A two to three paragraph narrative biographical statement about the Principal Investigator;
 - e. A photo of the Principal Investigator, suitable for publication on the OCRA website; and
 - f. Proof of IRB, IACUC or other required approval for the Funded Project, or statement certifying that no such approval is necessary (see section 7.5).
- 7.2 *Renewal (for multi-year grants):* Each year, the PI must complete the following at least 30 days prior to the start date of the upcoming grant year in OCRA’s online grant management system:
- a. Budget review and submission for the upcoming year by the Principal Investigator;
 - b. The banking information confirmed (see section 6.3) by the signing official; and
 - c. Verify proof of IRB, IACUC or other required approval for the Funded Project, or statement certifying that no such approval is necessary (see section 7.5).
- 7.3 *Annual Narrative Reports:* Narrative Progress reports are required annually 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 OCRA’s online grant management system to complete the narrative report by the designated due dates listed in OCRA’s online grant management system.
- 7.4 *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 OCRA’s online grant management system by the financial official listed in the contacts. Any line item that includes a variance of more than 10% must be explained in the note section in OCRA’s online grant management system. Carry forward requests are submitted at this time as well; see section 1.7 for carry forward information. All due dates are listed in OCRA’s online grant management system. To change the financial official please email grants@ocrahope.org.
- 7.5 *Ethical Documentation:* It is the responsibility of the Principal Investigator to provide to OCRA appropriate approvals of IRB, IACUC and other required renewals, and to ensure compliance at all times during the grant period.
- a. New approvals and renewals of expired ethicals may be uploaded into OCRA’s online grant management system on an ongoing basis as the documents expire.
 - b. The approval and renewal letters must show the date of approval, the date of expiration and/or renewal, and the protocol number.
 - c. Any approval letters in a language other than English require a cover letter in English on the institution’s letterhead and signed by the Principal Investigator’s department head verifying the content of the approval form and its expiration date.
 - d. There cannot be any gap in ethical coverage during the lifetime of the grant.

- e. OCRA must be notified if the IRB and/or the IACUC approval for the grant is suspended or terminated.
- 7.6 *Publications*: OCRA shall be notified 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. Copies must be furnished prior to publication or, if that is not feasible in any given circumstances, as soon thereafter as possible.
- 7.7 *Surveys*: Any and all surveys requested by OCRA to Grantee Institution or Principal Investigator for completion regarding this grant.
- 8. *No-Cost Extensions*: The Principal Investigator may request a no-cost extension (NCE) for up to 12 months. NCEs may only be requested in the final months of the grant. OCRA's online grant management system will email the PI and Signing official as the grant end date nears. The PI can start the NCE request then and must submit it no less than 30 days prior to the end date of the grant. To request an NCE, the Principal Investigator must complete the following in OCRA's online grant management system:
 - 8.1 NCE request which includes a Narrative Report, length of the extension requested, declaration of unspent funds; and
 - 8.2 A financial report submitted through OCRA's online grant management system.Requests for no-cost extensions may be granted or denied at OCRA's sole discretion.
- 9. *Duplicate Funding*: OCRA does not permit budgetary and/or scientific overlap on its grants. If additional support for the OCRA Funded Project is obtained elsewhere, the Principal Investigator agrees to notify OCRA as soon as they become aware of the overlap.

10. *Intellectual Property Policy*

- 10.1 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 made or further developed during the Funded Project.
- 10.2 Title to Intellectual Property will reside with Grantee Institution pursuant to Grantee Institution's intellectual property policies.
- 10.3 Grantee Institution shall 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.
- 10.4 OCRA waives the right to all considerations, in any form, until the net consideration exceeds \$1,000,000.00 USD. OCRA shall be entitled to receive a portion of "Net Revenue" in any form received by the Grantee Institution that arises out of the licensing or other transfer or other exploration of Intellectual Property (collectively "Transfer") to a third party. Net Revenue shall mean the gross amount of consideration received by Grantee Institution from a Transfer less the following amounts: (i) payable to individual inventors, distributions to institutional departments, or laboratories in accordance with Grantee Institution's written policies; (ii) necessary to reimburse Grantee Institution for its unreimbursed out-of-pocket costs incurred by the Grantee Institution for the preparation, filing, legal, promotional and licensing expenses in connection with Transfer and (iii) expended for the prosecution and maintenance of patent rights included in the Intellectual Property that have not been reimbursed by a third party. The portion of such Net Revenue to which OCRA will be entitled shall be equal to the quotient obtained by dividing (a) the amount of the Grant Funds paid by OCRA for the

research conducted at the Grantee Institution that resulted in the Intellectual Property by (b) all direct costs provided by all funding sources, including OCRA, for the Intellectual Property, but in no event shall OCRA's portion exceed 10% of the Net Revenue nor shall it exceed three times (3x) the amount of the Grant Funds. For clarity: (y) costs associated with the recruiting of scientific staff, laboratory start-up costs and other infrastructure costs may not be included in the foregoing calculation, and (z) OCRA waives the right to any Net Revenue, in any form, that results from Mentored Investigator Grants (MIGs).

10.5 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.

11. *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 approvals of IRB, IACUC and other required renewals, and to ensure compliance at all times during the grant period (see section 7.5).
12. *Observations and Communications:* OCRA, through any of its program officers or other representatives, shall have the right, with advance written notice to the Grantee Institution and Principal Investigator, during normal administrative 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. 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. OCRA will not use or disclose such patient health and medical information in a manner that would violate any applicable law (including the HIPAA Privacy Regulations) if such use or disclosure were made by Grantee.
13. *Public Releases by OCRA.* OCRA may release information regarding this grant including Project Title, Grant Program Name, PI name(s), Grant Dates, Institution, Funding Amount, Lay & Scientific Abstracts, to the general public and news media when such a release will not prejudice acceptance of work for publication in the scientific journals of the Grantee's preference or the patentability of any inventions. Narrative reports and financial reports will not be shared publicly. In addition, OCRA may use the name, likeness, and biographical information of the PI, as well as video and audio recordings of the PI's image or voice, on its website and in other public materials and statements to identify the PI as a recipient of a grant from OCRA. OCRA shall not have any right to use the grantee's Institution name (in full or the acronym) or logo for any purpose not expressly authorized in this Agreement unless the Grantee Institution has approved such use in advance, in writing.

- 13.1 The Grantee Institution and the Principal Investigator give OCRA the right to reveal the PI names and other grant information in any OCRA web content, publications, programs, promotional, advocacy, and fundraising efforts and further to place the grant information into the Health Research Alliance's (www.healthra.org) online database of privately funded grants accessible to staff at member organizations of the Health Research Alliance only, called HRA Analyzer. The data in HRA Analyzer data will only be shared publicly in aggregate.
- 13.2 OCRA will not use the names of the Principal Investigator and Grantee Institution to endorse or oppose OCRA's products or services, without express written permission from the Principal Investigator and Grantee Institution.
14. *Public Releases by Grantee Institution:* Subject to Section 7.6 and 15, 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.
15. *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:
- Ovarian Cancer Research Alliance written out in full (no 'the' in front of our name)
 - Grant Program name and number in square brackets
 - Multiple grants numbers separated by comma and space
 - Agencies separated by semi-colon
- Example 1 – OCRA is the only funder*
- ‘This work was supported by Ovarian Cancer Research Alliance [grant name and number].’
- Example 2 - If more than one funder or grant was involved:*
- ‘This work was supported by Ovarian Cancer Research Alliance [grant name and number]; another funder [grant number]; etc.’
- Example 3 – Funded project was selected for OCRA's Partner in Science donor recognition program:*
- ‘This work was supported by Ovarian Cancer Research Alliance & Name of OCRA donor [grant name and number].’
16. *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.
17. *OCRA Donor Programs:* The Principal Investigator (PI) acknowledges that OCRA offers certain specialized donor recognition programs, such as the Partners in Science Program (PiS), which may result in the Funded Project being selected for sponsorship by a donor or group of donors. If the PI's Funded project is selected, the PI may be required to take on a limited number of additional responsibilities, such as writing a

letter acknowledging the donor, attending an event, acknowledging the PiS in publications in addition to OCRA (see sections 7.6, 14, & 15), etc.

17. Principal Investigator acknowledges that OCRA offers certain specialized donor programs, such as the Partners in Science Program (PiS), which may result in Principal Investigator being selected to participate, in which case they 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.
18. *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.
19. *Authority:* Each officer and individual executing this Agreement certifies that they have the capacity and have been duly authorized to execute this Agreement on behalf of the entity for which they sign, and that no additional authorization or approval is required.
20. *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.
21. *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.
22. *Termination:*
 - 22.1 *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.
 - 22.2 *Additional Termination Rights of OCRA:* In addition to the termination rights set forth in Section 22.1, OCRA, in its sole discretion, shall have the right to terminate this Agreement immediately upon written notice to Grantee Institution and Principal Investigator upon the occurrence of any of the following:
 - a. Grantee Institution, 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, 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. 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.

22.3 *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 22.2), 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 sixty (60) days after the effective date of expiration or termination, as applicable.

22.4 *Surviving Provisions*. Notwithstanding the expiration or termination of this Agreement, the following provisions shall survive: 10, 13, 14, 15, 16, 21, 22, and 23.

23. *Miscellaneous*.

23.1 *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.

23.2 *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.

23.3 *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.

23.4 *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.

23.5 *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.

23.6 *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.

23.7 *Funding letter:* The Funding Letter 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.

23.8 *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.

23.9 *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.