

Deborah Munroe Noonan Memorial Research Fund Bank of America, N.A., Trustee

Terms of the Award

Overview: The Deborah Munroe Noonan Memorial Research Fund award program is administered by The Medical Foundation at Health Resources in Action (“the Administrator”), for Deborah Munroe Noonan Memorial Research Fund, Bank of America, N.A., Trustee (“the Funder”). Health Resources in Action (HRiA) is a nonprofit organization in Boston that advances public health and medical research.

Award Amount and Funding Period: Awards are made according to the stated schedule. Recipients may postpone the start date for up to three (3) months without an approval, but the revised date must be noted either on the signature page of this Agreement or by an email notification to the Administrator. Longer delays must be approved by the Administrator. A delayed start date will not reduce the total award period; the end date will be adjusted to include the entire period.

Awards are made to non - profit academic, medical, non - governmental or research institutions within the United States on behalf of the Recipients. The Institution is responsible for the administrative and financial management of the Project, including any subcontracts, and maintaining adequate supporting records and receipts of expenditures.

Research Disturbances:



agrees that it will not make any statement, written or oral, alleging that the Administrator and/or Funder is a sponsor of the research under the award.

Indemnity: To the extent permitted under the applicable federal, state, and local laws and regulations which govern the Recipient and Institution, the Recipient and Institution (the "Indemnifying Party") shall indemnify and hold the Administrator and Funder, as well as their respective directors, officers, employees, and assigns (the "Indemnified Parties") harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that the Indemnified Parties may incur from any third party claim arising out of or in connection with the Award to the extent caused by the Indemnifying Party's or its directors', officers', or agents' acts or omissions, or failure to comply with the terms of this Agreement.

Research Misconduct: Institution certifies that it has established administrative policies as required by Public Health Service Policies on Research Misconduct, 42 CFR § 93, and that Institution and Recipient will comply with the policies and requirements (collectively, the "Policy") set forth therein. In the unlikely event that a Recipient is involved in an investigation of research and/or financial misconduct directly related to the Project, he or she will be subject to the procedures in place at the Institution as applicable. According to the Policy, research misconduct is defined as the, "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest error or difference of opinion."

To the extent legally permissible, the Institution must notify the Administrator of an investigation or finding of research and/or financial misconduct related to the Project and may affect the Recipient's continued eligibility for support for the Project.

Anti -Harassment: The Institution shall have in place adequate controls and systems for assuring safe research environments carried out under the supervision of the Principal Investigator so that research is conducted in an environment free of all form of discrimination, harassment, intimidation, threat, and retaliation, expressly including those based on gender, sexual orientation, race, religion, national origin, disability or age. The



Re-Budgeting: Expenditures are expected to be within reasonable range of the Project budget as accepted by the Administrator. All requests for re -budgeting or reallocation of grant funds over \$10,000 must be clearly justified in the annual financial report or conveyed in an update to the report to the Administrator a minimum of thirty (30) days prior to requested effective date of change. The request must include the current allocation of resources along with specific detail and reason for the reallocation. If the Institution makes a request for re -budgeting or reallocation outside of the annual progress reporting process, Institution must contact Program Staff to obtain the required forms.

Financial Responsibilities of Award Recipient Institution : The Institution will keep systematic records of all expenditures relating to the Project. Vouchers consisting of bills, invoices,

Post Award: Recipient shall make good faith efforts to respond to the Administrator's reasonable requests for information on his/her research progress, new position, affiliation, or contact information (especially email address) following the award period. The Recipient may be requested to provide a current Biosketch /Resume/CV or update information in an online database. The Recipient understands that this obligation survives the award period.

