

Smith Family Foundation: Odyssey Awards
A program of the Richard and Susan Smith Family Foundation

Terms of the Award

Overview :

The Smith Family Foundation is committed to effecting permanent positive change in the lives of the residents of Greater Boston, particularly individuals and families in economically disadvantaged communities. In the area of health, the Foundation supports the advancement of biomedical research and the expansion of access to high-quality health care at safety net institutions serving low-income individuals and communities of Greater Boston.

The new Smith Family Foundation Odyssey Award was created in 2017 to fuel creativity and innovation in junior investigators in the basic sciences. The Award supports the pursuit of high impact ideas to generate breakthroughs and drive new directions in biomedical research. The awards will fund high-quality research for the administrative and

financial management of the Award, including any subcontracts, and maintaining supporting records and receipts of expenditures.

The Smith Family Foundation Odyssey Award is managed by Health Resources Administrator (HRA), for the Richard and Susan Smith Family Foundation (“the Foundation”). Health Resources in Action (HRIA) is a nonprofit organization in Boston that advances biomedical research.

Award Amount and Funding Period : Awards are made according to the stated schedule.

Recid..6 (u)2lah0notification 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.

Research Disturbances: Upon award funding recommendation notification, the Recipient or recommended principal investigator ("PI") and the Institution shall confirm that the Recipient's laboratory (and any laboratories/facilities/staff included in the proposed Project) will be operational, and able to start the work described in the Project's research proposal by funding start date or within the standard three (3) month delayed start timeframe. Start dates beyond the three (3) month timeframe will be considered with assurances from the Institution.

Institutional and Recipient Assurances :

Regulatory Compliance: Institution and Recipients must adhere to all federal, state, and local regulations regarding the use of **human subjects , animals , radioactive or hazardous materials , and recombinant DNA** in this Project. It is the responsibility of the Recipient's Institution to ensure that all approvals (IRB, IACUC, other) are in place prior to releasing any award funds . The confirmation of the representative of the Institution on the application forms confirms this oversight.

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."

Conflict of Interest: Institution certifies that it has policies and procedures in place with respect to conflicts of interest applicable to research and the Project.

Not Barred: Institution and Recipient each certify that (i) it is not excluded from participation in any state or federal healthcare program, as defined in 42 U.S.C. § 1320a-7b(f) for the provision of items or services for which payment may be made by a federal healthcare program; (ii) it has not contracted for the performance of any services or the provision of supplies required for the performance of the Project with any employee, contractor, agent, vendor or vendor's affiliate knowing that the contracting party is excluded from participation in any state or federal healthcare program; and (iii) it is not the subject of any final or pending adverse action, as defined in 42 U.S.C. § 1320a-7a(e) and 42 U.S.C. § 1320a-7a(g).

Export Control: Institution and Recipient each certify that Recipient (i) is not and has not been designated on any list of any U.S. governmental authority, including OFAC's Specially Designated Nationals and Blocked Persons List, U.S. Department of Commerce's ("Commerce Department") Denied Persons List, the Commerce Department Denied Entity List, and the U.S. Department of State's (the "State Department") Debarred List, (ii) has not participated in any transaction involving any designated person or entity, or any country that is subject to U.S. sanctions

administered by OFAC, and (iii) will not export (including deemed exportation) or re-export, directly or indirectly, any good, technology or services in violation of any applicable U.S. export control or economic sanctions laws, regulations or orders administered by OFAC, the Commerce Department or the State Department.

Right to Bind Recipient: Recipient agrees to comply with Institution's policies and procedures, including as related to research integrity, conflict of interest, and compliance with laws. Institution certifies that it has the authority to bind Recipient to Institution's policies and procedures. Institution will be fully responsible for, and will enforce, compliance with its policies and procedures and all applicable law.

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

Liability: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, agents, or directors, to the extent allowed by law.

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 shall indemnify and hold HRiA, Trustee, 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 by reason of the Recipient and Institution and/or PI's negligence or misconduct or any third-party claim arising out of or in connection with the project. If this provision is prohibited under the laws that govern the Recipient and Institution, then this provision shall be deemed unenforceable and shall have no force and effect.

Other Funding: Neither the Institution nor the Recipient will accept funding from another source which will result in an overlap of funding for this Project, or result in greater than 100% effort of the Recipient or Key Personnel. The Institution and the Recipient are responsible for determining whether acceptance of this award will jeopardize support they may receive from other sources and ensuring that the Recipient has the capacity required to perform the Project within the proposed timeline. The Recipient will immediately report to the Administrator any additional funding available for activities related to this Project.

Use of the Award Funds: The laws of the United States place certain restrictions on the way funds awarded by charitable trusts and foundations may be expended. **Award funds and any interest earned may be used only for the research project and budget as submitted in the Recipient's Project proposal.** Funds may not be administered for any other purpose without the prior written approval of the Administrator.

The Recipient and Institution must exercise proper stewardship over award funds and ensure that costs charged to the award are allowable, allocable, reasonable, necessary, and consistently applied in line with the Project's accepted proposal and budget. The Institution shall be liable for reimbursement to the Funder of any award funds associated with any

inappropriate or unauthorized expenditures or fraudulent or improper conduct involving the use of award funds. The grant monies which have been awarded, including any interest earned therein, may only be used for the purposes stated in this Agreement. Funds may not be expended for any other purpose without the prior written approval of the Administrator.

Expenses eligible for support include the Recipient's salary and fringe benefits; salaries and fringe benefits of personnel essential to the Project for only their work as it directly relates to the Project; publication of scientific data; travel to scientific meetings; laboratory and data processing supplies; and other direct expenses such as equipment essential to the Project. Award funds may only be used for salaries in proportion to the percent effort on the Project. However, percent effort may exceed the percent of total remuneration requested.

Funds may not be used for new construction, the renovation of existing facilities, fundraising projects, or endowments. Funds may not be used for any political activity, accumulated deficits, or for any other purpose prohibited by the Internal Revenue Service Code. Funds awarded for the direct costs of the project may not be used for general operating costs. Research - related expenses not directly related to the Project, general office supplies, individual institutional administrative charges in addition to indirect costs (e.g., telephone, other electronic communication, IT network), professional membership dues, and pre-award charges are **not** allowable expenses.

Indirect costs (institutional overhead): Indirect costs may not exceed 5% of direct costs each year. In instances where there is a subcontract, the combined dollar amount for indirects taken by both the Institution and the contracting institution may not exceed total allowed indirects of the accepted budget.

Re-Budgeting : Expenditures are expected to be within reasonable range of the Project budget as accepted by the Administrator. All requests for re -

No-Cost Extension : A no-

Unused Funds and Reversion : Should any of the following events occur, the Administrator, on behalf of the Funder, may demand repayment of all unexpended portions of the award; moreover, all unpaid

installments may be cancelled. The Institution is also required to give written notice if there is a change in the Institution's status as noted below.

- A determination, preliminary or otherwise, is made by the United States Internal Revenue Service that the award does not constitute a qualifying distribution.
- The Institution fails to perform any of its duties, in the judgment of the Funder, the Administrator, or its Scientific Review Committee, required by the Application Guidelines and this Agreement. In such cases, the Administrator shall provide no less than thirty (30) days termination notice in writing to the Institution, upon which the Institution shall have an additional thirty (30) days following receipt of such notice within which to cure any deemed failures.
- The Institution ceases to be exempt from income taxes under the Internal Revenue Service Code or becomes a private foundation.
- There is a material change in the purpose, character, or method of operation of the Institution such as to jeopardize its tax status.

Unexpended Funds : Any funds over \$2,000 remaining at the close of an Award Period (extended via NCE or otherwise) must be returned to the Administrator within sixty (60) days and made payable to the Funder.

Medical and Family Leave: The Recipient may continue to expend any award funds

retain any rights to intellectual property including patents, copyrights, trademarks, or other proprietary rights that result from the Project.

Confidentiality and Third -Party Release: Application materials as well as scientific progress and final reports are considered confidential. The Administrator engages third parties who have the necessary expertise to review the submitted materials and evaluate each project. Although the Administrator endeavors to protect the confidentiality of the reports by requiring reviewers to sign confidentiality agreements, confidentiality cannot be guaranteed. The Administrator and the Funder are not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

The Administrator and the Funder reserve the right to public acknowledgement of Project information (Recipient Name, Institution, Project title and research summary). This information will be made available through the website of the Administrator (<https://hria.org/tmf/smithodyssey/>) and may be posted on other affiliated organization

Post Award: Recipient shall make good faith efforts to respond to the Administrator's