

Sample Grant Agreement

TE Hubbell Kidney Cancer Warrior Institute

Grant Agreement for Research and Education Grants

Date Stamp

Principle Investigator Last Name	First Name	Middle Initial
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Degree	Grant Number
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Grantee Institution	Grant Term
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Project Title	Grant Amount (US Dollars)
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In consideration of the above referenced Grant from TE Hubbell Kidney Cancer Warrior Institute and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above referenced Principle Investigator and the Grantee Institution (collectively, the Grantees) and TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE agree to comply with the following terms and conditions. All terms not defined herein shall have the meanings assigned to them in the Policies and Procedures for Research and Education Grants; Revision A, dated May 2012. This Agreement shall be null and void if not executed by all parties on or before _____ date.

1. Policies and Procedures for Research and Education Training Grants:

The Grantees represent that they have read and understand the attached Policies, which shall be incorporated herein by reference and shall be deemed an integral part of this agreement. In the event of any conflict between the Agreement and the Policies, the terms of the Agreement shall prevail. To the extent that this Agreement, including the attached Policies, does not address a particular issue, the Grantees shall defer to and comply with the policies and procedures of the Grantee Institution.

2. Certifications, Representations and Warranties and Covenants:

- a) The Grantees certify that to the best of their knowledge, the information provided in their grant application (The “Application”) is complete and true. The Grantees agree to promptly notify TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE of any changes to the information provided in the Application.
- b) The Grantees agree to comply with all applicable laws and regulations, including but not limited to the Health Insurance Portability & Accountability Act (HIPAA) of 1996, in connection with this Grant. The Grantees certify that the grant funds awarded hereunder shall be expended in accordance with all applicable anti-terrorist financing and asset control laws, statues, and executive orders, including but not limited to the USA Patriot Act and US Executive Order No. 13224.
- c) The Grantees represent and warrant that any research or activities that might involve human subjects have been approved by an Institutional Review Board, or international local ethics board equivalent; any human subjects research will be performed by institutions or entities with an Office of Human Research Protection (OHRP) assurance or international equivalent; and that any research involving human subjects will be guided by one of the following statements of ethical principles:
 - i. The World Medical Association’s Declaration of Helsinki (as amended in 2008);
 - ii. The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research of the U.S. National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research; or
 - iii. Other appropriate international ethical standards recognized by the U.S. federal governments and agencies that have adopted the U.S. Federal Policy for the Protection of Human Subjects, known as the Common Rule.
- d) The Grantees represent and warrant that any research involving the use of human biological and/or anatomical materials will comply with the recommendations set forth in the National Institutes of Health, Office of Human Subjects Research Medical Administrative Series (MAS) #M01-2 entitled “Procurement and Use of Human Biological Materials for Research”. Grantees from outside the United States must follow the guidelines established by an international equivalent governing the protection of human research subjects.
- e) The Grantees represent and warrant that any research involving animals has been approved by an Institutional Animal Care and Use Committee (IACUC) or international animal welfare board equivalent; and will be guided by the current Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals or the international Guiding Principles for Biomedical Research Involving Animals.
- f) The Grantees represent and warrant that wherever applicable, the research protocol will be reviewed and approved by the Grantee Institution’s biohazards committee and conform to the relevant PHS guidelines.
- g) The Grantees represent and warrant that they have not accepted and will not accept duplicate funding for the project which is the subject matter of this Grant.

- h) Each signatory for each entity that is a party to this agreement represents and warrants in his or her capacity and has been duly authorized to execute this agreement on behalf of the entity so indicated and that no additional authorization or approval is required.
- i) Each entity party represents and warrants that it has all the requisite power and authority to execute, deliver, and perform this agreement and consummate the transactions contemplated hereby. The execution, delivery and performance of this agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all required action on the part of such party. This agreement has been duly and validly executed and delivered by each party and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms.
- j) None of the execution and delivery of the agreement by the Grantee Institution, the consummation of the transactions contemplated hereby or compliance by the Grantee Institution with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under any provision of: a) the certificate of formation of the Grantee Institution; b) any contract or permit to which the Grantee Institution is a party or c) any applicable law or any order of any governmental body.

3. Grant term and Remittance of Funds:

The term of this agreement shall be effective as of the date hereof and shall terminate on the date provided above, unless extended in accordance with the Policies. Notwithstanding the above, this agreement may be earlier terminated a) in accordance with the default provisions below or b) by any of the Grantees for any reason upon written notification to TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE. The grant funds awarded hereunder may not be obligated or extended prior to the effective date of this agreement or subsequent to the termination of this agreement, except to liquidate authorized obligations in accordance with the Policies. Upon expiration or early termination of this agreement by any of the Grantees for any reason, all unexpended grant funds must be remitted to TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE no later than 60 days after the expiration or early termination date.

4. Default and Early Termination:

- a) If TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE should fail to perform or be in breach of any warranties, representations, covenants, or obligations contained in the agreement, or anticipatorily breach this agreement, and such default is not curable or such default is curable but remains uncured for 30 days after written notice thereof has been given to TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE, the Grantees collectively, and at their election, may immediately terminate this agreement with written notice to TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE. In the event of a termination due to a breach, the Grantees shall provide TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE with a final research report within 30 days, which shall include all information available as of the termination date, and a final financial report and reimbursement of all expended funds within 60 days after the early termination date.
- b) If any of the Grantees should fail to perform or be in breach of any of the warranties, representations, covenants, or obligations contained in this agreement, or anticipatorily

breach this agreement, and such default is not curable or such default is curable but remains uncured for 30 days after written notice thereof has been given to the Grantees, TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE, at its sole election, may immediately terminate this agreement with written notice to the Grantees. In the event of a termination due to a breach, the Grantees shall provide TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE with a final research report within 30 days, which shall include all information available as of the termination date, and a final financial report and reimbursement of all unexpended funds within 60 days after the early termination date.

- c) TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE has the right to terminate a Grant immediately at any time during the project period in the event of the occurrence of any one or more of the following events:
- a. Grant funds cannot reasonably be expended in accordance with the budget;
 - b. TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE does not receive a scientific progress report and/or financial report when due and/or such reports do not contain the required information or the information included is not satisfactory as determined by TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE in its sole discretion;
 - c. The personnel and/or the research project change and any or all of these changes are not previously approved in writing by TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE;
 - d. Grantee Institution loses or changes its Internal Revenue Service tax-exempt status;
 - e. Grantee Institution or Principle Investigator is debarred from the receipt of federal or state funding;
 - f. Principle Investigator is absent from or leaves the Grantee Institution without 60 days prior notification to and receipt of written approval from TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE;
 - g. Principle Investigator transfers to another institution without consensus among TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE, Principle Investigator, and the original and new Grantee Institutions about transfer of project;
 - h. Grantee Institution and Principle Investigator fail to receive and maintain the IRB< HIPAA< and/or IACUC (or clearly designated appropriate bodies of Grantee Institution) approval of the project;
 - i. Grantee Institution or Principle Investigator fails to comply with the obligations under “TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE Policy on Intellectual Property and Royalties” and Required Grant Reports” in the Policies and other material terms and conditions of this agreement; or
 - j. Grantee Institution or Principle Investigator commits a will breach of this agreement or an act of gross negligence or willful misconduct in connections with the project.

In the event of an early termination due to any of the above events, Grantee shall provide TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE within 30 days after the termination date a final research report, which shall include all information available as of the termination date and within 60 days 1) a final financial report 2) reimbursement for the full amount of funds granted that have been expended in

connection with and subsequent to any of the above events; and 3) a refund of all unspent funds as of the termination date.

- d) TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE has the right to terminate a Grant immediately at any time during the project period and receive within 30 days after termination a final research report, and within 60 days after termination a final financial report and reimbursement of all funds awarded in the event it has a reasonable good faith basis to believe there has been scientific misconduct, financial or administrative impropriety, or fraud committed by Principle Investigator or the Grantee Institution.

5. Government Compliance:

The Grantees shall comply with all applicable laws in connection with their use of the Grants funds awarded under this agreement, including but not limited to PHS regulations, Final Rule, CFR Part 50, Subpart F, and Responsibility of Applicants for Promoting Objectivity in Research, as may be amended from time to time. The Grantees will cooperate with TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE in supplying additional information to TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE and in complying with any procedures that might be required by any governmental agency in order for TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE to establish that it has observed all requirements of the law with respect to the Grant.

6. Liability and Insurance:

- a) Grantee Institution shall be responsible for all aspects of the research, investigation, funding and administration of or in connection with the Grant.
- b) To the extent permitted under the international, federal, state, and local laws which govern the Grantee Institution, the Grantee Institution shall indemnify and hold TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE harmless from and against any and all costs, losses, or expenses, including reasonable attorney's fees, that TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE may incur by reason of the connection of the Grantee Institution and/or Principle Investigator's negligence or misconduct or any third party claim arising out of or in connection with the project which is the subject of the Grant. If this provision is prohibited under the laws that govern the Grantee Institution, then this provision shall be deemed unenforceable and shall have no force and effect.
- c) In the event of any dispute out of this agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE on the one hand or the Grantees on the other hand may initiate the mediation process with 30 days written notice to the other party. The dispute shall be submitted to mediation in Huntsville, Alabama. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Any dispute arising out of or in connection with this agreement that is not able to be resolved as stated above shall be filed and heard in the state or federal court of Huntsville, Alabama, and the parties consent to the exclusive jurisdiction of such courts.

- d) Grantee Institution shall be required to maintain adequate liability insurance comparable to coverage by institutions of similar size and nature, covering the Principle Investigator, employees, officers, and agents of Grantee Institution for the duration of the project. TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE may request to be provided certificates evidencing the insurance coverage at any time during the term of the project.

7. Miscellaneous:

The nature of this arrangement is a funding agreement, and no employment, partnership, joint venture, or agency relationship is created. The Grant is accepted by the Grantees with the understanding that TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE is not obligated to provide any additional financial support, or other support in connection with the Grant or project to which the Grant is applied or for any other reason. TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE reserves the right to modify the terms or conditions of this agreement with 30 days written notice to the Grantees. None of the Grantees may assign any rights or obligations under this agreement without TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE's prior written consent. In the absence of such prior written consent, any such assignment will be void. This finding by any court of competent jurisdiction that any provision of this agreement or part thereof is unenforceable shall not affect enforceability of the remaining provisions of this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If and to the extent any provision of this agreement is found to be prohibited under, contrary to, or ineffective under any existing or future law, this agreement shall be considered amended to the smallest degree necessary to make this agreement conform to such law and be effective there under. The terms of Sections 2,3,4,5,6 and 7 of this agreement and the provisions of "Publications and Licensed Marks" and "TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE Policy on Intellectual Property and Royalties" in the Policies shall survive the termination of this agreement. This agreement may be executed by the parties hereto in counterparts, including by facsimile transmission, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same agreement.

Agreed To and Accepted:

Grantee Institution:

Signing Official Signature:

Signing Official Printed Name:

Signing Official Title:

Date:

Principle Investigator:

Principal Investigator Signature:

Principle Investigator Printed Name:

Principle Investigator Title:

Date:

**TE Hubbell Kidney Cancer Warrior Institute:
d/b/a TE HUBBELL KIDNEY CANCER WARRIOR INSTITUTE:**

Signing Official Signature:

Signing Official Printed Name:

Signing Official Title:

Date:

