



Appendix: Sample Grant Agreement

Grant Agreement

Date:

Contract Number:

Grant Recipient:

Sponsoring Institution:

Address:

We, the individual grant recipient and sponsoring institution (individually referred to as “Principal Investigator” and “Sponsoring Institution,” respectively), will accept the sum of \$ _____ from the Life Raft Group (“LRG”), as the First Grant Payment for a research grant. Future disbursements of the Total Grant Funds are contingent upon submission and review of Progress Reports which are due at six-month intervals.

The purpose of this agreement is to ensure that the research is uninterrupted and unhindered by unexpected events and an environment of collaboration is fostered.

Two-Year Funding Summary

Priority Project Component	Amount

Total:	_____

Year One:	04/01/06 - 03/31/07
<input type="checkbox"/> 04/01/06 - 09/01/06:	_____
<input type="checkbox"/> 10/01/06 - 03/31/07:	_____
Yearly Total Allocation:	_____

Year Two:	04/01/07 - 03/31/08
<input type="checkbox"/> 04/01/07 - 09/30/07:	_____
<input type="checkbox"/> 10/01/07 - 03/31/08:	_____
Yearly Total Allocation:	_____

The Funding Summary is derived from the Group Leaders' Plans of Action, which are attached in the Appendix.

1. Grant Funds.

(a) Use of Grant Funds. The use of Grant Funds cannot be duplicated by the Sponsoring Institution or the Principal Investigator from any other sources; however the Grant Funds may be used to supplement support from other sources.

(b) Distribution of Grant Funds. The First Grant Payment shall be distributed to the Principal Investigator upon approval of the Grant. Distribution of all subsequent Grant Payments shall be contingent on the submission and review of the Progress Reports to the LRG Research Team. Upon review by its Research Team, the LRG shall, at its sole discretion, take one of the following steps: (i) distribute to the Principal Investigator the corresponding Grant Payment; (ii) provide notice describing any deficiency that it determines, in its sole discretion, exists based on the information provided in the Progress Report and allow the Sponsoring Institution and Principal Investigator thirty (30) days to cure the deficiency; (iii) provide notice that this Grant Agreement has been terminated based the review and disapproval of the Progress Report.

(c) Multi-year renewal. Non-Competing Renewals are determined solely by the LRG and are contingent upon satisfactory Progress Reports and availability of funds,

(d) Final Reports. The Principal Investigator and Sponsoring Institution shall submit a Final Progress Report of his/her Grant Research Progress to the LRG Research Team. The Final Progress Report, shall include:

- (i) a summation of all Grant Research activities performed;
- (ii) copies of all articles, irrespective of whether they were published, presented or otherwise disclosed, concerning Grant Research written by the Principal Investigator;
- (iii) a one (1) paragraph summary outlining the research and the Principal Investigator's conclusions that is written for and may be disseminated by the LRG to the lay public;
- (iv) a Final Grant Accounting detailing how the Grant Funds were expended during the Grant Term. The Sponsoring Institution agrees to refund any portion of the Grant Funds to the LRG that was not used for the specified purposes described herein and return to the LRG and unexpended funds within thirty (30) days after the expiration of the Grant Term, or, at LRG's option, LRG may allow the Sponsoring Institution to use any remaining Grant Funds in furtherance of Grant Research in progress at the time of such expiration.

The Final Progress Report shall be reviewed by the LRG Research Team to evaluate the Grant Research progress of the Principal Investigator.

2. Terms of Acceptance.

(a) The Principal Investigator and the Sponsoring Institution agree to:

- (i) participate in the LRG Research Team's meetings held twice a year;
- (ii) collaborate with members of the LRG Research Team.

(b) Copies of all Progress Reports and related documents will be shared by the LRG with its Research Team, including Priority Project Group Leaders.

(c) The Principal Investigator and the Sponsoring Institution shall work to expand the Annotated Tissue Banks by:

- (i) allocating up to ten percent (10%) of the Total Grant Funds to the annotation of core groups of pediatric and adult GISTs;
- (ii) providing tissue samples, as they become available, to the Pediatric and Adult Tissues Banks.

3. Acceleration.

If a project completes its next projected goal before the end of the corresponding term, the Principle Investigator may apply for early dispersal of the portion of the next Grant Payment associated with the specific project. Goals are included in the initial Plan of Action and are updated on each Progress Report.

4. Additional Funding.

If a project is unable to be successfully completed due to unexpected costs the Principal Investigator may apply for additional funding. Contingent on availability of funds, the LRG, at its sole discretion, will determine if additional funding will be allocated.

5. Costs.

The Principal Investigator and the Sponsoring Institution hereby agree to expend the Grant Funds consistent with the amounts and categories in the budget(s) specified below. Under no circumstances should more than ten percent (10%) of the Grant Funds be used for indirect costs. For Grants of \$50,000 or less, none of the Grant Funds shall be used for indirect costs.

The Principal Investigator and the Sponsoring Institution hereby agree to limit the expenditure of Grant Funds as set forth below.

(a) Permissible Costs.

- (i) Salaries of professional staff that do not have faculty appointments and technical assistants as necessary.
- (ii) Essential permanent equipment which is directly relevant to the Grant Research.

- (iii) Expendable supplies.
 - (iv) Other expenses directly related to the conduct of Grant Research.
 - (v) Indirect operating costs incurred by the Sponsoring Institution during the Grant Term in an amount not to exceed ten percent (10%) of the total costs for Grant Funds totaling \$50,000 or more. If the total Grant Funds are \$50,000 or less, none of the Grant Funds shall be used for indirect costs.
 - (vi) Up to ten percent (10%) of the budget, as needed, will be reserved for work relating to the expansion of the annotated GIST tissue banks.
- (b) Impermissible Costs.
- (i) Salary for the Principal Investigator or other participants in the Grant Research that have faculty appointments.
 - (ii) Construction, alteration, maintenance or rental of buildings or building space.
 - (iii) Dues for membership in scientific societies.

6. Deviations and Relocations.

(a) Deviations. In the event that the Principal Investigator wishes to deviate from the approach set forth in the Application during the Grant Term, continuation of funding is subject to approval by the LRG. Deviations will be reviewed on a case-by-case basis by the LRG Research Team. If the Principal Investigator's requested deviation is not approved and the Principal Investigator elects to proceed with the deviation, the LRG shall have the right to terminate this Grant Agreement and, upon such termination, the LRG shall have the rights set forth below.

(b) Relocations. In the event that the Principal Investigator wishes to relocate to another institution during the Grant Term, continuation of funding is subject to approval by the LRG. Relocations will be reviewed on a case-by-case basis by the LRG. If the relocation is not approved and the Principal Investigator elects to proceed, the LRG shall have the right to terminate this Grant Agreement and, upon such termination, the LRG shall have the rights set forth below.

7. Breach; Termination.

(a) The failure of the Principal Investigator and/or the Sponsoring Institution to adhere to any of the terms and conditions set forth in this Grant Agreement shall constitute a material breach of this Grant Agreement.

(b) In the event of any breach of this Agreement by the Principal Investigator or the Sponsoring Institution, any unapproved deviation in the research conducted hereunder as

set forth in Section 6, or any Event of Default, the LRG shall have the right to terminate this Grant Agreement.

(c) In the event this Grant Agreement is terminated by the LRG:

- (i) the Principal Investigator shall submit a Final Progress Report within fifteen (15) days after the termination of the Grant Agreement;
- (ii) the Sponsoring Institution shall submit a Final Grant Accounting within thirty (30) days after the termination of the Grant Agreement;
- (iii) the LRG shall be entitled to receive a refund of any portion of the Grant Funds that was not used for the specified purposes described in the Application and any Grant Funds unexpended as of the date that the requested deviation is not approved (which refund shall be made within thirty (30) days after the termination of this Grant Agreement). The Sponsoring Institution shall not be entitled to receive any additional Grant Funds pursuant to this Grant Agreement;

8. Extension of Grant Term.

Any extension of the Grant Term without supplemental Grant Funds shall be subject to the LRG's approval.

9. Publication.

(a) The Sponsoring Institution and the Principal Investigator shall have the right to publish, present or otherwise disclose results, data, records, work product or Invention created in the connection with the Grant Research (hereinafter, "Grant Information"), subject to the following:

- (i) Prior to any publication submission deadline, presentation submission deadline (and if none, the date of presentation) or other disclosure of any Grant Information, the Principal Investigator shall submit a draft to the LRG.
- (ii) All published works (including on-line publications), presentations or other disclosures of Grant Information during the Grant Term and at any time thereafter must, subject to the LRG's approval, prominently display the designation, "Supported [in part] by a Grant from the Life Raft Group." With respect to published works, such designation must appear at the beginning of any such published work. With respect to presentations, such designation must appear at the end of any such presentation. This designation should be stated in any news releases about the Principal Investigator or the Principal Investigator's project by the public relations department or the equivalent thereof at the Sponsoring Institution. In no event shall these designations be construed to mean that the LRG endorses any of the Grant Information published, presented or otherwise disclosed.

10. Publicity, Exhibits and Publications.

(a) The Sponsoring Institution and Principal Investigator will cooperate with the LRG in announcing the award of the Grant Funds. The Sponsoring Institution and Principal Investigator shall give the LRG written notice at least thirty days prior to any advertising or promotion relating to the results of work under this Grant Agreement (which notification shall include a copy of the materials intended for release, as well as the details of the information to be disclosed and the time, place and manner of such disclosure). The Sponsoring Institution and Principal Investigator shall cooperate with the LRG in connection with any written, photographic, filmed, broadcast or other forms of materials the LRG elects to produce to publicize the work.

(b) The LRG reserves the right to publish to its website the following:

- (i) Pictures and brief biographies of relevant staff.
- (ii) A brief description of the research project and its goals.
- (iii) A brief description of how the research project fits with the Life Raft Research Group's goals.

(c) The Sponsoring Institution and Principal Investigator shall give the LRG prior written notice of any presentation or exhibition (including, but not limited to, any scientific or professional meeting or presentation) of any work covered by the Grant Agreement.

(d) The Sponsoring Institution and Principal Investigator shall furnish to the LRG ten reprint copies of each published report of research sponsored in whole or in part by the LRG and, at the LRG's request, shall assist the LRG in obtaining additional reprints from the publisher.

(e) Any and all advertising, promotion, publication, presentation and/or exhibition of any work covered by the Grant Agreement shall contain the following credit: "Sponsored [in part] by a Research Grant from the Life Raft Group."

SIGNATURES

Principal Investigator

Signature

Title

Date

Authorized Official at
Sponsoring Institution

Signature

Title

Date

Authorized Official at the
LRG

Signature

Title

Date
