

# THE SONTAG FOUNDATION

## **DISTINGUISHED SCIENTIST AWARD ACCEPTANCE AGREEMENT**

### **A. DESCRIPTION OF THE AWARD**

1. **GRANTEE INSTITUTION:**

Legal Name of Institution:

2. **GRANTEE:**

Principal Investigator's Name:

3. **GRANT AWARD PERIOD:**

October 1, 2022 through September 30, 2026, unless otherwise extended pursuant to this Agreement.

4. **GRANT ADMINISTRATION PERIOD:**

October 1, 2022 through December 31, 2026, unless otherwise extended pursuant to this Agreement.

5. **SCOPE OF WORK: As described in the Proposal of Research Project submitted in the application for the 2022 Distinguished Scientist Award, (including grant proposal and budget) ("Research Project"), which is fully incorporated into the Agreement.**

### **B. PAYMENT & USE OF THE AWARD:**

1. **GRANT AWARD:** \$600,000.

2. The Grant Award may only be used for the purposes stated in the Agreement.

3. Up to 13% of the Grant Award may be applied to indirect costs in administering the Research Project. The total maximum payout remains \$600,000.

4. The laws of the United States place certain restrictions on the manner in which funds awarded by charitable foundations may be expended. Funds may not be used for any political activity or for any other purposes prohibited by the Internal Revenue Service Code.

5. At the end of the Grant Award Period, any unexpended funds and any funds expended inconsistent with the Research Project will be returned to The Sontag Foundation (Foundation) unless otherwise approved consistent with this Agreement. Such funds must be received within ninety (90) days of the end of the Grant Award Period.

### **C. PAYMENT SCHEDULE:**

Sixteen (16) quarterly payments of \$37,500.00 will be made around the following dates listed below:

- 2022: December 1
- 2023: January 15, April 15, July 15, October 15

- 2024: January 15, April 15, July 15, October 15
- 2025: January 15, April 15, July 15, October 15
- 2026: January 15, April 15, July 15

NOTE: Initial payment will be submitted to institution after signed agreement and wire instructions are received by the Foundation. Payment schedule for 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years of Grant will be dependent upon progress and may be adjusted based upon project expenditures from previous periods.

**D. GRANT PAYMENT STIPULATION:**

**Grant payments for second, third and fourth years of grant are contingent upon the Foundation's receipt and acceptance of annual progress reports and financial reports described in Section F below.** The Foundation reserves the right to discontinue funding for any project that fails to make satisfactory scientific progress as determined by the Foundation and its external peer review committee.

**E. FINANCIAL RESPONSIBILITIES OF INSTITUTION:**

1. The Grantee Institution will keep systematic records of all expenditures relating to this grant. Documentation consisting of invoices, bills, receipts, etc. will be retained by the institution for three (3) years after the close of the grant period. During this period, these documents must be available for inspection by representatives of The Sontag Foundation during normal business hours, upon reasonable notice, and at agreed upon times by the parties. The Foundation may, at its own expense, examine, audit, or have audited the records of the grantee institution insofar as they relate to activities supported by this grant.
2. Should any of the following events occur, the Grantee Institution agrees to give written notice to The Foundation and repay upon demand all unspent portions of the Grant Award which are within the Grantee Institution's control; moreover, The Foundation may cancel all unpaid installments of the Grant Award if: 1) The Grantee Institution ceases to be exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code; 2) There is material change in the purpose, character, or method of operation of the Grantee Institution such as to jeopardize its tax status; 3) A determination, preliminary or otherwise, is made by the Internal Revenue Service that the grant does not constitute a qualifying distribution; or 4) The Grantee Institution fails to perform any of its duties in the judgement of The Foundation, as required by the terms of this Award.

**F. REPORTING OBLIGATIONS:**

1. Grantee is responsible for submitting the following reports no later than:
  - September 1, 2023 Progress Report
  - September 1, 2024 Progress Report
  - September 1, 2025 Progress Report
  - December 31, 2026 Final Report
2. Progress reports must include the following: 1) Two-page summary of scientific progress towards accomplishing the aims of this grant, 2) Financial report consisting of an itemized statement of expenditures of grant monies to date, and a listing of all other sources of income for the research project identified in this grant. Report must be certified as correct by the appropriate financial officer of the institution, 3) Itemized budget for the next year of funding, noting any departure from the original budget submission, 4) A bibliography

listing papers in press or published which are pertinent to research funded by this grant. Copies of published articles should be included, and 5) One-paragraph lay summary of research progress to date.

3. The final report should provide a summary of scientific progress towards accomplishing the aims of the specified project as well as an update on what impact the Sontag grant has had on Grantee's career.
4. Include list of additional funding secured, a bibliography of articles written during period of grant and include copies of publications relevant to Grantee's research project. The final fiscal report, certified as correct by the appropriate financial officer of the Grantee Institution, is also due within 90 days of completion of the funding cycle.
5. In addition to required reporting obligations outlined above, the Foundation encourages informal progress reports throughout the funding period, and representatives of the Foundation may make periodic site visits at pre-arranged times within normal business hours, upon advance notice, and agreed upon by both parties.
6. Throughout the duration of the Distinguished Scientist Award, it is the individual Grantee's obligation to notify the Foundation upon being awarded any grant over \$100,000 annually and grants which may materially infringe upon the time allocation for this project as specified on attached budget proposal.
7. During term of the agreement, Grantee is required to attend the annual Foundation's scientific retreat. Grantee is encouraged to attend future retreats and to participate in other events as an alumni to continue to foster the collaborative nature of The Sontag Foundation community.

#### **G. INTELLECTUAL PROPERTY RIGHTS:**

The Sontag Foundation will have no intellectual property rights or other rights in or to data collected or scientific discoveries made through the Research Project. The Sontag Foundation requires Grantee and Grantee Institution to report to the Foundation any inventions, discoveries, or intellectual properties that result from the support of the Research Project as more specifically described in section H below.

#### **H. INVENTIONS**

1. "Invention" shall mean any discovery, invention, biological or chemical material or software program, whether or not patentable or copyrightable, created, conceived, further developed, reduced to practice or informed in whole or in part, as a result of any Sontag Foundation award(s).
2. Grantee, Grantee Institution, and any affiliate organization shall be responsible to notify the Sontag Foundation in the Progress Report of any Invention(s) by Grantee, or by any person collaborating with or working under the supervision and direction of the Grantee in connection with the Research Project. If the funding period is over, Grantee will provide notification to the Sontag Foundation within ninety (90) days after an invention disclosure is submitted by the Grantee to the Grantee Institution or affiliate organization responsible for managing inventions at the Grantee Institution ("Invention Notification").

3. Grantee agrees to provide an annual report on such invention(s) which includes the intellectual property status, commercial development, and licensing activity of any such Invention for the prior year.

**I. CHANGE IN SCOPE OF WORK:**

Should Grantee wish to substantially change the proposed project or modify any terms of the Grant Award, including the attached budget, he/she must seek prior written approval of The Foundation.

**J. CHANGE OF STATUS:**

It is the responsibility of the Grantee as well as the Grantee Institution to notify The Foundation in a timely manner (usually not less than 30 days prior) regarding any change in the academic or professional status of the Grantee. The Foundation will then determine whether or not such change affects eligibility for the Grant Award. Example of change in professional status could include, but is not limited to the following: Individual Grantee (PI) is receiving monies or other consideration from for-profit enterprise(s) to fund related or unrelated research being carried out in individual Grantee's (PI's) laboratory.

If Grantee leaves the Grantee Institution named in this Agreement with plans to continue stated research project at another institution exempt from federal income taxes under Section 501 (c)(3) of the Internal Revenue Code, The Foundation retains sole discretion to determine portability of this grant. A final report as described in Section E(3) must be submitted to the Foundation within ninety (90) days of Grantee's transfer to another institution. The Final Report must include an itemized statement of all funds expended on the Research Project to date and a statement of the balance of grant monies remaining.

Upon approval of a transfer of the Award to a new institution, the Grantee Institution will return any unexpended funds and any funds spent inconsistent with the Research Project to The Foundation. The Foundation will engage in negotiations with the Grantee and subsequent institution to execute a new agreement. If the Grantee is not permitted to transfer the grant to a new institution, the Grantee and the Grantee Institution will relinquish the Award and any unexpended funds and funds expended inconsistent with the Research Project will be returned to the Foundation.

**K. PUBLICATION OR PUBLIC RELEASE OF RESULTS:**

The Foundation strongly encourages Grantee to submit the results of Research Project for publication or other public release. In the event Grantee's results are published or otherwise publicly released either during or after the Grant Award Period, the Grantee will provide The Foundation with a copy of such publication or public release. All publications and public releases will include an acknowledgement of the support of The Sontag Foundation.

**L. PUBLIC ANNOUNCEMENTS & ACKNOWLEDGMENTS:**

1. The Sontag Foundation will announce the Award along with other recipients of the Distinguished Scientist Award. The Foundation also reserves the right to include information relating to the Grantee, Grantee Institution, and the Award on its website or in other materials provided by The Foundation.
2. The Grantee and the Grantee Institution will acknowledge the support of The Sontag Foundation in all publications and presentations on the research funded by the Award.
3. Grantee and the Grantee Institution will work with The Foundation to develop a mutually agreeable announcement that will be shared through Grantee Institution's internal and

external communications and discussed during the Grantee's site visit. Such announcement will occur as soon as practicable, but no later than 30 days after execution of this Agreement. No other use of The Sontag Foundation's name or logo is permitted without prior written approval.

**M. TERMINATION:**

1. The Foundation reserves the right to terminate the Award upon determination by the Foundation that the Grantee or Grantee Institution is not adhering to the terms set forth in this Agreement.
2. Either Party may terminate this agreement upon sixty (60) days' prior written notice to the other party. The Sontag Foundation will honor financial commitments (approved budget items) through the effective date of termination.
3. If Grantee discontinues the proposed project, Grantee is still responsible for submitting a full final report within 90 days of termination. Report must address scientific progress on project to date and provide full financial information including an itemized statement of expenses for the duration of the research project. Funds not expended must be returned to The Sontag Foundation with the full final report.

**N. NOTICE:**

**1. SONTAG FOUNDATION CONTACT:**

Shandra Koler, Senior Program Officer

Phone: 904.273.8755 / Email: [skoler@sontagfoundation.org](mailto:skoler@sontagfoundation.org)

**IN WITNESS THEREOF**, each party, by signature of a duly authorized officer or agent, has executed this agreement as of the date below:

**The Sontag Foundation**

By:

Name:

Title:

Date:

**Institution**

By:

Name:

Title:

Date:

**Principal Investigator**

By:

Name:

Title:

Date: