

Charles A. King Trust
Postdoctoral Research Fellowship Program
Bank of America, N.A.,
Melissa MacGillivray Dane, and Susan Monahan, Co-Trustees



Terms of the Award – 2021 Grant Cycle

Overview: Two-year Awards are made to nonprofit academic, medical, or research institutions in the state of Massachusetts on behalf of the Award Recipients. Funds are provided by the Charles A. King Trust, Bank of America, N.A., Co-Trustees or other foundation donors. The Award Recipient Institution is responsible for the administrative and financial management of the Award and maintaining adequate supporting records and receipts of expenditures.

The Charles A. King Trust Postdoctoral Fellowship Award Program is administered by The Medical Foundation at Health Resources in Action. Health Resources in Action (HRiA) is a nonprofit organization in Boston that advances public health and medical research.

In order for Bank of America, Private Bank, as Trustee of the Charles A. King Trust (the “Funder”), and The Medical Foundation at Health Resources in Action (the “Administrator”) to carry out our legal responsibilities, we must ask the award recipient (the “Recipient”) and the Recipient’s institution (the “Institution”) to abide by the following:

Award Amount and Funding Period: The Charles A. King Trust Postdoctoral Fellowship Award is for stipend only and is based on the number of years of completed full-time postdoctoral experience, as of the funding start date of October 1, 2021. The stipend does not increase in Year 2. Funds are provided by the Funder or other foundation donors. The stipends are roughly equivalent to fellowships offered by NIH.

Stipends based on Years Completed Full-Time Postdoctoral Experience					
<u>Clinical/ Health Services</u>	<u>Basic Science</u>	Stipend per Year	Expense Allowance per Year	Annual Total	Two-Year Total
Less than one year	N/A	\$52,704	\$2,000	\$54,704	\$109,408
1	N/A	\$53,076	\$2,000	\$55,076	\$110,152
2	N/A	\$53,460	\$2,000	\$55,460	\$110,920
3	3	\$55,596	\$2,000	\$57,596	\$115,192
4	4	\$57,456	\$2,000	\$59,456	\$118,912
5	5	\$59,580	\$2,000	\$61,580	\$123,160
6	6	\$61,800	\$2,000	\$63,800	\$127,600

The funding period is October 1, 2021 – September 30, 2023. The Recipient may postpone the start date for up to three months, but the award must be activated on or before January 1, 2022.

Although approval is not required, the revised start date must be noted on the Award Agreement signature page. Longer delays must be approved by The Administrator. A delayed start date will not reduce the total award period (e.g. project start date of December 1, 2021 will revise the project end date to November 30, 2023).

COVID-19 Related Research Disturbances: Upon award funding recommendation notification, the Recipient 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 Assurances: 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.

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.

Scientific Misconduct: The Administrator also requires that the appropriate federal, state, and local guidelines regarding scientific misconduct are in place and enforced at the Institution. In the unlikely event that a Recipient is involved in an investigation of scientific and/or financial misconduct, as it relates to the Project, he or she will be subject to the procedures in place at the Institution. To the extent legally permissible, the Institution must notify the Administrator of both the investigation and the procedures that the Institution will follow.

A finding of scientific and/or financial misconduct must be reported to the Administrator and may affect the Recipient's continued eligibility for support for the Project.

Research Misconduct: Institution certifies that it has established administrative policies as required by Public Health Service Policies on Research Misconduct, 42 CFR § 93, and 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 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 a finding of research and/or financial misconduct related to the Project and may affect the Recipient's

continued eligibility for support for the Project.

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. The Charles A. King Trust Award is for stipend only. Indirect costs and fringe benefits may not be charged against the Award. The Recipient Institution must exercise proper stewardship over award funds and ensure that costs charged to the award are allowable. 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.

At the discretion of the Award Recipient, up to \$2,000 of the annual award amount is designated as an Expense Allowance for research supplies, equipment, health insurance and travel to scientific meetings that is the sole financial obligation of the Award Recipient. The Award Recipient and Mentor may elect to use the \$2,000 or a portion of it to supplement the Award Recipient's salary. The grant monies which have been awarded, including any interest earned thereon, may only be used for the purposes stated in the Terms of the Award. The Institution is responsible for administering the stipend, which includes a \$2,000 expense allowance per year, and maintaining adequate supporting records for training-related expenses.

This Expense Allowance or any portion of it may not be used for institutional overhead. Institutions may not automatically deduct any fees from this allowance without the Award Recipients' approval. The allowance will be incorporated equally across the award payments. Any unused expense allowance in Year 1 may be carried over to Year 2 without a formal request.

Although awards are made for two consecutive years, funding of the second year is not automatic and is dependent upon a satisfactory review of first-year progress by the Scientific Review Committee.

The Administrator does not withhold any amount for income tax purposes. It is the responsibility of the Recipient to contact the Internal Revenue Service or the Institution's fiscal office to determine the tax status of the Award.

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.

Supplementation of Fellowship: Because the fellowship stipend may not cover total institutional compensation, supplementation by the Institution is permitted and also encouraged. The total of all competitive fellowship awards plus any institutional supplementation cannot, however, exceed the annual salary or total compensation for the Recipient's position as determined by the Institution. The Award is for stipend only and will not change the use of funds to accommodate any supplementation. It is not acceptable to concurrently hold a named fellowship from another source that supports a full salary.

An NIH K Award (i.e. K08, K23, K99/R00), R01 or equivalent grant, awarded to the Recipient, cannot supplement the fellowship. In all circumstances, The Administrator must be notified of the receipt of additional funding at least 30 days prior to that Award's start date. If such a grant is received prior to the start of funding, the application must be withdrawn and if the grant is awarded during the fellowship period, the Funder reserves the right to terminate the fellowship on a case by case basis. In the case of fellowship termination, any unexpended funds remaining from the Award must be returned to The Administrator or the Funder.

Change of Status: The Recipient and the Mentor must notify the Administrator of any change in the Recipient's academic status at least 30 days prior to such change. The Funder reserves the right to terminate the Award in the event of a significant change in the Recipient's academic status, including promotions conferring independent faculty status or its equivalent. The receipt of additional funding through other awards or promotion, must also be reported to the Administrator and the return of unexpended funds will be assessed on a case by case basis. In the case of fellowship termination, any unexpended funds remaining from the Award must be returned to the Administrator or the Funder.

Any changes in the Project's research design including changes to/omission of specific aims described in the Recipient's accepted Project proposal require a formal written request and prior approval before implementation. Changing of Project plans without prior approval may result in the suspension of payments, early termination of the award, and/or reimbursement to the Funder of any expended or unexpended funds. Requests should include the reason for the change and a description of how the change will affect the scope of work, implementation, and timeline of the Project. All requests for changes to the Project design or aims must be received by the Administrator at least thirty (30) days prior to the desired effective date of the change.

Financial Responsibilities of Award Recipient Institution: The Institution will keep systematic records of all expenditures relating to the Project. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc. will be retained by the Institution for three (3) years after the close of the award period and will be available for inspection by representatives of Funder during normal business hours and upon reasonable notice throughout this period. The Funder may, at their expense, examine, audit, or have audited the records of the Institution insofar as they relate to Project activities supported by this award.

Transfer or Termination of Fellowship: Awards are made to the Institution where the named Recipient is conducting research. If the Recipient or Mentor plans on moving to another non-profit academic, medical, non-governmental or research institution during the award period, Recipient will notify and seek approval from the Administrator to continue the Project at the Recipient's new institution. If approved, the Institution will return unexpended Project funds, subject to allowable costs and non-cancelable obligations, to the Administrator to coordinate the transfer of unexpended funds to the new institution.

In the event of early termination of the Award Agreement, for any reason, Institution will be reimbursed for allowable costs and non-cancellable obligations incurred prior to the date of termination.

If the Recipient is not continuing the Project in another nonprofit research setting, the award will be canceled, and unused funds must be returned within sixty (60) days. Transfer of the award to another PI, if applicable, is not permitted. Disposition of and title to any equipment purchased by the Recipient with award funds will be evaluated on a case by case basis. If the Project is terminated for any reason, any unused funds, subject to allowable costs and non-cancelable commitments incurred in the performance of the Project but not yet paid for, must be made payable to the Funder, in care of the Administrator within sixty (60) days. Performance under this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

No-Cost Extension: A no-cost extension for up to nine (9) months may be granted upon receipt and approval of a no-cost extension request. The request must be made in a timely manner before the end of the award period. The request will contain a section for justifying the extension, the unexpended balance, and a timeline for expenditure of the remaining funds. A final scientific report is due at the completion of the extension period. Any portion of the award not expended at the conclusion of the extended period must be made payable to the Funder, in care of the Administrator, within sixty (60) days.

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 remaining at the close of an extended Project period must be returned to the Administrator and made payable to the Funder.

Medical and Family Leave: The Recipient may continue to expend any award funds allocated to salary during medical or parental leave consistent with the Institution's policies.

The Recipient may receive the King Trust stipend for up to 8 work weeks due to medical leave or family leave if those in comparable training positions at the Institution have access to this level of paid leave for these purposes. Medical leave may be taken for a serious health condition of the Recipient or one of his/her immediate family members that makes the Recipient unable to perform the essential functions of his/her position. Family Leave may be taken for the adoption or the birth of a child. Either parent is eligible for parental leave. The use of medical or family leave must be approved by the Mentor.

Reporting Requirements and Payment Schedules: Acceptance of a fellowship from the Funder includes a commitment to provide both Progress and Final Scientific and Financial Reports. The Mentor is required to complete a section of the Recipient's Progress Report that addresses the Recipient's research and training plans during the second year of funding.

Progress Reports are due in June 2022. The Recipient will receive access to the required online report forms by email approximately three (3) weeks prior to their due dates. It is the responsibility of the Recipient to email the Fiscal Report Form to the Fiscal Officer and ensure that the Administrator receives this completed form. The Funder and Administrator reserve the right to place a hold on funds where the Recipient is non-compliant with these reporting requirements.

Second-year funding will be approved upon the satisfactory completion of the Scientific and Fiscal Progress Report as determined by the Scientific Review Committee. The Mentor is also expected to summarize the Recipient's research accomplishments and plans for the future as part of the Recipient's Final Report. Final scientific and financial reports are due sixty (60) days following conclusion of the award period.

Patents, Copyright and Intellectual Property: The Recipient should follow the Institution's policies regarding discoveries or any other intellectual property that results from research conducted under this Project. Neither the Administrator nor the Funder of this Project will 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 (www.tmfgrants.org/King) and may be posted on other affiliated organization websites, publicly accessible databases of privately funded awards, or published in print form or other media. As noted in the application guidelines, the Project summary submitted with the application will be posted on the Administrator's website if the Project is funded.

Scientific Poster Sessions and Events: The Recipient is expected to share research findings in a timely manner through professional meetings and/or publications.

Acknowledgements: Professional publications or presentations resulting from Project work supported by the award must acknowledge, the **Charles A. King Trust Postdoctoral Research Fellowship Program, Bank of America, N.A., Co-Trustees**. In some cases where a specific donor has supported the fellowship, the donor should also be acknowledged. If the fellowship is supported by a named donor, the Recipient is expected to send a brief note of appreciation to the donor at the beginning of the fellowship.

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 or update information in an online database. The Recipient understands that this obligation survives the award period.