Neuroendocrine Tumor Research Foundation  
Research Grant Policies and Procedures

The mission of the Neuroendocrine Tumor Research Foundation (NETRF) is to discover cures for carcinoid, pancreatic neuroendocrine, and related neuroendocrine cancers.

The Neuroendocrine Tumor Research Foundation is the leading non-profit organization funding neuroendocrine cancer research having awarded over eight million dollars since inception. Our approach is to award research grants to physicians and scientists whose work will provide insight into the causes of neuroendocrine tumors and/or lead to improved treatment for patients who suffer from these cancers. Specifically, we fund research that:

- Builds on novel ideas
- Leverages insights from related cancers
- Fosters collaboration among physicians, scientists and institutions
- Demonstrates the potential to expand in scope and attract additional support, particularly from the NIH

These Research Grant Policies and Procedures (“Policies”) are provided to assist applicants in understanding the terms and conditions that will apply to each research grant that is awarded.

By accepting a research grant from the Neuroendocrine Tumor Research Foundation, the Principal Investigator and Sponsoring Institution will be bound by the final Grant Agreement, which will include terms identical or substantially similar to these Policies.

SECTION I. AWARDED FUNDS

1. Use of Awarded Funds
   1.1. Awarded funds may only be used for personnel salaries, supplies, equipment, and/or services, and/or attendance at the Neuroendocrine Tumor Research Foundation’s Research Symposium as described in Section II herein.
   1.2. Use of awarded funds for institutional overhead costs is strictly prohibited.
   1.3. Use of awarded funds for indirect costs is strictly prohibited.
   1.4. Use of awarded funds for project costs that are funded by other sources is strictly prohibited.
   1.5. Awarded funds may only be used as set forth in the budget submitted in the Application. No reallocation of funds is permitted without prior written approval from the Neuroendocrine Tumor Research Foundation.

2. Accounting of Funds
   2.1. The Financial Officer of the Sponsoring Institution must maintain a separate account for each research grant awarded by the Neuroendocrine Tumor Research Foundation. This separate
account must be available for regular audit by the Neuroendocrine Tumor Research Foundation.

2.2. The Sponsoring Institution must submit an expenditure report to the Neuroendocrine Tumor Research Foundation within sixty days after the end of each funding year.

2.3. The Sponsoring Institution must return any unexpended balance to the Neuroendocrine Tumor Research Foundation within sixty days after expiration of the Grant Agreement.

3. Payment of Funds

3.1. The Neuroendocrine Tumor Research Foundation will pay the awarded funds only after the Sponsoring Institution has signed and dated the Grant Agreement and sent a copy to the Neuroendocrine Tumor Research Foundation.

3.2. The Neuroendocrine Tumor Research Foundation will make the awarded funds payable only to the Sponsoring Institution at dates/times and in a manner to be agreed upon with the Sponsoring Institution.

3.3. The Sponsoring Institution is responsible for disbursing all of the awarded funds to the Principal Investigator in accordance with the budget set forth in the Application.

3.4. Neither payment of the awarded funds nor the relationship created by a final Grant Agreement between the Neuroendocrine Tumor Research Foundation and the Sponsoring Institution will create or constitute an employer-employee relationship between the Neuroendocrine Tumor Research Foundation and the Principal Investigator.

SECTION II. OBLIGATIONS AND PUBLICATIONS

1. Research Symposium

1.1. The Principal Investigator must attend the Neuroendocrine Tumor Research Foundation’s Research Symposium and present a research update.

1.2. Transportation costs, hotel costs, food costs, and other costs related to attending the Research Symposium may be expensed from the research grant budget.

2. Annual Reports

2.1. Annual Reports must be submitted to the Neuroendocrine Tumor Research Foundation within thirty days after the end of each funding year.

2.2. Annual Reports must be written in lay language for public review.

2.3. Annual Reports must include the following:

2.3.1. Description of research accomplishments

2.3.2. Progress against performance metrics set forth in the Application

2.3.3. Research priorities for the following year

2.3.4. Key actions for the following year

2.3.5. Citations of all publications arising from the research

3. Publications, Disclosures, and Acknowledgements

3.1. Any proposed publication or any other form of disclosure of any results of the sponsored research will be provided to the Neuroendocrine Tumor Research Foundation prior to publication or other form of disclosure. The Neuroendocrine Tumor Research Foundation will have at least thirty days to review any such proposed publication or other disclosure.

3.2. In no event shall the Sponsoring Institution or Principal Investigator publish or disclose any confidential or proprietary information or trade secrets of the Neuroendocrine Tumor Research Foundation. If the Neuroendocrine Tumor Research Foundation objects to the proposed publication or any other form of disclosure because it contains subject matter that is confidential or a trade secret, or needs protection by patent or other appropriate legal protection (whether identified by the Principal Investigator or as determined by the Neuroendocrine Tumor Research Foundation), the proposed publication or other disclosure will
be delayed until the confidential or trade secret material is removed, or the application for patent or other appropriate legal protection has been filed.

3.3. All publications or other disclosures of any results from the sponsored research must, subject to the Neuroendocrine Tumor Research Foundation’s written approval, prominently display the following acknowledgement: “Supported by a research grant from the Neuroendocrine Tumor Research Foundation.” Under no circumstances shall this acknowledgement be construed to mean that the Neuroendocrine Tumor Research Foundation endorses any of the information published or otherwise disclosed.

3.4. A reprint of any publication or disclosure will also be provided to the Neuroendocrine Tumor Research Foundation.

3.5. If the Principal Investigator does not publish or otherwise disclose the results from the sponsored research within twelve months of the expiration or termination of the Grant Agreement, the Neuroendocrine Tumor Research Foundation will have the non-exclusive, royalty-free right to publish the results.

3.6. If the Neuroendocrine Tumor Research Foundation elects to publish the results, the Principal Investigator has thirty days to review the proposed publication for scientific accuracy.

3.7. Any publication by the Neuroendocrine Tumor Research Foundation will include an appropriate attribution to the Principal Investigator.

3.8. Subject to the terms and conditions provided herein, the Neuroendocrine Tumor Research Foundation shall have non-exclusive license to the data, results and other information arising from or generated in the performance of the Research Project, and shall have the right to use such data, results and other information, once published, for any purpose, and shall have the right to reproduce, summarize, aggregate, compile, combine with other information, and/or disseminate the data, results and information in any form or medium, including without limitation, on the Neuroendocrine Tumor Research Foundation website, in e-mail communications, press releases, news articles, marketing materials, and/or at speaking engagements and interviews.

SECTION III. INTELLECTUAL PROPERTY

1. Inventions and Patents

1.1. If the Sponsoring Institution has an established patent, intellectual property, or technology transfer policy and procedure for administering inventions, the Principal Investigator must promptly disclose all discoveries, developments, inventions, and other intellectual property (“Invention(s)”) to the appropriate individual or department of the Sponsoring Institution.

1.2. The Principal Investigator must provide written notice to the Neuroendocrine Tumor Research Foundation within one month after disclosure of any Invention to the Sponsoring Institution.

1.3. The Sponsoring Institution must provide the Neuroendocrine Tumor Research Foundation an opportunity to review and comment on any patent application prior to filing, and must consider in good faith any comments or objections the Neuroendocrine Tumor Research Foundation may have concerning such applications.

1.4. If the Sponsoring Institution elects not to file an application for a patent or other appropriate legal protection for any Invention or elects to abandon any application that discloses or claims an Invention, the Sponsoring Institution shall provide timely written notice, not less than thirty (30) days prior to any known critical date that could result in an abandonment of the patent application, to the Neuroendocrine Tumor Research Foundation. The Parties will meet in a timely fashion to discuss potential options if desired.
1.5. The Neuroendocrine Tumor Research Foundation has the right to approve any provision of any license or other revenue-generating agreement relating to the funded research and/or any Invention that relates to the Neuroendocrine Tumor Research Foundation or subjects the Neuroendocrine Tumor Research Foundation to potential liabilities or responsibilities.

1.6. The Neuroendocrine Tumor Research Foundation has the right to receive income derived from any Invention on at least a pro-rata basis.

1.7. The Neuroendocrine Tumor Research Foundation will be granted an irrevocable, perpetual, non-exclusive, royalty-free license (with the right to sub-license) to practice any invention for non-commercial research purposes.

1.8. If an Invention is made with the joint support of the Neuroendocrine Tumor Research Foundation and an agency or department of the United States government and the Sponsoring Institution decides not to elect title to an Invention that is subject to United States government rights, the Sponsoring Institution must provide written notice to the Neuroendocrine Tumor Research Foundation.

1.9. If the Sponsoring Institution has no established and applicable patent, intellectual property, or technology transfer policy and procedure for administering Inventions, the Principal Investigator must promptly disclose all Inventions to the Neuroendocrine Tumor Research Foundation. In such case, the Neuroendocrine Tumor Research Foundation has the sole right to determine the disposition of the Invention rights, and Paragraphs 1.2 through 1.8 in this Section do not apply.

1.10. The Neuroendocrine Tumor Research Foundation shall have the right to require the Principal Investigator to publicly divulge or share his research achievements under this Agreement, including, without limitation, all existing and future cell lines, and research models created or arising from the research funded by the Neuroendocrine Tumor Research Foundation. Subject to any Intellectual Property rights, the sharing of information is intended to put the results of the research into the public domain.

2. Copyrights

2.1. Ownership of any copyrights or copyrightable material produced or composed in the performance of the sponsored research will remain with the Principal Investigator or the Sponsoring Institution, provided however, that the Principal Investigator and/or the Sponsoring Institution will grant to the Neuroendocrine Tumor Research Foundation an irrevocable, royalty-free, nontransferable, non-exclusive right to reproduce, display, and use all such copyrightable material. The Principal Investigator and the Sponsoring Institution will not assign or license its or their rights under such copyrights or copyrightable material without the prior written approval of the Neuroendocrine Tumor Research Foundation.

3. Publicity

3.1. The Principal Investigator and the Sponsoring Institution may not use the name or logo of the Neuroendocrine Tumor Research Foundation without prior written approval.

3.2. The Neuroendocrine Tumor Research Foundation will have the right to identify the Principal Investigator and the Sponsoring Institution as research grant recipients of the Neuroendocrine Tumor Research Foundation.

SECTION IV. LIABILITY

1. Conduct

1.1. The Neuroendocrine Tumor Research Foundation assumes no responsibility for the conduct of the Principal Investigator, personnel, and collaborators.
1.2. The Sponsoring Institution accepts full responsibility for conduct of the Principal Investigator, personnel, and collaborators.

2. Indemnification

2.1. The Sponsoring Institution must, to the full extent legally permissible, hold harmless, defend, and indemnify the Neuroendocrine Tumor Research Foundation and its officers, directors, and scientific advisors with respect to any activities carried out by the Principal Investigator and/or Sponsoring Institution in connection with a research grant, and any person acting under the supervision, direction, or control of the Principal Investigator and/or Sponsoring Institution.

2.2. The Sponsoring Institution must, concurrently with the submission of the Application, notify the Neuroendocrine Tumor Research Foundation of any legal limitations on the Sponsoring Institution’s indemnification of the Neuroendocrine Tumor Research Foundation.

3. Insurance

3.1. The Neuroendocrine Tumor Research Foundation may require in the Grant Agreement that the Sponsoring Institution maintain appropriate insurance, including a comprehensive general liability policy and patent infringement insurance, and may require that the Neuroendocrine Tumor Research Foundation be a named as an additional insured on all such insurance policies.

SECTION V. COMPLIANCE

1. Rules, Regulations, and Policies

1.1. All research involving human or animal subjects, derivatives of such subjects, or biohazards must comply with all the rules, regulations and policies established by the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, the National Institutes of Health, other relevant U.S. government agencies, and the Sponsoring Institution’s Institutional Review Board.

2. Relocation, Deviation, and Interruption

2.1. If the Principal Investigator desires to relocate, the Principal Investigator must provide advance written notice to the Neuroendocrine Tumor Research Foundation. This written notice must specify the reason for the relocation. Continuation of funding is subject to approval by the Neuroendocrine Tumor Research Foundation. The Neuroendocrine Tumor Research Foundation has sixty days to review the proposed relocation. If the Neuroendocrine Tumor Research Foundation does not approve the relocation and the Principal Investigator elects to proceed with the relocation, the Grant Agreement may be terminated by the Neuroendocrine Tumor Research Foundation for breach.

2.2. If the Principal Investigator desires to deviate from the approach set forth in the Application, the Principal Investigator must provide advance written notice to the Neuroendocrine Tumor Research Foundation. This written notice must specify how the research will deviate. Continuation of funding is subject to approval by the Neuroendocrine Tumor Research Foundation. The Neuroendocrine Tumor Research Foundation has sixty days to review the proposed deviation. If the Neuroendocrine Tumor Research Foundation does not approve the deviation and the Principal Investigator elects to proceed with the deviation, the Grant Agreement may be terminated by the Neuroendocrine Tumor Research Foundation for breach.

2.3. If the Principal Investigator desires to interrupt the research for thirty days or longer, the Principal Investigator must provide advance written notice to the Neuroendocrine Tumor Research Foundation. This written notice must specify the reason for the interruption and date upon which the research will resume. Continuation of funding is subject to approval by the Neuroendocrine Tumor Research Foundation. The Neuroendocrine Tumor Research Foundation has sixty days to review the proposed interruption. If the Neuroendocrine Tumor Research Foundation does not approve the interruption and the Principal Investigator elects to
proceed with the interruption, the Grant Agreement may be terminated by the Neuroendocrine Tumor Research Foundation for breach. If the Principal Investigator does not resume research on the agreed date without approval for an extension from the Neuroendocrine Tumor Research Foundation, the Grant Agreement may be terminated by the Neuroendocrine Tumor Research Foundation for breach.

3. Incompletion
   3.1. If the research is not completed due to incapacitating illness or death of the Principal Investigator and a replacement Principal Investigator is not found that is satisfactory to the Sponsoring Institution and the Neuroendocrine Tumor Research Foundation, the Grant Agreement may be terminated by the Neuroendocrine Tumor Research Foundation.

4. Breach and Termination
   4.1. If the Principal Investigator or Sponsoring Institution breaches any term or terms of the Grant Agreement, the Neuroendocrine Tumor Research Foundation has the right to terminate the Grant Agreement.

   4.2. Upon termination of the Grant Agreement, the Sponsoring Institution will refund to the Neuroendocrine Tumor Research Foundation any awarded funds that were not spent as set forth in the Application.

“I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, and/or administrative penalties. I have read and agree to be bound by the Neuroendocrine Tumor Research Foundation’s Research Grant Policies and Procedures.”

__________________________________
Principal Investigator          Date

“I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, and/or administrative penalties. [____________________] has read and agree to be bound by the Neuroendocrine Tumor Research Foundation’s Research Grant Policies and Procedures.”

__________________________________  ________________________
Principal Investigator          Date          Sponsoring Institution     Date