

New Jersey Health Foundation Research Grants Letter of Agreement

New Jersey Health Foundation (NJHF) is pleased to award this grant in the amount of \$XX,XXX to support the work described in your application, NAME OF PROJECT (the Project). In accepting this grant, you agree to the following terms and conditions:

1. Use of Funds

Funds awarded by NJHF are to be used solely for the Project and are conditioned on the timely delivery of financial and narrative reports as set forth in the Policies and Procedures. NJHF agrees to pay the direct costs for this Project as set forth in the budget submitted with the application. Any unused funds at the end of the grant year must be returned to NJHF within one month from the submission of the final financial report. The grant will only be used for performing original research as long as the grantee remains an employee or appointee of his/her organization.

Requests for a change of grant period detailing the requested change and associated rationale must be submitted in writing to New Jersey Health Foundation for approval. Requests for changes in budget, senior personnel or scope of project must also be submitted to New Jersey Health Foundation for approval through the electronic portal. See the Policies and Procedures for detailed information. Failure to obtain prior approval for any changes in work timeline or budget may result in revocation of funding in whole or part.

Any portion of grant funds unexpended and not committed at the completion of the project or at the end of the grant period, including any authorized extension thereof, must be returned to New Jersey Health Foundation immediately upon submission of the final financial report.

2. Grant Timeline

If at any time circumstances arise that prohibit completion of the Project on schedule, you are required to notify NJHF immediately but not less than 30 days prior to the expiration date. NJHF will consider granting ONE no-cost extension per project on a case-by-case basis. To apply for a no-cost extension, the request must be submitted electronically and must include a progress report to date, an explanation for the delay of the completion of the project, plans to complete the project, an interim financial report indicating funds spent to date and an approval of the extension request from the Research Dean or authorized designee.

3. *Payment Schedule*

Subject to the foregoing conditions, grant recipients will receive 80% of their approved funding soon after notification of the grant award. **The remaining 20% will be provided following the electronic submission of two interim reports to New Jersey Health Foundation:**

1. An update on the progress of the project
2. A financial report indicating amount of funds spent to date

Following completion of the project, final narrative and financial reports will be due to **New Jersey Health** Foundation by the date specified in the award letter.

New Jersey Health Foundation Research Grant awards are made to the recipient's organization and not to the applicant directly.

4. *Publicity*

NJHF will, from time to time, undertake efforts to promote its activities and grants through many different modalities including but not limited to press releases, media contacts, email correspondence, web sites, and internal/external publications, including its annual report. Quotes from you and scientific information relative to your grant will be cleared with you prior to publication.

In addition, you are required to notify NJHF about any communication plans you have relative to your receipt of a grant through any of our grant programs. Please consult with the NJHF Vice President of Communications about any communications activities you propose, including but not limited to such media as organization publications, trade publications, newspapers, magazines, radio and television. Do not issue any public announcements about your project without prior approval from the NJHF Vice President of Communications. If contacted by a reporter, our expectation is that you will also discuss the importance of the grant in helping to advance your research. Please inform the NJHF Vice President of Communications of media interviews in which you are involved. Dale Heffler, Vice President of Communications, can be reached at dheffler@njhf.org.

We also require that all print, video, web site and audio materials related to the grant project or program (publications, conference presentations, etc.) must identify and credit New Jersey Health Foundation for its support indicating **“This research has been funded (or funded in part) by a grant from New Jersey Health Foundation.”**

5. *Intellectual Property*

All rights, title and interest in and to the intellectual property as a result of this Project are the property of the University or the grantees' organization, subject to certain rights reserved by the United States Government.

- NJHF wishes to evaluate the intellectual property to determine its interest in investing in any start-up company which would require a license for the aforementioned intellectual property.

NJHF has the right of first refusal for a period of 120 days after its acceptance of the final narrative report, to license the above-referenced intellectual property into a start-up company in which NJHF's affiliate, Foundation Venture Capital Group, may invest or sub-license it through a technology holding company to a third party.

6. *Miscellaneous*

You are solely responsible for complying with any and all applicable laws, regulations and policies relating to the Project.

This Agreement constitutes the entire agreement of the parties related to its subject matter and supersedes all prior agreements oral or written. This Agreement may not be modified, amended or waived except by written agreement of the parties.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Accepted and agreed to by:

NEW JERSEY HEALTH FOUNDATION

Name Date

PRINCIPAL INVESTIGATOR

Name Date

ORGANIZATION OFFICIAL

Name

Organization Name Date