

## Cancer Research Endowment Sample Grant Award Agreement (Non-Profit)

This agreement ("Agreement"), is entered into by the Cancer Research Endowment (CARE) Authority, ("Grantor"), a granting agency of the state of Washington, and [REDACTED] ("Grantee"), having an administrative office at [address, city, state, zip code]. The Grantor has contracted with Empire Health Foundation (EHF) as Program Administrator ("Administrator"), having offices at 1020 W Riverside Ave., Spokane, WA, 99201;

Grantor is authorized by statute of the state of Washington to make grants for the fundamental government purpose of promoting cancer research utilizing the best science and technology with the greatest potential to improve health outcomes, leveraging the state's existing cancer research facilities and talent, creating jobs, and encouraging investments that will advance the biotech, medical device, and health care information technology industries in Washington State;

Grantor intends to support the recruitment and retention of [Researcher Name], ("Distinguished Researcher"), and award funds to Grantee, [organization name], not to exceed \$500,000.00 to recruit and retain Distinguished Researcher to conduct cancer research in Washington State. The Grantee intends to support the Distinguished Researcher in accordance with the grant proposal submitted to Grantor;

Administrator will provide administrative services and support to Grantor through the grant award and post-award processes, including but not limited to:

- (a) Disbursing CARE funds in accordance with grant agreement and applicable law;
- (b) Monitoring Grantee progress through Financial and Progress Reports; and
- (c) Carrying out other activities as authorized by the Grantor.

NOW, THEREFORE, in consideration of the above and the mutual terms and conditions set forth below, Grantor and Grantee agree as follows:

### ARTICLE 1. EFFECTIVE DATE, GRANT PERIOD, AND ADMINISTRATION

This Agreement shall be effective on [January 4, 2018] ("Effective Date"). The activities set forth in the application submitted (Exhibit A) shall be performed during the period beginning on the Effective Date and ending [January 3, 2023] ("Grant Period") (5 years from Effective Date).

For purposes of this Agreement, any and all rights or obligations of Grantor as stated herein may be exercised, undertaken, or performed on its behalf by Administrator, if and to the extent determined by Grantor from time to time and communicated in writing to Grantee. When and to the extent so communicated, Grantee shall be entitled to rely on the representations, statements, and determinations made and/or conveyed by Administrator on Grantor's behalf.

### ARTICLE 2. DESCRIPTION OF DISTINGUISHED RESEARCHER PROJECT

2.1 Proposal. The grant awarded herein provides funding for the recruitment and retention of the Distinguished Researcher to carry out the research plan as described in the proposal submitted by Grantee to Grantor, entitled [Proposal name and reference number] ("Proposal"), which is attached to this Agreement as Exhibit A.

2.2 Milestones and Timeline. Grantee shall use its reasonable best efforts to complete the activities set forth in the Proposal. Grantee shall notify Grantor immediately, in writing, of any event that reduces or is likely to materially reduce Grantee's ability to undertake the activities set forth in the Proposal. Material

changes in the Proposal require the advance written approval of Grantor.

**2.3 Conduct under the Proposal.** Grantee shall allocate space, monies, personnel, and other resources as described within the Proposal to complete the activities set forth in the Proposal. Grantee's failure to make such allocations shall be deemed to be a termination of the activities set forth in the Proposal by Grantee. Termination of the activities set forth in the Proposal by Grantee is grounds for termination of this Agreement. In performing the activities set forth in the Proposal, Grantee shall maintain complete and accurate records of such activities, follow commonly accepted standards of workmanship, and comply with all relevant federal, state, or local laws and regulations, and Washington State executive orders. Without limiting the general requirement contained herein, Grantee shall comply with all federal and state laws relating to discrimination by employers or in public accommodations, receipt and disbursement of state and federal funds, tax reporting and withholding requirements, workers' compensation, and wage and hour laws.

**2.4 Key Personnel.** The activities set forth in the Proposal shall be carried out under the direction of the Grantee Organization's Responsible Party (ORP) (e.g., Dean, Division Head, Chief Executive Officer) as identified in Article 19, who shall select and supervise other participants as needed. The ORP should be a high-ranking official who has the authority and accepts overall responsibility for grant implementation and reporting. Key Personnel are those individuals, other than the ORP, who are essential to performing the activities set forth in the Proposal. The ORP shall be responsible for administering the Grant (as defined in Section 3.1) in accordance with the terms and conditions of this Agreement, supervising the activities set forth in the Proposal, submitting progress reports to Grantor in a timely manner, overseeing personnel matters and disbursement of Grant funds, and responding to any inquiries from Grantor related to progress or financial reports or to an audit of expenditures under the Grant. The ORP shall sign or otherwise authorize all progress reports and requests made pursuant to this Agreement.

In the event that during the Grant Period the Grantee is unable to recruit and retain the Distinguished Researcher, or the Distinguished Researcher changes his or her employment status with Grantee, relocates outside of Washington, or otherwise is unable to fulfill the role of Distinguished Researcher as described in the Proposal, Grantee shall notify Grantor in writing 30 days prior to such event, or as soon as practical. Any of these events are grounds for termination of this agreement.

In the event that during the Grant Period the ORP, Distinguished Researcher, or other individuals performing the activities set forth in the Proposal: (a) are debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency, including, but not limited to the U.S. Food and Drug Administration ("FDA"), or under any federal statute or regulation, including, but not limited to the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C.; or (b) are otherwise subject to restrictions or sanctions by any other governmental agency or professional body with respect to the performance of scientific or clinical investigations; or (c) have otherwise been disqualified or suspended from performing activities substantially the same as those set forth in the Proposal; Grantee shall immediately notify Grantor in writing. Debarment, ineligibility, exclusion, or other disqualification or suspension of the ORP, Distinguished Researcher, or other individuals set to perform the activities set forth in the Proposal from actually performing such activities are grounds for termination of this Agreement.

**2.5 Control of Proposal.** Control of the activities set forth in the Proposal shall rest with Grantee.

**2.6 Subcontractors, Collaborators, and Service Providers.** For the purposes of this Agreement:

- (a) the term "Subcontractor" is defined as an individual or organization that will conduct a portion of the activities set forth in the Proposal and will be paid by Grantee from the Grant

on a cost reimbursement basis.

- (b) the term "Collaborator" is defined as an individual or organization that is key to the design, conduct, and reporting of the activities set forth in the Proposal and will not be paid by Grantee from the Grant.
- (c) the term "Service Provider" is defined as an individual or organization, including but not limited to, contract research organizations ("CROs"), that will conduct a portion of the activities set forth in the Proposal and will be paid by Grantee from the Grant on a fee-for-service basis.

Subject to the terms of this Agreement, Grantee may engage third party Subcontractors, Collaborators, and Service Providers in performing the activities set forth in the Proposal. Grantee shall be responsible for the performance of all such Subcontractors, Collaborators, and Service Providers and for ensuring that their work is consistent with the terms and conditions of this Agreement. Grantee warrants that it shall enter into written agreement(s) with all such Subcontractors, Collaborators, and Service Providers as specified in the Proposal. Among other provisions, such agreement(s) shall allow for the allocation of the rights that Grantee and Subcontractors, Collaborators, and Service Providers shall have in any intellectual property developed in performing the activities set forth in the Proposal and shall identify which of the parties shall be responsible for commercialization of such intellectual property. No privity of contract exists between Grantor and Subcontractors, Collaborators, and Service Providers.

2.7 Title to Equipment and Computers. Title to equipment and computers purchased under the Grant shall be vested in Grantee, on condition that such equipment and computers are used for performance of the activities set forth in the Proposal. Failure to keep equipment and computers available for such activities during the Grant Period is grounds for termination of this Agreement. Grantee may make equipment and computers available for use in other research and development activities as long as such use does not interfere with completion of the activities set forth in the Proposal.

### ARTICLE 3. FUNDING AND PAYMENT

3.1 Funding. Grantor shall award funding to Grantee in an amount not to exceed \$500,000.00 (the "Grant") to complete the activities set forth in the Proposal. Grantee shall allocate the Grant according to the budget ("Budget") shown in Exhibit B. Disbursement of funds shall be subject to Grantee's compliance with all terms and conditions set forth in this Agreement and Grantee's ability to secure 1:1 matching non-state or private contributions. Proof of non-state or private matching contributions may be accomplished by either:

- (a) Evidence of deposit into the CARE fund; or
- (b) A written, binding, enforceable agreement from the contributor that commits an equal or greater amount of non-state or private contributions to the CARE fund, and that acknowledges that the state match CARE funds are contingent upon this contribution (Certification of Non-State Matching Contributions (Exhibit C)).

The obligation of Grantor to disburse funds to Grantee under this Article 3 is contingent upon Grantor having sufficient funds and expenditure authorization and authority under state or federal laws, regulations, or guidelines to do so, as determined by Grantor.

3.2 Pre-Award Costs. Grantor shall not provide CARE funds to Grantee for expenditures made prior to the Effective Date unless the expenditures were included in the approved Budget (Exhibit B).

3.3 Allowable Costs. Costs allowable under the Grant are based on the Budget and shall be consistent with Grantee's policies. Allowable costs shall include costs incurred by Grantee from the Effective Date, or as outlined in the Budget, until completion of the activities set forth in the Proposal, expiration of the Grant Period, or notice of termination of this Agreement, whichever is earliest.

As such, all costs (salaries, equipment, etc.) that advances the scholar's research as detailed in the approved Proposal are allowable. Other costs associated with unique recruitment efforts to attract the Distinguished Researcher to Washington State will be considered.

The expenditure of CARE funds related to the recruitment and retention of the Distinguished Researcher as detailed in the budget and proposal must be drawn down at the same rate as non-state match funds.

Expenditures related with community service, teaching, or clinical activities beyond those required for performing the activities set forth in the Proposal, and costs not included in the approved Budget are not allowable without prior Grantor approval.

3.4 Unallocated Costs. In the event that the Budget includes funds for activities whose costs or nature cannot be accurately determined as of the Effective Date, Grantee shall not encumber such funds for expenditure without the advance written approval of Grantor. In seeking Grantor's approval, Grantee shall provide a detailed written description of how such funds are to be spent and the time period during which the expenditures are to be made.

3.5 Budget Modifications. Grantee shall seek the advance written approval of Grantor for expenditures that are not within the Budget or any changes to the Budget that directly impact the Proposal. Such approval shall be requested in writing by Grantee's Authorized Official (as identified in Article 19). Monetary shifts of less than 25% of the amount within a category of the Budget may be made between categories without advance written approval of Grantor.

3.6 Payments. Grantor shall disburse the Grant to Grantee to perform the activities set forth in the Proposal on a 1:1 match basis upon receipt of proof of non-state match funds submitted to and approved by Grantor. Grantee shall complete and send a signed W-9 form to Grantor for payments to commence.

3.7 Annual Financial Reports. Grantee shall summarize expenditures related to the approved budget in the Proposal, including expenditures of CARE funds, matched non-state funds, and additional leveraged funds, during each year of the Grant Period (hereinafter "annual period") in an annual financial report ("AFR") submitted to Grantor. The first AFR shall be due no later than 60 days after the end of the first annual period (one year from the Effective Date); subsequent reports shall be due no later than 60 days after the end of each annual period thereafter. Grantee shall submit a final financial report to Grantor no later than 60 days after expiration of the Grant Period or termination of this Agreement, whichever is earliest. AFRs shall include all expenditures made since the end of the previous annual reporting period. AFRs shall be signed by Grantee's Authorized Official certifying that all expenditures are directly related to performance of the activities set forth in the Proposal and the Budget. Grantee is not eligible to apply for future CARE funds until all reporting requirements from active or previous CARE grants have been met.

3.8 Method of Provision and Content. Financial reports shall be submitted electronically through Grantor's online progress report system. Grantor reserves the right to periodically change the format and required content of financial reports and Grantee shall submit such reports using Grantor's most current online system. A sample financial report template can be found in Exhibit D.

3.9 No-Cost Extensions. In the event that unexpended funds remain at the end of the Grant Period, and

there are remaining activities to be accomplished within the Proposal, Grantee may request an extension of the Grant Period to allow Grantee to accomplish such activities. Such requests shall be submitted in writing by Grantee's Authorized Official at least 60 days prior to the end of the Grant Period and shall include a justification for extension, an estimate of the unexpended funds remaining at the end of the Grant Period, and a revised Budget and Proposal. The decision to approve an extension is subject to the sole discretion of Grantor, with such extension granted in a single annual increment. In the event that Grantor does not approve Grantee's request to re-allocate unexpended funds remaining at the end of the Grant Period, expenditure authority for such funds shall revert to Grantor. Grantee shall return all unexpended and unobligated CARE funds to Grantor within 30 days of decision.

**3.10 Budget Surpluses.** Should any unexpended funds remain within the Budget after Grantee has completed the activities set forth in the Proposal ("Budget Surplus"), as solely determined by Grantor, Grantee may request that such Budget Surplus be allocated to support new activities. Such new activities shall be consistent with the nature and goals of the Proposal, and authority to spend a Budget Surplus on such activities shall require advance written approval of Grantor. Budget Surplus allocation requests shall be submitted in writing by Grantee's Authorized Official within 60 days of completing the activities set forth in the Proposal or 60 days prior to the end of the grant period, whichever is earliest, and shall include a revised Proposal that includes a detailed description of the activities to be performed utilizing the Budget Surplus, the timeline for conducting the activities, and a budget and a justification detailing how the Budget Surplus will be allocated. The final amount of such Budget Surplus, and any extension of the Grant Period, shall be determined by Grantor upon Grantee's timely submission of the relevant AFR and a revised Proposal. Grantor reserves the right to refer Budget Surplus allocation requests for outside expert review, the cost of which shall be deducted from the Budget Surplus. In the event that Grantor does not approve Grantee's request to spend a Budget Surplus, expenditure authority for such funds shall revert to Grantor. Grantee shall return all unexpended and unobligated CARE funds to Grantor within 30 days of decision.

#### ARTICLE 4. PROGRESS REPORTS

**4.1 Format and Schedule.** Grantee shall provide to Grantor regular written and oral reports describing Grantee's progress on the activities set forth in the Proposal. Grantee shall submit Annual Progress Reports (APR) reports to Grantor annually with the AFR (3.7). The first APR shall be due no later than 60 days after the end of the first annual period (one year from the Effective Date); subsequent reports shall be due no later than 60 days after the end of each annual period thereafter. All reports shall be provided by the ORP and shall detail the activities of Grantee, Distinguished Researcher, and Grantee's Subcontractors, Collaborators, and Service Providers during the period covered by the report. Grantee shall submit a final written progress report to Grantor no later than 60 days after expiration of the Grant Period or termination of this Agreement, whichever is earliest. Grantee is not eligible to apply for future CARE grant funds until all reporting requirements from active or previous CARE grants have been met.

**4.2 Method of Provision and Content.** Written progress reports shall be submitted electronically through Grantor's online progress report system. Grantor reserves the right to periodically change the format and required content of written progress reports and Grantee shall submit such reports using Grantor's most current online template. A sample APR template can be found in Exhibit E.

All progress reports shall be of sufficient detail to allow Grantor to assess progress made on completing the activities set forth in the Proposal and how such activities contribute to Grantor's mission. The annual progress reports should illustrate the leveraging effect achieved by the Grant, to include, but not limited to, research accomplishments, additional leveraged research funding, and job creation in Washington state. In the event that Grantor determines that a progress report lacks sufficient detail, Grantee shall

provide Grantor with additional detail in a timely manner as may be requested by Grantor. Grantee shall also disclose in writing to Grantor any problems, delays or adverse conditions which may materially affect its ability to complete the activities set forth in the Proposal. Such disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from Grantor to resolve the situation. Information in the APR is received by the Grantor with the understanding that it shall be used or disclosed for the sole purpose of monitoring the Grantee's progress related to the Proposal or as required by law. Administrator and Grantor shall hold all progress reports confidential, subject to the public disclosure laws of the state of Washington (Chapter 42.56 RCW). If a records request is made to the Administrator or Grantor, the Grantor shall notify the Grantee, and allow the Grantee an opportunity to seek a protective order.

Due to the confidentiality and public disclosure requirements, it is advisable that Grantees refrain from sharing any confidential information with the Grantor and Administrator, to the extent that such information, if revealed, would reasonably be expected to result in private loss to the providers of this information.

Upon the reasonable prior written request of Grantor and prior to expiration of the Grant Period, Grantee shall provide oral progress reports or arrange site visits or in-person briefings at a mutually agreed upon time and place to enable Grantor to assess the impact of the Grant.

4.3 Post-Award Progress Reports. Commencing on the first anniversary of submission of the final written progress report and through the second anniversary of submission of such final report, the Grantee shall provide post Grant Period written progress reports similar in scope to those produced during the Grant Period, to include but not limited to, the Grantee's post-Grant Period research, development, and commercialization activities; additional leveraged funds; and jobs created related to the Proposal.

## ARTICLE 5. ACCOUNTING AND AUDITING

5.1 Accounting. Grantee agrees to maintain books and records documenting the expenditure of the Grant in accordance with generally accepted accounting principles and shall make such books and records available to Grantor and its representatives for review, upon reasonable request, for a period of six years following expiration of the Grant Period. If there are unresolved audit questions at the end of such retention period, Grantee shall further retain such records until the questions are resolved.

5.2 Audits. Grantor reserves the right at reasonable times and during normal business hours to audit Grantee's financial records related to the Grant, or have such records audited, during the Grant Period or for six years thereafter. Grantor shall bear the expenses for such audit unless the audit reveals that funds were spent for purposes unrelated to the activities in the Proposal, as set forth in the Budget, in which case Grantee shall reimburse Grantor for such audit costs. If as a result of an audit Grantor reasonably concludes that funds were spent for purposes unrelated to the Proposal, as set forth in the Budget, Grantor shall be entitled to a refund of such funds, including interest at the statutory rate on the amount refunded. Grantee shall return such funds, including any applicable interest, to Grantor within 30 days of Grantor's written demand.

## ARTICLE 6. INTELLECTUAL PROPERTY

6.1 Policies and Management. The Grant supports the recruitment of distinguished researchers to participate in research and development to enhance competitiveness, improve health and health care, and foster economic development in Washington State. Grantor and Grantee recognize that discoveries and developments having public health, scientific, business, or commercial application or value may be

made in the course of performing the activities set forth in the Proposal. Grantor and Grantee desire that such discoveries and developments be administered in such a manner that they are brought into public use at the earliest possible time. Grantor and Grantee recognize that this may be best accomplished through patenting, copyrighting, trademarking and/or licensing such discoveries and developments. In accepting the Grant, Grantee warrants that it has policies in place regarding ownership and management of intellectual property. Grantee further warrants that it has expertise in management of intellectual property, including evaluating invention disclosures, patenting and licensing, or in the absence of such expertise, that it shall engage individuals or entities, acceptable to Grantor, having such expertise to assist it in managing any Inventions (as defined in Section 6.2).

**6.2 Invention Reporting.** "Invention" is any discovery, material, method, process, product, program, software or use, whether or not patented or patentable or copyrighted or copyrightable, that is conceived or made in the course of performing the activities set forth in the Proposal. Grantee's office of technology transfer, or equivalent entity, shall electronically report each Invention to Grantor using Grantor's online system. Grantee shall regularly update such Invention report, using Grantor's online system, to provide information regarding the management of such Invention, including Grantee's activities regarding protection of the Invention as intellectual property, licensing or other transfer of rights regarding the Invention, and cumulative receipt of Invention Income (as defined in Section 6.4). Information in the Invention Report is received by the Grantor with the understanding that it shall be used or disclosed for the sole purpose of monitoring the Grantee's progress related to the Proposal or as required by law. Administrator and Grantor shall hold all invention reports confidential, subject to the public disclosure laws of the state of Washington (Chapter 42.56 RCW). If a records request is made to the Administrator or Grantor, the Grantor shall notify the Grantee, and allow the Grantee an opportunity to seek a protective order.

Due to the confidentiality and public disclosure requirements, it is advisable that Grantees refrain from sharing any confidential information with the Grantor and Administrator, to the extent that such information, if revealed, would reasonably be expected to result in private loss to the providers of this information.

Invention reports shall commence with Grantee's first Annual Progress Report, and subsequent reports shall be provided to Grantor at intervals not to exceed 12 months from submission of the previous report. Invention reports shall terminate with expiration of the CARE Authority.

**6.3 Ownership and Disposition.** Grantor claims no ownership rights in any Inventions, however, the Grantor must be listed as a funder on all patent or copyright applications. Grantee agrees to use its reasonable best efforts to make Inventions available to the public on reasonable terms and in a timely basis. If Grantor believes that Inventions are not being made available to the public on reasonable terms and in a timely basis, Grantee shall work with Grantor in good faith to ensure that Inventions become publicly available on reasonable terms and in a timely basis.

**6.4 Diligence.** In licensing or otherwise transferring an Invention to a third party, Grantee shall include provisions in the license or transfer document obligating such third party to commercialize, or otherwise make available for public use, the Invention in a diligent manner and include appropriate diligence requirements and milestones, and shall enforce the compliance of such third party with such diligence requirements and milestones. The terms and conditions of this Article 6 shall apply to any third party to whom Grantee has assigned ownership rights to an Invention. All agreements between Grantee and such third-party assignees shall include a provision specifically requiring that such assignees meet the obligations imposed upon Grantee under this Article 6.

6.5 Jointly Funded Inventions. If any Invention is made with the joint support of Grantor and another funding organization and such other organization has an intellectual property policy that conflicts with Grantee's obligations under this Agreement, Grantor and Grantee shall negotiate in good faith a mutually satisfactory resolution of the conflict.

6.6 Subcontracts. The terms and conditions of this Article 6 shall apply to Grantee's Subcontractors under this Agreement, including but not limited to, reporting of Inventions made by such Subcontractors to Grantor. All agreements between Grantee and its Subcontractors shall include a provision specifically requiring that such Subcontractors meet the obligations imposed upon Grantee under this Article 6.

#### ARTICLE 7. CONFLICT OF INTEREST

Grantee represents and warrants that it has a conflict of interest policy, including but not necessarily limited to any financial conflict of interest policy, as required by the U.S. Department of Health and Human Services (DHHS)/Public Health Services (PHS), in place applicable to performing the activities set forth in the Proposal and that it has taken reasonable steps to inform the Distinguished Researcher and all personnel performing such activities of the policy and requirements for complying with its terms. In accepting the Grant, Grantee represents that it has advised the Distinguished Researcher and Grantee's personnel performing the activities set forth in the Proposal that they are required to disclose, in accordance with the foregoing policy, any potential financial conflicts of interest associated with their participation in such activities to Grantee and that it has received such disclosures or received an affirmative statement that there are no conflicts to disclose. Grantee further represents that it has eliminated or mitigated all disclosed financial conflicts consistent with the terms of its policy. Grantee shall take reasonable measures to ensure that its Subcontractors performing activities set forth in the Proposal are aware of and have agreed to comply with the provisions of this Article 7.

At execution of this Agreement, Grantee shall provide to Grantor the completed and executed Conflict of Interest Report Form found in Exhibit F regarding any potential financial conflicts of interest associated with personnel performing the activities set forth in the Proposal and further attesting to (1) Grantee's receipt of disclosures from such personnel that, at a minimum, confirm understandings of Grantor as stated in Exhibit F, and (2) elimination or mitigation of all disclosed potential conflicts of interest.

In the event that new conflicts of interest are disclosed during the course of performing activities set forth in the Proposal, Grantee shall report such disclosures in writing to Grantor in a timely manner using the procedure specified within this Article 7.

Upon the request of Grantor, Grantee shall provide, in writing, information about any financial conflicts of interest that have been disclosed subject to this Article 7, or that have been identified by Grantor in Exhibit F, and about how such disclosed or identified conflicts have been eliminated or mitigated.

#### ARTICLE 8. PRESENTATIONS, PUBLICATIONS, AND PUBLICITY BY GRANTEE

The parties recognize that the results from performance of the activities set forth in the Proposal may be publishable and agree that the persons performing such activities shall be permitted, and are expected, to present the methods and results at symposia and professional meetings and to publish in journals, theses or dissertations, or otherwise, in a manner of their own choosing. Following any such publication, copies shall be submitted by Grantee to Grantor.

Furthermore, the Grantee agrees to acknowledge the support of Grantor in public statements, all written materials, and public disclosures related to the activities set forth in the Proposal, including but not



limited to publications, press releases, brochures, websites, newsletters, and annual reports. When possible, the Grantor requests an opportunity to review publicity materials at least two weeks prior to publication. Publicity of CARE investment and CARE supported impact is highly encouraged, as this will be important to encourage and secure ongoing public and private contributions to the CARE Fund.

#### ARTICLE 9. REPRESENTATIONS OF GRANTEE AUTHORITY AND STATUS

In accepting the Grant, Grantee makes the following representations and warranties:

- (a) Grantee is an organization exempt from Federal income tax and will notify Grantor immediately of any change or expected change in its status as an organization exempt from Federal income tax;
- (b) Grantee has authority to enter into this Agreement and to incur and perform the obligations herein and the signatories to this Agreement are authorized to execute this Agreement on behalf of Grantee;
- (c) The Distinguished Researcher, or other individuals performing the activities set forth in the Proposal are not currently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency, including, but not limited to the U.S. Food and Drug Administration ("FDA"), or under any federal statute or regulation, including, but not limited to the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C.; and are not otherwise currently subject to restrictions or sanctions by any other governmental agency or professional body with respect to the performance of scientific or clinical investigations; and are not currently otherwise disqualified or suspended from performing activities substantially the same as those set forth in the Proposal; and
- (d) To the best of its knowledge, Grantee is not aware that the execution, delivery, and performance of this Agreement by Grantee conflicts with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, or violates any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

#### ARTICLE 10. USE OF HUMAN SUBJECTS AND VERTEBRATE ANIMALS

**10.1 Human Subjects.** In the event that activities set forth in the Proposal involve the use of human subjects, Grantee shall ensure that all performance sites operate under an appropriate Office of Human Research Protections (OHRP)-approved assurance for the protection of human subjects and comply with all Department of Health and Human Services human subjects-related policies and any other applicable laws or regulations. In accepting a Grant involving human subjects use in activities set forth in the Proposal, Grantee warrants that, prior to their commencement, such activities shall be reviewed and approved by the applicable oversight body as compliant with federal, state, and local government regulations to protect the rights, well-being, and personal privacy of human subjects in research. Upon request by Grantor, Grantee shall provide documentation of review and approval by the applicable oversight bodies of all human subjects activities set forth in the Proposal.

**10.2 Vertebrate Animals.** In the event that activities set forth in the Proposal involve the use of vertebrate animals, Grantee shall ensure that all performance sites hold Office of Laboratory Animal Welfare (OLAW)-approved assurances. In accepting a Grant involving vertebrate animal use in activities set forth in the Proposal, Grantee warrants that, prior to their commencement, such activities shall be reviewed

and approved by the applicable oversight body as compliant with federal, state, and local government regulations to humanely, efficiently, effectively, and legally use live vertebrate animals in research. Upon request by Grantor, Grantee shall provide documentation of review and approval by the applicable oversight bodies of all vertebrate animal activities set forth in the Proposal.

## ARTICLE 11. TERMINATION

11.1 Termination by Grantor. Grantor shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events, with Sections 11.1(c) – (p), each referred to herein as a “Grantee Termination Event”:

- (a) failure of Grantor to receive sufficient funds or expenditure authorization to meet its payment obligations under this Agreement; or
- (b) Grantor's lack of authority to provide funding for the activities set forth in the Proposal due to modification, change, or interpretation of state or federal laws, regulations, or guidelines; or
- (c) Grantee's termination of the activities set forth in the Proposal; or
- (d) failure of Grantee to meet the goals set out within the Proposal in a timely manner; or
- (e) failure of Grantee to render progress reports, invention reports, or financial reports to Grantor as required by this Agreement; or
- (f) Distinguished Researcher, or other participants performing the activities set forth in the Proposal (a) have been debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency, including, but not limited to the U.S. Food and Drug Administration (“FDA”), or under any federal statute or regulation, including, but not limited to the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C.; or (b) have otherwise been subject to restrictions or sanctions by any other governmental agency or professional body with respect to the performance of scientific or clinical investigations; or (c) have otherwise been disqualified or suspended from performing activities substantially the same as those set forth in the Proposal; or
- (g) in the case of the replacement of the Distinguished Researcher or a member of the Key Personnel, failure of Grantee to identify an alternate, acceptable to Grantor; or
- (h) in the case where the applicant's, or Distinguished Researcher's, principal activities move outside the state of Washington; or
- (i) the insolvency of Grantee; or
- (j) any assignment by Grantee of substantially all of its assets for the benefit of creditors; or
- (k) the institution of any proceeding by Grantee or a third party under any reorganization, bankruptcy, insolvency, or moratorium law; or
- (l) placement of Grantee's assets in the hands of a trustee or a receiver unless the receivership or trust is dissolved within 30 days thereafter; or
- (m) a change in Grantee's status as an organization exempt from Federal income tax; or
- (n) failure of Grantee to comply with federal or state law applicable to the activities set forth in the Proposal; or
- (o) failure of Grantee to make equipment purchased or leased with funds disbursed pursuant to this Agreement available for the activities set forth in the Proposal; or
- (p) Grantee's breach of any other material term or condition of this Agreement.

11.2 Exercise. Grantor may terminate this Agreement by giving Grantee or Grantee's trustees, receivers, or assigns, 30 days advance written notice. Upon the expiration of such period, this Agreement shall automatically terminate unless Grantee reports in writing that it has cured each applicable Grantee Termination Event and Grantor has acknowledged that it accepts the cure. Upon notice by Grantor to Grantee of termination under a Grantee Termination Event, no CARE funds shall be obligated for any

expenses incurred by Grantee on or after the date of such notice until such event has been cured. Nothing herein shall be construed to release Grantor from any obligation to provide CARE funds to Grantee for allowable costs incurred prior to the date of such notice. Unexpended and unobligated CARE funds shall be returned to the CARE fund within 30 days of termination of this Agreement. In the event that Grantee fails to cure a Grantee Termination Event within the applicable cure period, Grantor shall be entitled to CARE funds obligated by the Grantee for expenses incurred by Grantee during such cure period.

**11.3 Termination by Grantee.** Grantee may terminate this Agreement at its sole discretion during the Grant Period upon two months advance written notice to Grantor. If this Agreement is so terminated, Grantee shall return all CARE funds not expended or obligated at the time of written notice. Repayment of funds from Grantee to Grantor shall be within 30 days of termination of this Agreement. In the event of Grantee's termination of this Agreement, Grantor shall be entitled to take title and possession of any equipment purchased under the Grant

**11.4 Effects.** Upon termination of this Agreement, Grantor shall have no further obligation to disburse grant funds to Grantee, whether or not the entire Grant has been disbursed to Grantee, and Grantee's authority to expend previously disbursed grant funds shall end. In the event that this Agreement is terminated for any reason whatsoever, and no later than 60 days after the effective date of termination:

- (a) Grantee shall promptly return any unexpended funds, including interest, to Grantor; and
- (b) Grantee shall refund to Grantor any funds spent for purposes other than the activities set forth in the Proposal and the Budget; and
- (c) Upon Grantor's request, Grantee shall transfer title to Grantor for all equipment purchased under the Grant; and
- (d) Grantee shall provide Grantor, in writing, with a final report of the activities performed in attempting to meet the Proposal and a final financial report.

Nothing herein shall be construed to release Grantee from any obligation which matured prior to the effective date of such termination or to waive any rights Grantor may have to recover damages incurred by it as a result of Grantee's breach of the Agreement.

**11.5 Survival.** All terms and provisions of this Agreement which by their nature are intended to be observed and performed after the expiration or termination of this Agreement shall survive such expiration or termination, and shall continue in full force and effect. Without limiting the generality of the foregoing, the following provisions of this Agreement shall survive any expiration or termination: Article 3, Funding and Payment; Article 4, Progress Reports; Article 5, Accounting and Auditing; Article 6, Intellectual Property; Article 8, Presentations and Publications by Grantee; Article 11, Termination; Article 12, Communications and Public Disclosures by Grantor; Article 13, Responsibility for Loss/Indemnification; Article 14, Failure to Enforce; Article 15, Relationship of the Parties; Article 16, Governing Law; Article 17, Assignment; Article 18, No Oral Modifications; Article 19, Notices; Article 20, Entire Agreement; Article 21, Force Majeure; Article 22, Severability; Article 23, Disputes; and Article 24, No Third Party Beneficiaries.

## ARTICLE 12. COMMUNICATIONS AND PUBLIC DISCLOSURES BY GRANTOR

Grantor reserves the right to publicly disseminate information about this grant and Grantee's activities as set forth in the Proposal in public reports, on its website, in press releases, speaking engagements, and other public venues. Grantor shall not publicly disclose information that has been marked as proprietary or confidential if such information has not been previously disclosed to the public. From time to time Grantor may request Grantee or ORP to assist Grantor with such communications and public disclosures pertaining to the activities set forth in the Proposal. Such assistance provided by Grantee or ORP shall be

at reasonable times and locales and at Grantor's expense.

**ARTICLE 13. RESPONSIBILITY FOR LOSS/INDEMNIFICATION; (Use for state entities)**

To the fullest extent permitted by law, each party to this Agreement agrees to indemnify and to hold harmless the other party (including without limitation Administrator) from damage to persons or property resulting from negligence on the part of itself, its employees and officers, its agents, its Subcontractors, Collaborators, and Service Providers in the performance of obligations under this Agreement. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

**ARTICLE 13. RESPONSIBILITY FOR LOSS/INDEMNIFICATION (Use for non-state entities)**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's officers, directors, agents, employees, and representatives (including without limitation Administrator) from and against all claims, injuries, loss, liability and expense (including reasonable attorneys' fees) resulting from the performance of the activities contemplated by, arising from, or taken in connection with the performance of the Proposal as contemplated by this Agreement. Grantee's obligations pursuant to this Article 13 shall include without limitation any claim by Grantee's officers, directors, agents, employees, and representatives (including without limitation its Subcontractors, Collaborators, and Service Providers).

"Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee's obligations to indemnify, defend, and hold harmless include any claim by Grantee's agents, employees, representatives, or any sub-contractor or its employees.

**ARTICLE 14. FAILURE TO ENFORCE**

The failure of Grantor at any time, or for any period of time, to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or as a waiver of the right of Grantor thereafter to enforce each and every such provision.

**ARTICLE 15. RELATIONSHIP OF THE PARTIES**

The relationship of the parties is that of independent contractors. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture. Neither party is authorized or empowered to act as an agent for the other party for any purpose and neither party shall be bound by the acts or conduct of the other party.

**ARTICLE 16. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the state of Washington.

#### ARTICLE 17. ASSIGNMENT

This Agreement shall not be assigned by Grantee without the advance written consent of Grantor and any attempted assignment shall be null and void. Grantor may assign this Agreement subject to authorization by statutory amendment or CARE action. Upon such assignment, Grantor's assignee shall accept all rights and assume all obligations herein.

#### ARTICLE 18. NO ORAL MODIFICATIONS

This Agreement may not be changed, modified or amended except by express written agreement of the parties executed by their authorized representatives.

#### ARTICLE 19. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, electronic transmission using electronic mail or Grantor's online systems, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered. Communications by Grantee to Grantor using Grantor's online systems as required under this Agreement shall be effective upon Grantee's receipt of confirmation that such communications have been received by Grantor. Communications by electronic mail shall be effective upon the sender's receipt of confirmation from the recipient that such communications have been received.

##### **Notices to Grantor:**

Sarah Lyman  
Empire Health Foundation  
1020 W Riverside Avenue  
Spokane, WA 99201  
Tel: 509-315-2314  
Fax:  
Email: sarah.lyman@empirehealthfoundation.org

##### **Notices to Grantee Organization's Responsible Party:**

Name:  
Title:  
Organization: Address:

Tel:  
Fax:  
Email:

##### **Notices to Grantee: Authorized Official**

Name:  
Title:

CARE Reference No.:  
Organization's Responsible Party:  
Organization:

Organization: Address:

Tel:  
Fax:  
Email:

**Notices to Grantee: Financial Official**

Name:  
Title:  
Organization: Address:

Tel:  
Fax:  
Email:

**ARTICLE 20. ENTIRE AGREEMENT**

This Agreement and the Exhibits attached hereto express the entire understanding of the parties with reference to the subject matter hereof, and supersede any prior or contemporaneous representations, understandings and agreements, whether oral or written. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement be construed against its drafter shall not be applicable to this Agreement.

**ARTICLE 21. FORCE MAJEURE**

Neither Grantor nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes and war which is beyond, respectively, Grantor's or Grantee's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**ARTICLE 22. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**ARTICLE 23. DISPUTES**

The parties agree that, in the event of a dispute between them arising from, concerning, or in any way related to this Agreement, they shall undertake good faith efforts to resolve the matter amicably. The parties agree that neither shall initiate an action in court or an administrative tribunal against the other without giving 30 days' notice of its intent, so that the parties may attempt to resolve the issues without resort to litigation.

**ARTICLE 24. NO THIRD-PARTY BENEFICIARIES**

Grantor and Grantee are the only parties to this Agreement and, except to the extent that Grantor has delegated to Administrator the authority to act on Grantor's behalf in enforcing its rights and interests

CARE Reference No.:  
Organization's Responsible Party:  
Organization:

hereunder, Grantor and Grantee are the only parties entitled to enforce its terms. The parties agree that Grantee's performance under this Agreement is solely for the benefit of Grantor to enable it to accomplish its fundamental governmental purpose. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any third party standing to sue to enforce this Agreement.

NOW, THEREFORE, agreement to the terms stated above is indicated by signatures affixed below.

**Organization: Grantee**

By:

Name:

Title:

Date:

**Organization: Cancer Research Endowment Board**

By:

Name:

Title:

Date:

**Grantee Organization's Responsible Party**

I have read, understand, and consent to the terms of this Agreement

By:

Name:

Title:

Date:

Acknowledged as of \_\_\_\_ day of \_\_\_\_\_, 201\_\_

**EMPIRE HEALTH FOUNDATION, as Administrator:**

By:

Name: Sarah Lyman

Title: CARE Interim Executive Director

CARE Reference No.:  
Organization's Responsible Party:  
Organization:

Exhibit A: Proposal

Insert any relevant notes concerning proposal corrections or revisions which occurred between final submission and final award by CARE Board.

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CARE Reference No.:  
Organization's Responsible Party:  
Organization:

Exhibit B: Budget

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CARE Reference No.:  
 Organization's Responsible Party:  
 Organization:

**Exhibit C: Certification of Non-State Matching Contributions**

This is to certify that non-state of Washington matching funds as described below are available and committed to the recruitment, retention, and research of [Distinguished Researcher] during the proposed Grant Period, January 4, 2018 to January 3, 2023. The availability and commitment of the below funds is contingent on the award of CARE Distinguished Researcher Grant.

Match Funds	Amount (\$)
Applicant Match Funds	
Third Party Match Funds	
Total Match Funds	
Total Requested CARE Funds	

Please list the source of match funds

Source of Non-State Match	Amount (\$)

\*If the match is achieved with a third-party grant award, please attach the grant award letter that includes the research title and grant award amount.

The undersigned certifies that no Washington State funds are being used to achieve the 1:1 match of the requested CARE funds as required under the CARE Distinguished Researchers Grant Program.

Grantee Organization	
Signature	
Grantee Authorized Official Name	
Title	
Date	

Exhibit D: Annual Financial Report Template

The Cancer Research Endowment (CARE) Fund shall review grant award expenditures reported by CARE grantees to determine whether expenditures adhere to the grant award agreement and are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds, and are in line with the budget proposed in the grant application. A financial report must be submitted annually, regardless of whether there is new reportable information.

Annual Financial Status Report (FSR)

1. Distinguished Researcher Name [First, MI, Last]
2. Researcher start-date or expected start-date [mm/dd/yy]
3. Reporting Period [mm/dd/yy–mm/dd/yy]
4. Grantee Organization Name
5. Grantee Organization Mailing Address
6. Grantee Organization Physical Address (if different than mailing)
7. Point of contact regarding progress report [Full Name; Division; Department; Title; Email; Phone]
8. Grantee Organization certifies it has been in compliance with the grant award contract terms and conditions. [Yes/No]
9. Budget Expenditures. Please complete the table below. The grant expenditures should reflect the total recruitment budget as proposed in the grant application. The non-state matching expenditures should reflect all qualifying match funds, including those beyond the minimum 1:1 match requirement. [Note: Total expenditures does not need to equal the sum of CARE and non-state CARE match funds expenditures, as funds that do not qualify as a non-state match may have been used.]

	Reporting Year			Previous Years (cumulative)			Cumulative		
	Total Expenditure	CARE funds	Non-state CARE match funds*	Total Expenditure	CARE	Non-state CARE match	Total Expenditure	CARE	Non-state CARE match
Personnel & Employee Benefits									
Equipment									
Travel & Relocation									
Supplies & Materials									
Publication Costs									
Purchased Services									
Major & Minor Renovations									
Other									
<b>Total Direct Recruitment Expenses</b>									
<b>Indirect Recruitment Expenses</b>									
<b>Total Recruitment Expenses</b>									

CARE Reference No.:  
 Organization's Responsible Party:  
 Organization:

\* Include all qualifying non-state match expenditures, even if it exceeds CARE grant expenditures for the specific category.

10. Please provide a detailed, but brief explanation of CARE fund expenditures and the associated non-state match funds expenditures as it relates to the recruitment and research of the Distinguished Researcher. [500 words or less]

11. Match Certification

a. Grantee Organization certifies that all non-state match funds used to meet the required 1:1 match are allowable per the grant award agreement terms and conditions and Chapter 43.348 RCW. [Yes/No]

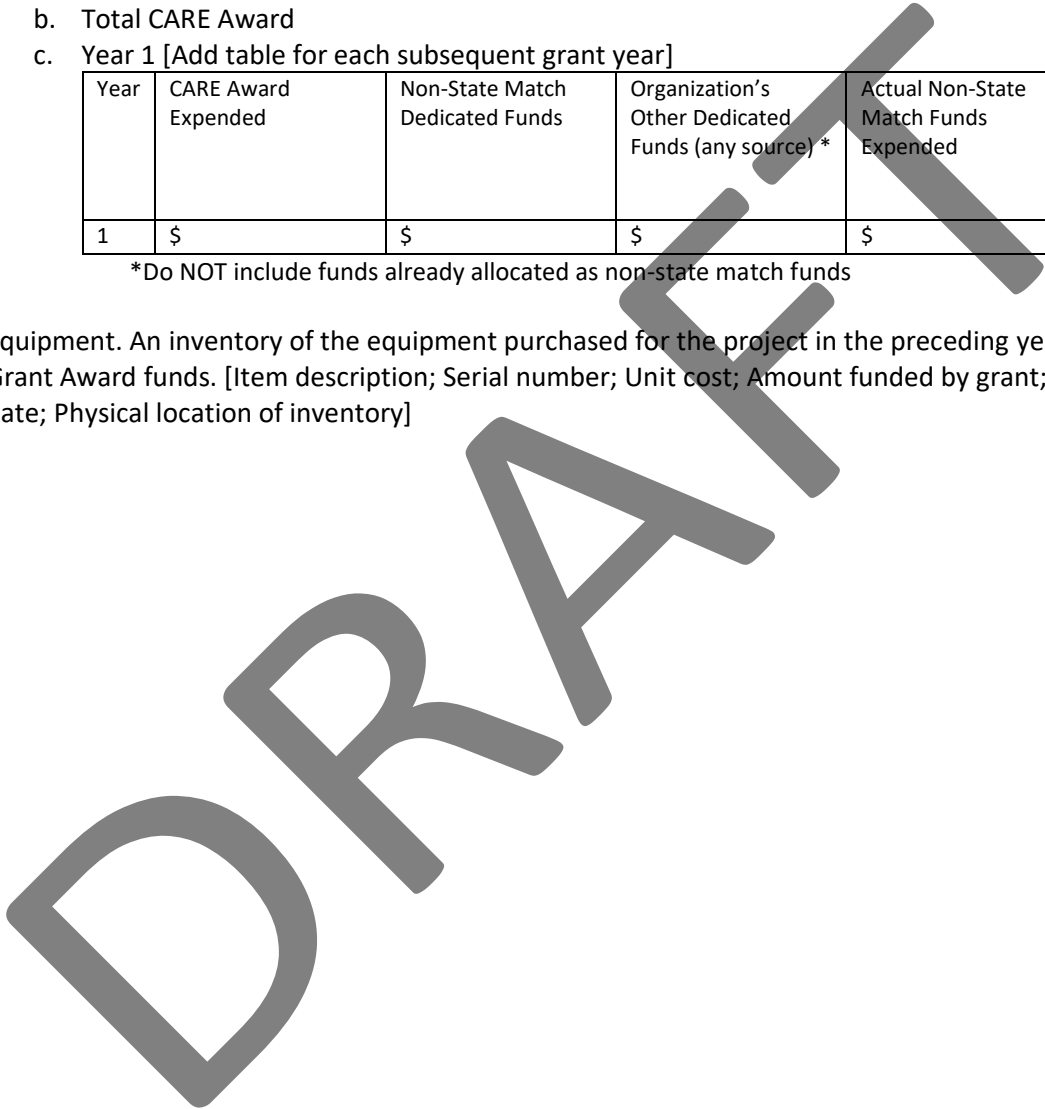
b. Total CARE Award

c. Year 1 [Add table for each subsequent grant year]

Year	CARE Award Expended	Non-State Match Dedicated Funds	Organization's Other Dedicated Funds (any source) *	Actual Non-State Match Funds Expended	Actual Organization's Other Dedicated Funds (any source) Expended*
1	\$	\$	\$	\$	\$

\*Do NOT include funds already allocated as non-state match funds

12. Equipment. An inventory of the equipment purchased for the project in the preceding year using Grant Award funds. [Item description; Serial number; Unit cost; Amount funded by grant; Acquisition date; Physical location of inventory]



## Exhibit E: Annual Progress Report Template

Annual Progress Reports (APR) will be monitored by CARE to determine whether planned progress is made related to grantee activities that are supported by CARE funds. The information submitted in the APR will be analyzed and reported to the Washington State Legislature, the CARE Board, and the public to demonstrate responsible stewardship of CARE funds and the impacts of CARE funding. Progress Reports are required to be submitted annually, within 60 days of the anniversary of the grant agreement effective date. However, more frequent progress reports may be required as outlined in the grant award agreement or upon reasonable notice to the grantee. Grantee's failure to demonstrate progress consistent with the application proposal and grant agreement may result in termination of agreement.

The Annual Progress Report should reflect the activities and progress from the previous year. [NOTE: Please do not include any confidential or proprietary information. As a Washington State program, information generated and received by CARE are NOT protected from potential public records requests/disclosures. Grantees should consider this fact when deciding what information and data are included in progress reports.]

1. Distinguished Researcher Name [First, MI, Last]
2. Researcher start-date or expected start-date [mm/dd/yy]
3. Reporting Period [mm/dd/yy–mm/dd/yy]
4. Grantee Organization Name
5. Grantee Organization Mailing Address
6. Grantee Organization Physical Address (if different than mailing)
7. Point of Contact regarding progress report [Full Name; Division; Department; Title; Email; Phone]
8. Grantee Organization certifies it has been in compliance with the grant contract terms and conditions. [Yes/No]
  - a. If no, please explain.
9. Grantee Organization certifies it has made reasonable efforts to purchase goods and services from Washington State suppliers to the extent reasonably possible as outlined in the grant agreement. [Yes/No]
  - a. If no, please explain.
10. Distinguished Researcher Progress. Provide a summary of the Distinguished Researcher's progress with respect to the research plan outlined in the grant application for the most recent reporting period. Include, laboratory start-up, research plan progress (results obtained in previous year, problems encountered and actions taken, and anticipated activities in the year ahead), significant accomplishments and contributions to further cancer research and improve health outcomes. [1500 words or less]
11. Grantee Organization Progress. Provide a brief statement of the Grantee Organization's progress made in the most recent reporting period in the recruitment and support of the Distinguished Researcher, include the problems encountered and actions taken, anticipated activities for the upcoming year in relation to the recruitment, support, and goals stated in the grant application. [500 words or less]
12. Please describe how the recruitment of the Distinguished Researcher has helped advance the cancer research field and life science industry in Washington State, and any new collaborations or partnerships that have resulted. [500 words or less]
13. Publications. Please upload a bibliography or a list of the Distinguished Researcher's scholarly articles, presentations, and educational materials produced for the public that are related to the research presented in the grant application. Indicate those items which have been submitted or accepted for publication. Also indicate items that have not previously been reported in an APR. [Upload]

14. **Publicity.** Please describe your strategic communications efforts to highlight the recruitment and the research activities of the Distinguished Researcher. As relevant, please describe any new collaborations, leveraged funding, etc. that resulted from publicizing the successful recruitment or research activities of the Distinguished Researcher. Please upload a list of all publicity materials, including links to or copies of the materials, where Grantee organization has acknowledged the support of CARE. Publicity materials includes, but is not limited to: public statements, press releases, brochures, websites, newsletters, and annual reports. Also indicate items that have not previously been reported in an APR. [250 words or less and Upload]

15. **Intellectual Property.** Please report intellectual property activity (inventions, patents, and licensing) resulting from the research carried out by the Distinguished Researcher or supported by CARE funding.

- a. **Inventions.** How many inventions (i.e., any discovery, material, method, process, product, program, software, or use, whether or not patented or patentable or copyrighted or copyrightable) were generated in the course of performing the activities set forth in the Proposal during the reporting period?
  - i. Please briefly describe each invention.
- b. **Patent/Provisional Patent.** How many patents or provisional patent applications were filed or issued that involved inventions resulting from the research carried out by the Distinguished Researcher or supported by CARE funding.
  - i. Patent number
  - ii. Inventor(s)
  - iii. Patent Title
  - iv. Description (500 words or less)
  - v. Date of publication or issue
  - vi. Patent Status [Granted/Filed]
  - vii. Date of Patent Filed
- c. **Licensing Activity.** How many licenses were issued resulting from intellectual property generated by the Distinguished Researcher or research supported by CARE funding.
  - i. License Number
  - ii. License Title
  - iii. Description (500 words or less)
  - iv. Licensing Income

16. **Economic Impact**

- a. **Other Grants/Investments received due to CARE Funding** (include grants and investments that were transferred to Washington State as result of the Distinguished Researcher recruitment)
  - i. Granting Agency or Investment Source
  - ii. Grant Title
  - iii. Total Amount of Award/Investment
  - iv. Duration of Grant Award/Investment
- b. Number and types of jobs created that are related to CARE funding (And filled by WA residents?)
- c. Number and types of jobs created that are related to CARE funding (And filled by out-of-state residents?)
- d. Number and types of jobs (held by WA residents?) maintained related to CARE funding
- e. Number and type of jobs (held by relocated resident?) maintained related to CARE funding?
- f. Were new laboratories or start-ups created from Distinguished Researcher's laboratory? [Yes/No]. If yes, briefly describe the area of research or business; grants and private investments including the source and total amount; and the number of new jobs created (including student positions, postdoctoral fellows, etc.)

CARE Reference No.:  
Organization's Responsible Party:  
Organization:

17. Health Impact. If applicable, please describe the health impact that has resulted from the Distinguished Researcher's research activities. [250 words or less]
18. Supplemental Documents. Please upload any documents that would support CARE funding's impact on the research organization, Washington's cancer research ecosystem, or Washington State economy. [Upload]
  - a. Provide a brief description of the uploaded documents
  - b. Supporting documents [Upload]

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The **Final Progress Report (FPR)** should describe the progress made since the last Annual Progress Report as well as a comprehensive discussion of the work undertaken by the Distinguished Researcher and Grantee Organization throughout the entire grant period. The grantee should report progress compared to information stated in the scope of work in the original grant proposal. The information submitted in the FPR will be analyzed and reported to the Washington State Legislature, the CARE Board, and the public to demonstrate responsible stewardship of CARE funds and the impacts of CARE funding.

The FPR should reflect the activities and progress for the 5-year grant period. [Note: Please do not include any confidential or proprietary information. As a Washington State program, information generated and received by CARE are NOT protected from potential public records requests/disclosures. Grantees should consider this fact when deciding what information and data are included in progress reports.

1. Distinguished Researcher Name [First, MI, Last]
2. Researcher start-date or expected start-date [mm/dd/yy]
3. Reporting Period [mm/dd/yy–mm/dd/yy]
4. Grantee Organization Name
5. Grantee Organization Mailing Address
6. Grantee Organization Physical Address (if different than mailing)
7. Point of contact regarding progress report [Full Name; Division; Department; Title; Email; Phone]
8. Grantee Organization has been in compliance with the grant contract terms and conditions. [Yes/No]
  - a. If no, please explain.
9. Grantee Organization certifies it has made reasonable efforts to purchase goods and services from Washington State suppliers to the extent reasonably possible as outlined in the grant agreement. [Yes/No]
10. Distinguished Researcher Progress. Provide a summary of the Distinguished Researcher's progress with respect to the research plan outlined in the grant application. Include, laboratory start-up, research plan progress (results obtained in previous year, problems encountered and actions taken, and anticipated activities in year ahead), significant accomplishments and contributions to further cancer research and improve health outcomes. The summary should describe the progress since the last APR and a comprehensive discussion of the work undertaken throughout the entire 5-year grant period. [2500 words or less]
11. Grantee Organization Progress. Provide a brief statement of the Applicant Organization's progress made in the past year in the recruitment and support of the Distinguished Researcher, include the problems encountered and actions taken, anticipated activities for the upcoming year in relation to the recruitment and goals stated in the grant application. The summary should describe the progress since the last APR and a comprehensive discussion of the work undertaken throughout the entire 5-year grant period. [500 words or less]
12. Please describe how the recruitment of the Distinguished Researcher has helped advance the cancer research field and life science industry in Washington State, and any new collaborations or partnerships that have resulted. The summary should describe the developments since the last APR as well as during the entire 5-year grant period. [500 words or less]
13. Publications. Please upload a bibliography or a list of the Distinguished Researcher's scholarly articles, presentations, and educational materials produced for the public that are related to the research presented in the grant application. The bibliography should reflect publications, presentations, and educational materials during 5-year grant period. Indicate those items which have been submitted or accepted for publication. Also indicate items that have not previously been reported in an APR. [Upload]
14. Publicity. Please describe your strategic communications efforts to highlight the recruitment and the research activities of the Distinguished Researcher. As relevant, please describe any new



collaborations, leveraged funding, etc. that resulted from publicizing the successful recruitment or research activities of the Distinguished Researcher. Please upload a list of all publicity materials, including links to or copies of the materials, where Grantee organization has acknowledged the support of CARE. Publicity materials includes, but is not limited to: public statements, press releases, brochures, websites, newsletters, and annual reports. Also indicate items that have not previously been reported in an APR. [250 words or less and Upload]

15. Intellectual Property. Please report intellectual property activity (inventions, patents, and licensing) resulting from research carried out by the Distinguished Researcher or supported by CARE funding. The number of patents/licenses applied for or issued addressing discoveries resulting from the research carried out by the Distinguished Researcher.

a. Inventions. How many inventions (i.e., any discovery, material, method, process, product, program, software, or use, whether or not patented or patentable or copyrighted or copyrightable) were generated in the course of performing the activities set forth in the Proposal during the reporting period? [Note: Unless there are material changes to a previously reported invention, only include inventions not previously reported.]

i. Please briefly describe each invention.

b. Patent

i. Patent number

ii. Inventors

iii. Patent Title

iv. Description

v. Date of publication or issue

vi. Patent Status [Granted/Filed]

vii. Date of Patent Filed

c. License

i. License Number

ii. License Title

iii. Description

iv. Licensing Income

16. Economic Impact (Final Year and Cumulative)

a. Other Grants/Investments received due to CARE Funding (include grants and investments that were transferred to Washington State as result of the Distinguished Researcher recruitment)

i. Granting Agency or Investment Source

ii. Grant Title

iii. Total Amount of Award/Investment

iv. Duration of Grant Award/Investment

b. Number and types of jobs created that are related to CARE funding (And filled by WA residents?)

c. Number and types of jobs created that are related to CARE funding (And filled by out-of-state residents?)

d. Number and types of jobs (held by WA residents?) maintained related to CARE funding

e. Number of jobs (held by relocated resident?) maintained related to CARE funding?

f. Were new laboratories or start-ups created from Distinguished Researcher's laboratory? [Yes/No]. If yes, describe the area of research or business; grants and private investments including the source and total amount; and the number of new jobs created (including student positions, postdoctoral fellows, etc.). Indicate those that were not previously reported in an APR.

17. Health Impact. If applicable, please describe the health impact that has resulted from the Distinguished Researcher's research activities. [250 words or less]

CARE Reference No.:  
Organization's Responsible Party:  
Organization:

18. Supplemental Documents. Please upload any documents that would support CARE funding's impact on the research organization, Washington's cancer research ecosystem, or Washington State economy. [Upload]

- a. Provide a brief description of the uploaded documents
- b. Supporting documents [Upload]

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CARE Reference No.:  
Organization's Responsible Party:  
Organization:

Exhibit F: Conflict of Interest Report Form

Proposal title:  
Organization's Responsible Party:  
CARE reference no.:

The capitalized terms used within this Exhibit F are as defined in the Cancer Research Endowment Fund Distinguished Researcher Grant Award Agreement to which it is appended.

[To be deleted if CARE brings no understandings forward.] Regarding the activities set forth in the Proposal, Grantor has the following understandings that Grantor believes raise the potential for a conflict of interest to exist between the [Tailor as appropriate Distinguished Researcher's] personal interests and his/her responsibilities to Grantee under this Agreement:

In executing this Conflict of Interest Report Form, Grantee represents and warrants that it has a financial conflict of interest policy in place applicable to the activities set forth in the Proposal and that it has taken reasonable steps to inform all Grantee's personnel performing such activities of the policy and requirements for complying with its terms. In accepting the Grant, Grantee represents that it has advised all Grantee's personnel performing the activities set forth in the Proposal that they are required to disclose, in accordance with the foregoing policy, any potential financial conflicts of interest associated with their participation in such activities.

In executing this Conflict of Interest Report Form, Grantee further represents that it has taken reasonable measures to ensure that its Subcontractors for performing the activities set forth in the Proposal are aware of and have agreed to comply with the provisions of Article 7 of this Agreement.

The following individuals have disclosed a financial conflict of interest. Grantee attests that in compliance with its conflict of interest policy it has reviewed all such disclosures and that all disclosed conflicts of interest associated with performance of the activities set forth in the Proposal including, but not limited to those associated with Grantor's understandings stated above, have been eliminated or mitigated as follows:

Name: Conflict eliminated  Conflict mitigated

Name: Conflict eliminated  Conflict mitigated

If no disclosures were made regarding the activities set forth in the Proposal please initial below:  
 No financial conflicts of interest associated with the activities set forth in the Proposal were disclosed to Grantee.

Attested to by:

Signature: Name: Title: Date: