

Standard Terms for TS Alliance Grant Contracts

1. Project Work Plan and Schedule: The research described in the Research Proposal (see Exhibit A) will be completed between December 1, 20XX and November 30, 20XX.

2. Description/Specifications: The Contractor shall provide the necessary personnel, supplies, equipment, and facilities to conduct the research proposed in the Research Proposal.

3. Principal Investigator's Responsibility: The research performed under this Grant Contract will be under the direction of the Principal Investigator. It is not expected by the Tuberous Sclerosis Alliance (hereinafter "TS Alliance") that the Principal Investigator's time will be separately accounted for by the Contractor in its periodic financial reports to the TS Alliance.

3.1 Contract Compliance: The Principal Investigator shall, in compliance with this Grant Contract, complete the research specified, within the time, sequence, and costs as defined in the Research Proposal unless otherwise extended by written modification. The research shall be performed in the manner and by the personnel as stated in the Research Proposal, or as modified by other sections of this Grant Contract. Any significant changes to the Research Proposal must be made in writing and in advance, by the Contractor to the TS Alliance. In no event shall any such amendment to the Research Proposal increase or otherwise obligate the TS Alliance to pay to the Contractor or any other person or entity any amounts in excess of the amount of the Grant Contract specified in the "Total Amount of Contract" section above.

3.2. Deliverables: The Principal Investigator agrees to provide written Research Updates as specified below. An updated financial and research progress report is required at the end of each year. Reports will be uploaded to proposalCENTRAL unless otherwise requested by the TS Alliance.

<u>Type of Report</u>	<u>Dates</u>
Research Update	June 15, 20XX
Progress and Financial Reports	January 15, 20XX
Research Update	June 15, 20XX
Final Report, Financial Reports	January 31, 20XX

One or more additional reports of research results suitable for publication in the TS Alliance's magazine, *Perspective*, or the online research newsletter, the *TSC Alert*, may be requested by the TS Alliance from the Principal Investigator prior to or after the termination of this Grant Contract. Upon written request of the TS Alliance, the Principal Investigator shall within a reasonable time and at no additional cost or expense to the TS Alliance provide the TS Alliance with such report or reports of research results. Upon receipt of request from TS Alliance, the Contractor and Principal Investigator will cooperate in good faith to respond to the request.

3.3. Acknowledgement: All publications in professional journals describing this research will acknowledge support given to the Principal Investigator by the TS Alliance. An electronic copy of all publications that result from this work shall be forwarded to the TS Alliance as soon as they are available after publication.

3.4. Data Sharing: The Principal Investigator is strongly encouraged to deposit research data resulting from TS Alliance funding in the Health Research Alliance's HRA Open data sharing platform.

4. Continued Funding of Multi-Year Awards: For multi-year awards, a Progress Report will be required. This will include a detailed research summary reporting the progress made to date on each of the specific aims as outlined in the Research Proposal, discussion of any changes that are being made to the Research Proposal since the Research Proposal was submitted, a revised budget if necessary, a budget justification if the budget has been revised, and a financial statement on Research Proposal expenditures to date. This report must be submitted to the TS Alliance by the deadline specified in Section 3.2.

To obtain funding for Year 2 of multi-year awards, the Progress Report will be reviewed by TS Alliance staff or, if necessary, the International Scientific Advisory Board (ISAB) to ensure that progress toward the specific aims is being met. Continued funding is contingent upon a positive review by staff or the ISAB and sufficient funding available by the TS Alliance. Every effort will be made by the TS Alliance to honor multi-year awards that receive a positive review unless the financial situation of the organization does not allow continued funding. In addition, because the priorities for funding of tuberous sclerosis complex (TSC) research change from time to time, the determination of continued funding of any grant award from the TS Alliance will be done at the sole discretion of the TS Alliance Board of Directors.

5. Payments: It is hereby understood and agreed that the total allowable cost (which includes both direct and indirect costs) of the Research Proposal to be performed under this Grant Contract shall not exceed \$XXX,XXX.

Payments will be made in accordance with the schedule shown below:

<u>Payment #</u>	<u>Amount</u>	<u>Date of Payment</u>
Payment #1	\$XX,XXX	December 20XX
Payment #2	\$XX,XXX	March 20XX
Payment #3	\$XX,XXX	June 20XX
Payment #4	\$XX,XXX	September 20XX
Payment #5	\$XX,XXX	December 20XX
Payment #6	\$XX,XXX	March 20XX
Payment #7	\$XX,XXX	June 20XX

Payment #8 \$XX,XXX September 20XX

Funds provided under this Grant Contract are for conducting the research as described in the Research Proposal and may not be used for other purposes without the express written consent of the TS Alliance. Transfer of funds from one category to another are allowed only after written consent has been received from the TS Alliance. Requests for the transfer of funds should be made in writing to the Chief Scientific Officer at the TS Alliance. The Principal Investigator may request approval from the TS Alliance for a no-cost extension for the use of unexpended funds at the end of the Grant Contract period.

Allowable expenses by category (and total) are as shown below:

[Approved budget]

6. Provision of Instruments and Equipment: Equipment may be purchased using funds from the TS Alliance if the equipment was budgeted as part of the Research Proposal and the equipment is critical to the success of the research. The equipment will become the property of the Contractor except in exceptional cases where the equipment will be transferred to another site at the end of the Grant Contract period. The TS Alliance may, at its option, direct transfer of title to a third party within twelve (12) months after completion or termination of the Grant Contract at the expense and risk of TS Alliance. An inventory of all instruments and equipment purchased with the TS Alliance's funding will be submitted to the TS Alliance with the end-of-contract financial report.

7. Other Conditions: This Grant Contract may be amended only upon written agreement of the TS Alliance and the Contractor.

In performing the duties under this Grant Contract:

- The Contractor shall not discriminate in the hiring, promotion, dismissal, or conditions of employment against any person performing work under this contract because of race, religion, color, creed, ancestry, national origin, citizenship, age, sex, marital status, parental status, handicap, sexual orientation, membership in any labor organization, political ideology/affiliation, height, weight, record of arrest without conviction, disability of an otherwise qualified individual, or any other consideration made unlawful by state, federal, or local law with respect to hiring, promotions, firing, compensation, terms, conditions, or privileges of employment.
- Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its officers, directors, or employees to the extent allowed by local law.
- For research involving human subjects, approval of the specific research proposed

must be received in writing from the Contractor's Institutional Review Board (IRB), or other appropriate review board or authority.

- Since the research proposed by the Contractor involves the use of human fetal tissue and/or human stem cell lines, the [TS Alliance Policy for the Use of Human Fetal Tissue and Human Stem Cell Lines](#) (Exhibit XXX) applies to this Research Grant award.
- For research involving animals, the Contractor will ensure compliance with applicable chapters of the Public Health Safety Animal Welfare Policy, the NIH Manual for Grants and Contracts, or any and all requirements of the Contractor concerning animal welfare. The Contractor will abide by the [TS Alliance's Policy on the Use of Animals in TSC Research](#) as attached (Exhibit XXX). The Principal Investigator's signature on this Grant Contract indicates that the Principal Investigator has read, understood and will follow this policy.
- All Principal Investigators funded by the TS Alliance will abide by the Contractor's policy for allegations of scientific misconduct. If there are allegations of scientific misconduct made involving an individual or individuals who submitted a letter of intent or grant application to the TS Alliance and/or receive funding from the TS Alliance, the TS Alliance will work cooperatively with the Contractor's staff to complete an inquiry and an investigation of the allegation, if necessary.

8. Other Sponsors: The Contractor and Principal Investigator hereby certify that the research described in the Research Proposal is not sponsored or funded by (one or more) other organizations. If overlapping funding to support the proposed research is being provided or has been approved from other sources, the budget must be renegotiated with both the TS Alliance and the other funding source(s) so that there is no overlap in funding. The Principal Investigator should contact the Chief Scientific Officer of the TS Alliance to renegotiate the budget if there are overlapping funds.

9. Contractor's Role in Relation to the TS Alliance: While engaged in carrying out and complying with the terms and conditions of this Grant Contract, the Contractor is an independent contractor, not an officer, director, employee, or agent of the TS Alliance.

10. Intellectual Property: The Contractor will follow the [TS Alliance Intellectual Property Policy](#) as attached to this Grant Contract (Exhibit XXX). The Principal Investigator's signature on this Grant Contract indicates that the Contractor has read, understood and will follow this policy.

11. Release of Information: In any public disclosures of discoveries and in all published reports resulting from TS Alliance-sponsored research, due and proper credit will be given to the TS Alliance for its sponsorship. Sponsorship of research, however, does not constitute approval or endorsement of future derivative research or procedures, nor will the TS Alliance's sponsorship be used to justify future human clinical trials or studies based upon this research. No news releases or public statements on the work being funded by the TS

Alliance will be made without prior review and approval by the TS Alliance. This paragraph is not intended to limit the Contractor's or Principal Investigator's right to publish results of research sponsored in this Grant Contract in accordance with academically accepted practices.

12. Contractor Change: If at any time during the award period the Principal Investigator accepts a new position at a different institution, the following steps must be taken for the TS Alliance to consider approving a transfer of funds:

The Principal Investigator must inform the TS Alliance of the intent to move to another institution. The letter (or email) should include the Principal Investigator's effective start date and a statement requesting the transfer of funds to the new institution.

Additionally, the TS Alliance must receive a short letter from the Chair of the Principal Investigator's new department stating that the Principal Investigator has received and accepted a position and that the Principal Investigator has laboratory space and research support.

Upon receipt of the letters from the Principal Investigator and from the Chair of the new department, the new institution shall be considered the Contractor for the grant as of the Principal Investigator's effective start date.

The Principal Investigator should inform the grant administrator or financial official at the previous Contractor that the TS Alliance requires a final financial statement within 90 days of the effective transfer date. **Unspent funds remaining at the original Contractor must be returned the TS Alliance.** The transfer of funds to the new Contractor will be made by the TS Alliance after the final financial statement has been received and reviewed to determine the amount of unspent funds to be transferred.

12.1. Termination of Relationship Between the Contractor and the Principal Investigator:

The parties hereby agree that if, prior to the expiration of the term of this Grant Contract, the Principal Investigator's employment, affiliation or other relationship with the Contractor is terminated, any of the funds provided or to be provided to the Contractor hereunder that are not expended or otherwise committed to costs and expenses incurred by the Contractor on or before the date of such termination or severance shall belong to and be the property of the TS Alliance. The Contractor agrees further to promptly remit to the TS Alliance all such unexpended and non-committed funds then in its possession or control. The Principal Investigator must receive written permission from the TS Alliance prior to any transfer of the current contract and unexpended and non-committed funds to another potential contracting institution.

13. Termination of Contract: This Grant Contract may be terminated by the TS Alliance, or by the Contractor upon thirty (30) days prior written notice to the other parties, with or without cause, should conditions arise which indicate such termination would be prudent and

necessary. Upon such termination the parties shall have no further obligation or liability to one another, except that the TS Alliance shall pay to Contractor an amount equal to the costs and expenses incurred, including without limitation, all uncancelable obligations by the Contractor through the date of such notice of termination, which amount shall not exceed the total amount due as the next scheduled payment after the effective termination date.