V FOUNDATION®
Victory Over Cancer

2027 Grant Agreement

Acceptance Page

V Foundation Grant ID #:
Grant Recipient(s):
Grantee Institution:
Research Project Title:
Grant Type:
Grant Amount:
Percent Indirect Costs Rate:
Grant Duration (Years):
Grant Start Date:
Grant End Date:
Research Sharing Required? ☐Yes or ☐No - **If Yes, see policy provided separately.**

Non-Negotiable Terms and Conditions

Listed below for your review are the Terms and Conditions of this Grant Agreement set forth by the V Foundation for Cancer Research (the "V Foundation" or "TVF"), which are a part of this Agreement. We believe the Grant Terms and Conditions are favorable to the investigator and supporting research organization. To avoid administrative burden and additional expenditure, **the V Foundation does not negotiate our Grant agreements, under any circumstances**, except to correct errors of fact. We believe our funds are better spent supporting cancer research. This offer is made subject to your agreement to these non-negotiable Terms and Conditions. Failure to agree to the Terms and Conditions set forth in this Grant Agreement will result in your denial of the offered Grant and our retraction of the award funding offered.

Additional or Special Grant Conditions, if applicable:

[*For V Foundation use only*]

By accepting this Grant as set forth in the accompanying Award Letter, all signees acknowledge that they have received, read, understand, and agree to comply with the V Foundation's Terms and Conditions outlined in this Grant Agreement.

Acceptance by the V Foundation for Cancer Research Susanna F. Greer, Ph.D., Chief Scientific Officer	Signature: Date:

Acceptance by the Grantee Institution Print Name: Title:	Signature: Date:

Read and understood by the PI (Grant Recipient) Print Name: Title:	Signature: Date:

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Grant Terms and Conditions

Grant Purpose

The Grant and this Grant Agreement are subject to the following Grant Terms and Conditions. The V Foundation supports research grants for all types of cancers affecting adults or children. We support projects that improve the lives of people with cancer, research that provides critical data that enhances understanding of the causes, treatment, and cure of cancers, and training for promising individuals dedicated to cancer prevention, research, and/or patient care. The specific Research Project funded by this grant is defined herein and described in the project summary below:

Technical summary is copy/pasted here

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1) Financial Terms and Use of Grant Funds

a) The Grant Recipient is responsible for the conduct of the research project described above ("Research Project") and is expected to devote sufficient time and effort to achieve the specific aims of the research.

b) The Grant may not be used for any other purpose or program of the Grantee Institution/Grantee Recipient other than the Research Project without the prior written approval of TVF.

c) TVF must be consulted in advance and provide written approval in the event that any significant aspect of the Research Project is proposed to be changed or redesigned.

d) Grant funds are to be used over the Grant term, meaning the Grant Start and End dates ("Grant Term"), in accordance with the submitted budget and in compliance with the following terms:

i) The total amount of funds that the Grant Recipient shall be entitled to for the Grant Term is limited to the Grant Amount.

ii) Grant funds may not be used for construction or modification of facilities or for the purchase and maintenance of equipment unless specifically approved by TVF.

iii) *Applicable to V Scholar Grants only*: The cost of the V Scholar's expenses to travel to scientific meetings, including at least one V Foundation for Cancer Research Summit meeting (within $2,500/year travel budget) to present the findings of this research must be included in the budget. V Scholars are expected to use these travel funds to attend at least one V Summit during the Grant Term.

iv) Indirect costs may not exceed the permitted percent for this Grant Type (see acceptance page of this Grant Agreement, above, for indirect costs allowed).

v) Grant funds may not be used to make grants to other public or private organizations, except in the case of a planned sub-award to a collaborator or Co-Principal Investigator ("Co-PI") on the project.

vi) Grant funds may only be used for the purposes outlined above and consistent with scientific, and/or educational purposes.

vii) No portion of the Grant funds may be used for lobbying or for political purposes.

viii) If at the end of the Grant Term, the unexpended and unobligated funds exceed $500, the institution must return the unused portion to TVF within ninety (90) days of the end of the Grant Term. If the unused portion is $500 or less, the institution may retain the balance and use it for research-related expenses only.

ix) TVF maintains a policy (provided separately) on reviewing and approving No Cost Extension ("NCE") requests to the Grant Term. If project aims are not complete and unspent and unobligated funds remain at the conclusion of the Grant Term, NCEs may be considered for certain Grant types as outlined below.

In order to consider an NCE request under such circumstances, TVF requires submission and review of both the full scientific progress and financial expenditure reports. See Section 3 below for more on reporting requirements. Additional instructions for requesting NCEs are provided within the final report templates.

- For V Scholar, Translational, and All-Star Grants only: the Grantee Institution may request a one-year NCE with the final reports.
- For Grants in the Powered by the V portfolio (previously referred to as Designated) with budgets over $200,000: a one-year NCE will be considered where warranted on a case-by-case basis. NCEs will not be issued for Grants with small budgets (under $200,000).

x) Rebudgeting: Grant recipients may adjust their budget from what was submitted in the original grant proposal. Any change in budget category that is greater than 10% per line item must be submitted to the V Foundation for review and approval. Rebudget requests should be submitted within thirty (30) days of budget adjustment.

2) Payment Schedule

TVF will make reasonable efforts to make grant payments by the "Payment Date(s)" listed in the Award Letter, contingent upon timely compliance with these Grant Terms and Conditions, including reporting requirements (described below) and

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satisfactory progress in achieving the purpose of the Grant. Strict compliance with reporting requirements is extremely important as TVF may withhold payment in the case of a past due report. See Section 8 below for more details about withholding of Grant payments.

3) Reporting and Record Keeping Requirements

The Grantee Institution must submit annual reports throughout the Grant Term through an on-line grants reporting system: tvf.smartsimple.com. The online report forms may change from time to time at the discretion of TVF, but that does not change the Grant Recipient and Grantee Institution's obligation to fully and accurately complete the reports. **Specific Progress Report due dates are listed in the Award Letter**. The grants administrator at TVF will provide access to the software's on-line portal and detailed instructions regarding reporting compliance upon execution of the Grant Agreement.

Note: TVF reserves the right to make receipt of interim and final reports a condition of continued or possible extended funding to you and/or your institution. Failure to provide final reports will be considered when reviewing future applications for funding from your institution, and TVF may, in its sole and reasonable discretion, terminate the Grant if reporting is consistently late or absent. See section 8 below for conditions necessitating a refund of Grant funds or withholding of Grant funds.

The data captured by the on-line system will include, but may not be limited to, these topics:

- **Scientific Progress Report:** Summarize the progress made toward accomplishing the Research Project's specific aims in the last annual funding period of the Grant. Specific outputs related to scientific progress may include: new compounds, assays, tools, clinical trials started or ended, or new intellectual property such as patents and licenses. Annual scientific progress reports are required on the anniversary of the award date for the duration of the Grant Term.
- **List of Publications and Follow-on Grant Funding**:
    - Publications: Summary of any published articles or editorial inclusion of information pertaining to this Grant. Provide either the NIH manuscript submission ID for accepted articles or the final PubMed Central (PMC) ID number. Please provide hyperlinks to other public descriptions of the funded work (e.g., articles in the lay press, YouTube videos, interviews).
    - ORCID: Grant recipients are required to provide their unique author identifier ORCID (Open Researcher and Contributor ID) to the V Foundation so that we may identify follow-on publications from the funded research.
    - Grants: Please provide a list of additional grants received as a result of this Grant award from TVF. Please indicate the total dollar amount of follow-on funding, awarding institution, and grant type (e.g., R01, etc.).
- **Lay Summary of Research Findings**: A summary (maximum of 250 words) of the research is required, which may be highlighted in the V Foundation communications materials and posted on its website or social media channels. This lay summary will also be provided to the Health Research Alliance and may be released publicly. Your lay summary should be written in a fashion that is easily understood by the general public and should NOT include unpublished details.
- **Financial Report:** Grant Recipients must supply an official financial grant expenditures report from their institution annually comparing actual expenses to the budget and total amount expended. Financial expenditure reports can be submitted 30 days after the scientific progress report deadline to provide more time to clear open accounts. An additional 30-day extension is allowed for institutions who require extra time to finalize expenses. However, report due dates and automated reminders will not be adjusted, and subsequent payments are dependent upon receipt and approval of reports.

4) Research Sharing Requirement

The V Foundation is committed to furthering open science and data sharing by our funded grantees with the belief that this will accelerate cancer research. We have encouraged or required sharing of particular data outputs, as described in our V Foundation Research Sharing Policy (provided separately). This policy and any related TVF policies apply to all

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research projects and are not applicable to educational projects (e.g., projects that increase awareness of and enrollment in clinical trials, but do not generate data).

5) Publicity and Acknowledgment

a) All publications reporting work funded by this Grant must acknowledge the support of TVF and any additional funding partners, as applicable. Publications are defined as published manuscripts, abstracts (posters and oral presentations), and invited talks. Institution newsletters, annual reports, and other institutional press articles on the funded work must also acknowledge Grant funding from TVF and additional funding partners, as applicable.

b) The V Foundation acknowledgment for the Grant should include use of the complete Foundation name, "the V Foundation for Cancer Research," in any public documents pertaining to the Grant.

c) Our intent surrounding Publicity and Acknowledgment is to highlight and elevate the impact of our researchers. TVF shall have right to include factual, non-confidential information relating to the Grant in all media, including but not limited to, printed or electronic media or in any other reports issued by TVF (examples include, but are not limited to, TVF mentioning the Grant Recipient on social media or in a press release or including them in a list of funded researchers). Additionally, TVF may request a short (maximum 2 minute) video from the Grant Recipient explaining their research projects and significant discoveries. TVF will request a photo of the Principal Investigator ("PI") as part of the grant acceptance package. TVF reserves the right to utilize this photo for professional use, including sharing with co-funders or other partners such as ESPN, for use in any outreach or promotional material.

d) TVF may request that the Grantee Institution and Grant Recipient accepting the Grant participate in publicity about the awarded grant including such items as: providing a quote for inclusion in press release or article, participating in a fundraising/donor event, check presentation, and/or participating in an interview for the V Foundation website, social media, podcast, newsletter, etc. If applicable, this publicity may include recognition of a V Foundation co-funding partner. TVF encourages grantees to maintain an on-going connection with TVF beyond the Grant Term so that longer term outcomes related to this initial funding can be determined and celebrated in partnership with the Grant Recipient and their institution.

e) TVF may request that the Grant Recipient participate in some means of donor/funding partner appreciation or engagement that include options such as: thanking the donor via a handwritten note, email or cell-phone video clip, award acknowledgment by Grant Recipient on any one of the Grant Recipient's social media handles (LinkedIn, X, Instagram, Facebook, etc.), short phone or video call with donor/funding partner to thank them and on an annual basis, provide an update of research progress. Other options for engagement with donors and funding partners include in person meeting or lab tour, as allowable under the institution's policies and health and safety considerations.

6) Human Subjects, Investigational Drugs and Animal Research

a) All research conducted as part of this Grant that involves human subjects must follow National Institutes of Health/National Cancer Institute guidelines and must have the approval of the appropriate Institutional Review Boards ("IRB").

b) All research conducted as part of this Grant that involves clinical use of an unapproved drug, or an approved product for a new indication or in a new patient population, must have an FDA Investigational New Drug ("IND") approval.

c) All research using animals must comply with applicable state and federal regulations and must have been approved by the Grantee Institution's Institution Animal Use and Care Committee ("IACUC") prior to beginning the research.

d) *For Canadian Institutions only*: All requirements to comply with U.S. laws or regulations related to institutional guidelines and approvals shall instead be interpreted as requirements to comply with applicable Canadian provincial and federal laws, including all applicable Health Canada guidelines.

7) Project Discontinuation, Grant Overlap, or Transfer of the Scientist Grantee

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a) If the individual scientist identified with the original Grant award (Grant Recipient) discontinues the research project, leaves the Grantee Institution, or becomes an employee of a new institution, Grant Recipient shall provide TVF thirty (30) days advance written notice of discontinuation, departure, or transfer. If the reason for discontinuation is due specifically to overlapping aims because they receive funding from another source for the same or similar research project, Grant Recipient shall provide TVF with notice of discontinuation, including the other funding source, as soon as possible, but no later than thirty (30) days after Grant Recipient's decision to accept such other funding.

b) The V Foundation will review and must approve any transfers between institutions and PIs on a case-by-case basis. Grant Recipient must comply with TVF's Official Transfer Policy and any other applicable policies to be provided by TVF.

c) In any of these cases, TVF reserves the right, in its sole and absolute discretion, to review changes to the Grant, to renegotiate the terms of the Grant Agreement, and to require the Grantee Institution to refund all or part of the unexpended Grant funds if the transfer is not approved.

8) Conditions Necessitating a Refund of Grant Funds, or Withholding of Grant Funds

a) In addition to the situations set forth in Section 7, TVF, in its sole and absolute discretion, may require the Grantee Institution to immediately repay the full amount of the Grant funds that were unspent as of the date of the occurrence of any of the following, and the Grantee Institution must notify TVF immediately if any of these circumstances arise that may warrant termination of this Agreement:

   i) The purpose of the Grant has been fully completed or the period of time indicated in the Grant Agreement for the completion of the purpose of the Grant has expired (without being extended with the consent of TVF).

   ii) The Grantee Institution does not comply with this Agreement.

   iii) The Grantee Institution becomes a private foundation or a Type III Supporting Organization.

   iv) The Grantee Institution does not use the Grant for a purpose that is religious, charitable, scientific, literary, or educational as contained in Section 170(c) (2) of the Internal Revenue Code.

   v) The Grant Recipient, for any reason, becomes unable or unwilling to carry out the purpose of the Grant stated in the Grant Agreement, or otherwise violates the terms of the Grant Agreement.

   vi) Insufficient progress is made toward achieving the Grant goals and the concerns are not addressed to TVF's satisfaction after a reasonable amount of time for remediation has passed. Failure to achieve necessary milestones to begin the research (e.g., IRB approval, if applicable) may result in withholding of funds until necessary milestones to start work are obtained.

   vii) TVF Board of Directors does not approve continued funding of the Grant in its sole discretion.

b) As an alternative to termination, TVF may hold or delay payments under the Grant if the Grantee Institution has not submitted satisfactory progress or financial reports or is otherwise out of compliance with this Agreement or TVF's policies and procedures.

c) Under the "satisfactory progress" criteria, if a researcher has a very slow spending rate and still has greater than 50% of the funds available (unspent and unencumbered) from funds already provided, then the V Foundation may elect to withhold the next payment. The next payment will be made when an updated interim financial expenditures report shows that more than 50% of the already distributed funding has been used. This updated interim report can be provided at any time before the next scheduled report due date.

d) The Grantee Institution may terminate the Grant, at its option, upon thirty (30) days advance written notice to TVF. Any grant funds remaining at the time of termination by the Grantee Institution must be returned to TVF.

e) Termination by either party does not obviate the need for the Grantee Institution to provide a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of termination.

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9) Conflicts of Interest

In the interest of maintaining objectivity in research, TVF must ensure that its grant processes are free from conflicts of interest. TVF recognizes that the Grantee Institution may be involved in a variety of organizations and projects, and may hold financial investments, which may create actual or potential conflicts of interest, or the appearance of a conflict. The Grantee Institution is required to have established policies about, and safeguards against, conflicts of interest. The Grantee Institution must have protections in place that prevent the Grantee Institution and its employees, officers, directors, agents, representatives, or consultants/subcontractors from using their positions for personal gain (for themselves, or for other individuals, friends, business associates, family members, or others), financially or via gifts, favors, or other similar actions. The Grantee Institution is also responsible to ensure that all aspects of TVF-funded research are not influenced by conflicts of interest, financial or otherwise. The Grantee Institution is required to have written guidelines to prevent such conflicts of interest, reflecting applicable institution/organization policy, along with state and local laws. A Grantee Institution that has identified conflicts of interest as they relate to TVF-funded research should report these conflicts of interest, in writing, to the V Foundation's Research and Grants Administration office immediately.

10) Scientific and Financial Misconduct

The Grantee Institution is required to have its own policies and procedures for the avoidance and reporting of scientific and financial misconduct and is required to enforce those guidelines (when applicable) to any TVF-funded research. By accepting the TVF Grant the Grantee Institution acknowledges that it has such established policies and procedures and agrees to abide by them while conducting research or other activities relating to the TVF Grant. In addition, TVF follows the NIH's research misconduct guidelines, which are defined as "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results," and the Grantee Institution agrees to comply with the NIH research misconduct guidelines. NOTE: Canadian institutions may use comparable oversight guidelines (e.g., Tri-Council).

The Grantee Institution is required to report any instances of scientific or financial misconduct, that are directly related to this TVF Grant, to TVF as soon as it makes a finding of misconduct. Should scientific or financial misconduct occur, the Grantee Institution must notify TVF, in writing within thirty (30) days of the finding of misconduct, of the nature of the violation, the corrective actions that will be taken in order to correct the violation, and a timeline in which those corrective actions will be executed. TVF may elect to place the Grantee Institution on administrative probation, may withhold funds, may request the return of funds as deemed appropriate, or may take other corrective action during this time period. If, at the end of the Grantee Institution's designated timeline for taking corrective action, the action has not been taken or does not meet TVF standards, TVF may elect to terminate the Grant or continue other corrective actions, if applicable. In the case of scientific misconduct, if the violation is severe, or if public health, human, or animal welfare requires urgent action, TVF may elect to immediately terminate the Grant and this Agreement. A Grant Recipient's failure to comply with the Grantee Institution's ethical and financial guidelines and/or TVF's guidelines, as defined above, may result in modification of the terms of the Grant, payment suspension, administrative probation, or Grant termination.

11) Behavioral Misconduct

TVF supports safe and respectful work environments that are free from harassment, including sexual harassment, discrimination, or other forms of inappropriate conduct that can result in a hostile work environment. The Grantee Institution is required to have its own policies and procedures for the avoidance and reporting of bullying and harassment and is required to enforce those guidelines (when applicable) to any TVF-funded research. By accepting the TVF Grant, the Grantee Institution acknowledges that it has such established policies and procedures and agrees to abide by them while conducting research or other activities relating to the TVF Grant.

The Grantee Institution is required to report violations to their conduct policies, that are directly related to this TVF Grant, to TVF as soon as it makes a finding of misconduct. The Grantee Institution must notify TVF, in writing within thirty (30) days of the finding of misconduct, of the nature of the violation, the corrective actions that will be taken in order to correct the violation, and a timeline in which those corrective actions will be executed. TVF may elect to place the Grantee Institution on administrative probation, may withhold funds, may request the return of funds as deemed appropriate, or may take other corrective action during this time period. If, at the end of the Grantee Institution's

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designated timeline for taking corrective action, the action has not been taken or does not meet TVF standards, TVF may elect to terminate the Grant or continue other corrective actions, if applicable.

12) Compliance with Law

The Grantee Institution acknowledges that it is responsible for complying with all relevant federal, state, or local laws and regulations, including those relating to receipt and disbursement of the grant funds and to tax reporting and withholding requirements.

13) Indemnification

To the extent permitted under the applicable international, federal, state, and local laws and regulations which govern the Grantee Institution, the Grantee Institution shall defend, indemnify, and hold TVF and its members, directors, officers, employees, agents and volunteers harmless from and against any and all costs, losses, damages, injuries, or liabilities including reasonable attorneys' fees ("Losses"), that TVF may incur by reason of the Grantee Institution and/or Grant Recipient's negligence or misconduct or any third-party claim arising out of or in connection with the Research Project and/or the use of Grant funds by the Grant Recipient or the Grantee Institution. If this provision is prohibited under the laws that govern the Grantee Institution, then this provision shall be deemed unenforceable and shall have no force and effect.

14) No Assignment of Rights

The Grantee Institution may not assign or otherwise transfer any of its rights or delegate any of its obligations under the Grant Agreement or with respect to the Grant.

15) Books and Records

The Grantee Institution shall maintain records of receipts and expenditures and shall make all books and records and supporting documentation related to this Grant available to TVF or its representative at reasonable times.

16) Attachments

The attachments set forth herein, referenced and listed on the Grant Agreement acceptance page and Award Letter shall be an integral part of this Grant Agreement and these Terms and Conditions.

17) Severability

In the event any one or more provision in this Grant Agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement.

18) Execution

This Grant Agreement may be executed in duplicate or counterpart originals and can be signed by facsimile or electronic communication such as DocuSign, HelloSign, or a similar platform. Each duplicate or counterpart original, and any facsimile or electronic signature will have the full force and effect of an original document.

19) Authority

All signatories to this Grant Agreement specifically warrant and represent that they are authorized to sign and enter into this Agreement on behalf of the party for whom they sign.

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