

Tracie Lawlor Trust for Cystic Fibrosis
Terms and conditions of funding Grant

The Tracie Lawlor Trust for Cystic Fibrosis (TLT4CF) is dedicated to providing innovative research grants for researchers in relation to Cystic Fibrosis (CF). The TLT4CF recognises the paradigm shift in medicine to encompass the mind-body connection and gives highest priority to studies/research in those areas. The TLT4CF recognises the importance of a holistic approach to CF and endeavours to fund such research into preventative medicine such as nutrition, lifestyle, relaxation, breathing, love, exercise etc.

Herein are the contractual arrangements between The Tracie Lawlor Trust for Cystic Fibrosis of Mullinagower, Castlebridge, Co. Wexford, Ireland, registered charity no. 18193, the Grant Holder and the Host Institution to where the Proposal is to be carried out (as defined below). This document must be filled in full and returned to the above address by standard mail. Any additional terms and conditions pursuant to a specific award thereafter will be incorporated into this agreement only if it is agreed in writing by the parties involved. Generally this document should be signed by the Principle Investigator/Grant Holder, the head of Department at the Host Institution and the relevant contract/research person at the Host Institution.

Project title:	
Grant Holder(s)/Principle Investigator:	
Host Institution:	
Amount of grant:	
Date of award:	

Herein "TLT4CF" means the following;

The Tracie Lawlor Trust for Cystic Fibrosis.

Herein "CF" means the following;

Cystic Fibrosis.

Herein "Principle Investigator" means the following;

Grant Holder.

Please read and understand the following before making any application.

1. Section A. Application (guidelines)*.

- 1.1. The program/study may take an innovative approach to addressing nutritional approaches to Cystic Fibrosis.
- 1.2. Lifestyle modifications that take into account and address, inflammation, stress reduction and/or the role it plays in relation to Cystic Fibrosis or significantly improve on or expand existing research into such areas.
- 1.3. Studies into the effect of exercise, relaxation, psychosocial impact, environmental impact on epigenetic control/genetic expressions, exacerbations and energetics.
- 1.4. Psychoneuroimmunological effects, its roles, implications and methods to-address, control modify, reduce and/or rectify any impact acquired.
- 1.5. Any research should try in so far as possible to include practical, meaningful, and easy to disseminate information and/or solutions for use within a reasonable period of time and/or continuation of studies/research.
- 1.6. Any research should be fully documented and accessible to the TLT4CF at any time for review. All scientific research should be fully documented ensuring the use of referencing external studies/information where applicable.

**You do not have to include all or any of the above in your application however this is a guideline for the most appropriate and thus most likely to be given funding toward a grant application.*

Section B.

Acceptable file formats for electronic copies are: MS Word or Adobe PDF for text files and JPEG or Adobe PDF for graphics files. Use appropriate file extensions (.doc / .pdf / .jpg).

Please follow the instructions given below.

2. Application Procedure:

- 2.1. A cover page with the project title, applicant's name, affiliation, mailing address, and other contact information (phone, fax, e-mail). Please indicate that you are applying for a grant from Tracie Lawlor Trust for Cystic Fibrosis.
- 2.2. A 250-word (max) abstract of the proposed project.
- 2.3. A description of the proposed project including its objectives, justification, and likely practical impact, background, methodology, expected results, and planned means of disseminating

the results and available facilities. Maximum length of this description is not to exceed 7 (seven) pages. Use 12pt font, double spaced.

- 2.4. An itemized budget of any and all expected spending in relation to the study, this must include a justification for each item as it relates to the scope of the project and the benefit to the TL4CF.
- 2.5. All other support must be listed to which all key personnel are currently receiving.
- 2.6. Copy of appropriate resume(s)
- 2.7. Maximum of 5 pages worth of references.
- 2.8. Provide a letter of institutional endorsement of the project, signed by an appropriate official and the institution's fiscal officer. Provide contact information for each.
- 2.9. The document herein must be returned by standard mail, signed and dated, by principle investigator and/or any person(s) natural person(s) involved. Electronic signatures are not accepted; signatures must be signed and dated with blue indelible ink only. Any other documents pertaining to the application may be returned by electronic mail.
- 2.10. Acknowledgement of Grant application will be made within fourteen days and checks of proper submission will be made before review. If improper submission occurs the principle investigator will be informed and allowed to rectify the matter within thirty days.

Section C:

3. Payment of Grant:

- 3.1. The TL4CF will only pay for directly incurred and identifiable costs of the Research. The TL4CF will not contribute towards Host Institution indirect or infrastructure costs such as rent, general utilities, and general administration and supervision costs. The Host Institution hereby undertakes to allocate sufficient resource to meet the Full Economic Cost of the Research.
- 3.2. Payment of the Grant will be made quarterly in arrears upon receipt of an invoice from the Host Institution. Invoices should be submitted with enough detail to verify the costs incurred against the given budget submitted in the application proposal. Copies of suppliers' invoices must accompany all claims for equipment.
- 3.3. Any commitment incurred by a grantee in excess of the amount of the Research grant is not the responsibility of the TL4CF. The TL4CF does not provide funds for unanticipated increases in costs or for the expansion of a research project during the term of a grant.

3.4. The TLT4CF-funded research does not provide for institutional overheads and/or indirect costs of research or clinical care. In addition the following will not be funded collaborator salaries, salaries or stipends for students, tenured academic staff (including buy out from teaching time), general institutional expenses, journal subscriptions, advertisements, tuition fees, professional society dues, meals, receptions and/or parking fees.

3.5. Awards may not be contributed to a unified or pooled fund that will be used to support other projects without the consent of the TLT4CF.

3.6. Final claim for payment of the Grant will only be accepted if submitted within six months of the end of the Grant period and receipt of the final report by the TLT4CF, in an acceptable form.

4. Project Management:

4.1. Funded projects must commence within four months of acceptance unless otherwise agreed with the TLT4CF.

4.2. It is a condition of the Grant that the Grant Holder submit interim progress reports, in addition to the final report which is required on renewal applications. Interim progress reports are to be submitted every eight months. A final report must be provided within two months of the end of the Research. Format and content of the report will be made available to the Grant Holder by the TLT4CF. Failure to submit reports on time will jeopardise continuation of the Grant.

4.3. The TLT4CF reserves the right to use extracts from the progress reports in its publications. Responsibility for indicating confidential information in the progress report lies with the Grant Holder. An opportunity of prior approval will be given to the Grant Holder but a reasonable deadline must be reached. Consideration will be given to avoid releasing unpublished results and intellectual property issues.

4.4. The Grant Holder and the Host Institution must make themselves available for an annual meeting with the TLT4CF if so required. This would usually take place at the Research site.

4.5. The Research should be conducted substantially according to the objective and milestones indicated in the Proposal, subject to any variations set out thereafter in written form by the TLT4CF.

4.6. Further to clause 4.5 if the Research progress varies substantially from the objectives set out in the Proposal and any written, agreed amendment thereafter, this may amount to a breach of this Agreement and the TLT4CF reserves the right to withdraw the Grant. If the TLT4CF decides to withdraw the Grant, the Grant Holder and the Host Institution will be given twenty eight days to appeal before the Grant is terminated. (Refer to section 11 termination clauses for further information).

4.7. The TLT4CF offers a successful first time grant applicant between €5,000 and €25,000 however the TLT4CF reserves all rights of refusal outside that outlined in Section E, due to budget constraints, unforeseen and/or extenuating circumstances.

4.8. If research is conducted outside the scope of the terms and conditions outlined herein and the TLT4CF was misled, uninformed, ill-informed and/or fraud is committed, the Grant Holder is liable for all costs incurred and repayment of any grant award.

4.9. In the event a fraud allegation, it is the responsibility of the Host Institution to investigate. In the case of scientific fraud, the TLT4CF must be notified immediately and kept informed of all developments. The Grant will be suspended pending a full investigation. If fraud is proven the Grant would be terminated and clause 4.8 enacted.

5. Equipment:

5.1. Equipment purchased by the Host Institution from the Grant will become the property of the Host Institution upon the understanding for usage in the benefit of the Research for the duration of the Grant. Responsibility for insurance and maintenance of such equipment shall remain with the Host Institution throughout the period of ownership.

6. Employment of staff:

6.1. The Host Institution must inform the TLT4CF of any appointment of an employee in the Proposal. The TLT4CF must be informed when the appointment is made and must send the TLT4CF a copy of the successful applicant's CV and details of salary scale/grade on which the appointment was made. It will not be possible to increase the Grant to allow for the appointment of a person on a higher level than originally envisaged. Provision should be made for this in the Proposal.

6.2. The TLT4CF does not act as an employer or accept any employer-type responsibility or liability for those employed or otherwise engaged by the Host Institution to carry out the research. In all cases the Host Institution must accept full responsibility for the management of all staff in or involved in the research.

6.3. The Host Institution must comply with current national employment legislation and issue a contract of employment to all those employed to work on the research, in accordance with the provisions of such legislation, stating that the Host Institution acts as the employer. The TLT4CF is not responsible for any claims against the Host Institution under any statute or at common law, nor will it indemnify the Host Institution against any claim for compensation, or against other claims for which the Host Institution may be liable as an employer or otherwise.

6.4. In the event of termination of this Agreement or expiration, the Host Institution shall indemnify the TLT4CF and keep it indemnified on a continuing basis from and against all losses, costs, claims, demands, actions, fines, penalties, expenses, awards and all other liabilities

(including without limitation any claim for redundancy payment, unfair dismissal compensation or notice monies) and expenses (including legal expenses on an indemnity basis) in connection with or as a result of any claim or demand by or on behalf of any employee, independent contractor or agency worker, trade union, staff association or employee representative in respect of the employment or engagement of such employee, independent contractor or agency worker or its termination.

6.5. In the case of long-term leave of a person employed or engaged to work on the research (including maternity leave, paternity leave or long-term sick leave) the Host Institution must inform the TLT4CF immediately. The TLT4CF reserves the right to suspend the Grant until the person returns to work but each decision will be on a case-by-case basis, in consultation with the Host Institution. Cost of long-term leave cannot be funded out of the Grant.

7. Research involving human participants

7.1. Ethical approval is required from the appropriate ethical committees if research involves human participants or human biological samples. Approval should be sought prior to proposal submission and approval documents should be enclosed with the Proposal.

8. Research involving animals:

8.1. Prior approval from the TLT4CF for all animal experiments is required. Appropriate ethical committee approval is also required however generally animal research methods are not considered useful by the TLT4CF.

9. Liability:

9.1. The Host Institution agrees to indemnify and hold harmless the TLT4CF from damage to persons or property resulting from negligence on the part of itself, its agents and/or officers.

9.2. Where Research involves human participants, there is a recognised risk of participation suffering non-negligent harm and provision should be made for this by the Host Institution.

9.3. In Research involving human participants, the Host Institution agrees to indemnify and keep indemnified the TLT4CF from and against any potential liabilities, costs, damages or expenses arising from and out of any claim(s) against the TLT4CF by such research participants as a result of any negligent or non-negligent harm. Such indemnity shall apply only to the extent that the TLT4CF itself is not responsible for such harm, and only to the extent that the TLT4CF promptly notifies the Host Institution of details of any claim; and does not make any admission in relation to the claim; and allows the Host Institution to have the conduct of the defence or settlement of the claim; and gives the Host Institution all reasonable assistance in dealing with the claim.

9.4. The Grant Holder and the Host Institution shall make it clear to the Research participants that, whilst the research has been funded by the TLT4CF, the TLT4CF accepts no responsibility for either negligent or non-negligent harm and that it is the Grant Holder and the Host Institution between them that are responsible for the research undertaken.

10. Fundraising and publicity:

10.1. Monies to award grants to further peruse research would not be available unless the goodwill of TLT4CF's donors and volunteers. A condition of this Grant is that the Grant Holder and the Host Institution co-operate in fundraising and/or publicity initiatives around the award of the Grant and the research undertaken. Caution will be adhered, as not to reasonably confound the study and the Host Institution's own fundraising needs. If requested, the Grant Holder must contribute at least one lay article each year for use in the TLT4CF's fundraising or publicity materials during the period of the Grant.

11. Termination:

11.1. Failure of the Grant Holder and/or the Host Institution to comply with their obligations contained herein the TLT4CF terms and conditions of funding Grant. If any failure (capable of being remedied) remains unremedied for twenty eight days after notice is served by the TLT4CF. The TLT4CF shall be entitled to terminate the grant on two months' written notice. In this event, the TLT4CF may consider any reasonable costs necessary to discharge such obligations detailed therein the original project budget submitted with the Proposal which cannot be cancelled and which exist at the time of termination but the TLT4CF makes no guarantees whether implied or otherwise of payment of such costs.

11.2. The TLT4CF may terminate the Grant forthwith if:

11.2.1. The Host Institution and/or the Grant Holder does anything which in the reasonable opinion of the TLT4CF brings or is likely to bring the name or reputation of the TLT4CF into disrepute;

11.2.2. A resolution is passed for the voluntary or compulsory liquidation of the Host Institution or if a receiver is appointed over all or part of its business.

11.3. On termination of the Grant pursuant to clauses 11.2.1 and 11.2.2 of this agreement the Host Institution and the Grant Holder will forthwith cease to use the TLT4CF's name in connection with the research, unless otherwise agreed by the TLT4CF in writing.

11.4. In cessation of employment of the Grant Holder in the Host Institution the TLT4CF may elect to terminate this agreement, and if cessation is cause by the Grant Holder moving to another institution the Host Institution shall in accordance with clause 13.1 and cooperate fully with the TLT4CF, the Grant Holder and their new institution to facilitate successful completion of the research.

12. Force Majeure:

12.1. Neither the TLT4CF nor the Host Institution shall be held in breach of the agreement herein if, failure to meet obligations owing to circumstances outside reasonable control occur.

13. Change of Institution:

13.1. The Grant Holder must in writing inform immediately the TLT4CF of their wish to move to another institution. If adequate facilities are available at the new centre and has approval of the heads of departments and relevant administrative authorities of the institutions concerned it may be accepted however decisions are made on a case by case basis. Refer to clause 11.4 regarding termination of the agreement herein. The Host Institution agrees to cooperate in so far as reasonably possible to facilitate this process.

13.2. In the event of an agreed change of institution, the TLT4CF require that any equipment funded from the Grant be transferred to the Grant Holder's new institution. The Host Institution agrees to transfer any such equipment as required by the TLT4CF. The TLT4CF will not be responsible for any transfer costs incurred.

Section D:

14. Intellectual property

14.1. The TLT4CF has an obligation to ensure that results of the research is applied for the public good to maximise potential advancements in the understanding, diagnosis, quality of life, awareness, empowerment and treatment of Cystic Fibrosis.

14.2. The Host Institution must promptly inform The TLT4CF of any results arising from the research – including any patents, design rights, copyright and other industrial and intellectual property rights and all scientifically useful material, know-how, data or invention – which may be suitable for commercial exploitation.

14.3. No intellectual property created as a result of work funded by the TLT4CF may be exploited in any way without the prior written agreement of the TLT4CF such agreement may not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale assignment, materials transfer or other transfer of rights.

14.4. Ownership of the intellectual property shall vest in the Host Institution. It is the responsibility of the Host Institution to take steps to protect any intellectual property rights which may be identified. However, the Host Institution shall not be obliged to protect intellectual property where, in the reasonable opinion of both the TLT4CF and the Host Institution, there is insufficient commercial justification to do so.

14.5. The Host Institution shall grant a perpetual, royalty-free, non-exclusive licence to the TLT4CF to use any of the intellectual property arising out of the Research in connection with the TLT4CF's non-commercial activities.

14.6. No unnecessary delay of publication or public presentation shall occur due to consideration for protection of intellectual property. It is the responsibility of the Host Institution to ensure all persons working on the research are employed or retained on terms that vest in the Host Institution intellectual property which is created or acquired by any such person in connection with the project. The Host Institution should have clear guidelines for employees, students, visiting fellows and subcontractors on procedures for the identification and protection of intellectual property.

Section E:

15. Evaluation of Proposal:

15.1. Scientific merit as judged by the originality; reasonableness; significance in relation to previous work on this subject (if any); scientifically sound methods; adequate assessment techniques; and potential significance of the project's goals, methods and benefit to the TLT4CF.

15.2. Likelihood of success at meeting the scientific objectives and communicating project results to appropriate audiences.

15.3. Potential for compounded benefits and proposals for new initiatives that may attract additional funding.

15.4. Reasonableness of the budget request.

15.5. Quality of proposal presentation, including readability, organization, and satisfaction of the guidelines and requirements listed under "Section A", and "Section B". Scientific merit as judged by the originality, reasonableness, and potential significance of the project's goals and methods.

Section F:

16. Dissemination:

16.1. Obligation to ensure that results of the research that the TLT4CF funds are placed in the public domain to ensure maximum impact dissemination must be widely dispersed and contribute to the body of scientific knowledge.

16.2. Every effort must be made by the Grant Holder to publicise their results, always ensuring peer review prior to publication, dissemination or research been widely publicised.

16.3. The TLT4CF supports open access approach thus enabling researchers to make their research available freely on the internet and retain copyright of the publication.

16.4. TLT4CF support will be acknowledged in all publications resulting from the grant, but TLT4CF endorsement of results and conclusions will not be implied. Any publications resulting from the grant must be forwarded to the TLT4CF.

16.5. Upon completion, the Grant Holder will provide to the TLT4CF, copies of all articles before publication for review and thereafter any publications resulting from the funded research/studies, such as theses, journal publications, magazine articles, or other documents.

16.6. Press statements associated wholly or partly with the research must be approved by the TLT4CF prior to release. The TLT4CF may wish to participate in any such release. Responsibility lies with the Grant Holder to ensure the Host Institutions press office is made aware of this requirement.

16.7. Required acknowledgment of support of the TLT4CF in all publications and publicity relating to the research does not constitute a licence to use the TLT4CF's name or logo.

*Signed: _____

*Date: _____

I/we agree that we have read and fully understand all of the information, terms and conditions herein and agree to abide by them fully.

*Signed: _____

*Date: _____

I/we agree that we have read and fully understand all of the information, terms and conditions herein and agree to abide by them fully.

*Signed: _____

*Date: _____

I/we agree that we have read and fully understand all of the information, terms and conditions herein and agree to abide by them fully.

*Signed: _____

*Date: _____

I/we agree that we have read and fully understand all of the information, terms and conditions herein and agree to abide by them fully.

*Signed: _____

*Date: _____

I/we agree that we have read and fully understand all of the information, terms and conditions herein and agree to abide by them fully.

**N/A if not applicable.*

Further Funding Information:

Gran Holders whom have successfully completed and fulfilled a previous funding research grant award for the TLT4CF, will receive a higher priority for a second grant application and the applicant may apply for higher funding or series funding (which may require further information, terms and conditions) at the discretion of the TLT4CF board of directors and scientific committee. The applicant must make clear their wish to apply for this method of funding. Further terms, conditions and information will be provided, upon such a request.