



COMMUNITY GRANTS

TERMS AND CONDITIONS OF AWARD

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Terms and Conditions of Award

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About the Cystic Fibrosis Foundation

The mission of the Cystic Fibrosis Foundation (“CF Foundation” or “Foundation”) is to cure cystic fibrosis and to provide all people with Cystic Fibrosis (“CF”) the opportunity to lead long, fulfilling lives by funding research and drug development, partnering with the CF community, and advancing high-quality, specialized care. To achieve this mission, the CF Foundation offers various types of grants. The following terms and conditions govern CF Foundation grants for programs that benefit and empower the CF community (“Community Grants”).

Award Acceptance

Award Letter Execution: The award letter and these terms and conditions serve as the contract for the grant. The Awardee (if awarded to an individual), or the official authorized to accept awards on behalf of the Awardee organization, must sign and return the award letter to the CF Foundation Grants & Contracts Management and Administration Department (“GCMA Department”). The Foundation accepts signed documents, including award letters, via the [Grants Management System](#) (“GMS”) or by email only upon request. The Foundation will accept documents with digital signatures that are verifiable. Signed award letters must be completed in the GMS within thirty (30) days from the date of issuance, unless an extension has been requested and approved by the CF Foundation GCMA Department. The CF Foundation will not release grant payments until signed award letters, and other deliverables as specified in the award letter, are on file and approved by the CF Foundation GCMA Department. Hard copies of signed award letters are not required when signed award letters are submitted electronically. Awardee agrees that Community Grants are not transferable or assignable to a third party without prior written approval from the CF Foundation Grants and Contracts Department. Request and reporting forms can be found at <https://www.cff.org/reporting-forms-cf-foundation-awards>.

Grant Start Date: The effective date of the grant is the project period start date found in the award letter. The CF Foundation will not reimburse for any project costs incurred before this start date. The Awardee may request a change in the start date by sending an email to grants@cff.org that details the reason for the change and the new requested start date. If the new start date is approved, the Foundation will issue a revised award letter.

Duplicative Funding: The Awardee is responsible for informing the CF Foundation GCMA Department of possible conflicts relative to duplicative funding of the project by other funding agencies. Failure to advise the CF Foundation GCMA Department of other sources of support may result in loss of funding for this project.

Awardee Assurances

Verification of Awardee’s Tax Status: Following the Internal Revenue Service (“IRS”) stipulations for grant-making organizations, the CF Foundation GCMA Department must have a copy of the Awardee’s current W9 and 501(c)(3) letter or other documentation verifying its Federal tax status on file. If the Awardee is an individual, the individual must provide the CF Foundation GCMA Department a personal, signed W9 with his/her/their social security number. The CF Foundation GCMA Department will not release grant payments until these documents are on file. Taxes will not be withheld from Community Grants payments and are the responsibility of the individual Awardee.

Federal Guidelines on Use of Grant Funds

Anti-Terrorist Restrictions: In accordance with the USA Patriot Act (H.R. 3199) and the U.S. Department of the Treasury Anti-Terrorist Financing Guidelines, Awardee must take reasonable steps to ensure that funds provided by the CF Foundation are not distributed to terrorists, or their support networks, or used for activities that support terrorism or terrorist organizations. The Awardee agrees to obtain prior approval from the Foundation if any grant funds are to be used for services or vendors located outside the United States.

Export Restrictions: In accordance with Export Administration Regulations (“EAR”) as outlined by the Bureau of Industry and Security of the U.S. Department of Commerce, the Awardee may not export or re-export any United States origin technology or products received from the CF Foundation, or the direct products of that technology or those products. This obligation survives the termination of this agreement.

Funding Provider and Not Sponsor: Awardee acknowledges that the CF Foundation is solely a provider of funding and is not a sponsor. Awardee agrees that it will not make any statement, written or oral, that the CF Foundation is a sponsor under this grant.

Lobbying Prohibition: Recipients of CF Foundation grants are prohibited from using any CF Foundation funds, directly or indirectly, to pay any person for influencing or attempting to influence any officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. Furthermore, CF Foundation funds may not be used to influence legislation, outcomes of elections, or to carry on voter registration drives, to make awards to individuals or other organizations or to undertake any nonexempt activity.

Grant Payments

Payment Schedule: Community Grants payments are made according to the schedule outlined in the award letter. The award letter also describes what deliverables are required before payments may be released. Community Grants are initially approved for a one-year project period with the potential to renew for a second year, pending receipt, review, and approval by the CF Foundation GCMA Department of a renewal progress report. The payment schedule will vary depending on whether the grant is renewed, as outlined below:

Grants for one (1) year: Funds will be disbursed in one payment that is contingent on the Foundation’s receipt of the signed award letter and any other deliverables required in the award letter (e.g., bank information, regulatory approvals, etc.). The Final Progress Report and Final Report of Expenditures are due within forty-five (45) days of the project period end date. The CF Foundation may be required to request the return of award funds if these reports are not received and approved.

Grants for two (2) years: The payment for the first award year is contingent upon the CF Foundation’s receipt of the signed award letter and any other deliverables required in the award letter.

For Year 2, payment is contingent upon the Foundation’s receipt of:

- The signed award letter for that award period and receipt of any other deliverables

- required in the award letter;
- Receipt and approval of the Renewal Progress Report, which is due ninety (90) days prior to the completion of the first award year; and
- Receipt and approval of the Report of Expenditures for the previous award year, which is due forty-five (45) days after completion of the first award year.

The Final Progress Report and Final Report of Expenditures are due within forty-five (45) days of the project period end date. The CF Foundation may be required to request the return of award funds if these reports are not received and approved.

Note: Please see page 1 of the award letter for the “Project Period” and “Award Period” specific dates.

Method of Payment: Whenever possible, grant payments are sent electronically via Automated Clearing House (“ACH”) and take approximately one (1) to three (3) business days from the time the Foundation processes the payment to when it appears in the Awardee’s bank account. Awardee must provide current banking information when submitting the executed award letter for Year 1. The CF Foundation accepts only one (1) account per Awardee. Multiple bank accounts are not accepted. After payments are transmitted, the CF Foundation will send an email to the Awardee or organizational official listed on the assurance document (see *Awardee Assurances* above).

Use of Grant Payments

Grant payments may only be used as specified in the grant application or as otherwise approved by the CF Foundation GCMA Department in writing. Failure to use the grant payments as set forth therein shall be a basis for termination of the grant and Awardee hereby agrees to return any grant funds not used in accordance with these terms and conditions.

Conflict of Interest

Unless specifically approved in writing by the CF Foundation GCMA Department, no Awardee shall utilize grant funds to pay any third party with a family relationship to Awardee (including any director, officer or employee of any Awardee organization). If Awardee becomes aware of any conflict of interest it is Awardee’s responsibility to notify the CF Foundation GCMA Department as soon as possible but no later than ten (10) business days from the date of becoming aware of the conflict. Should an Awardee become an employee of the CF Foundation, the Awardee shall immediately notify the CF Foundation GCMA Department, and the award shall be transferred to another qualified recipient at Awardee organization or terminated, as applicable (see *Changes in Grant Status* below).

Grant Deliverables

If a grant involves any deliverables to the Foundation, Awardee is expected to produce said deliverables within the time frame set forth in the award letter or as otherwise approved by the CF Foundation GCMA Department in writing. Failure to produce the deliverable(s) as set forth therein shall be a basis for termination of the grant and Awardee hereby agrees to return any grant funds earmarked for such deliverables not delivered to the CF Foundation.

Monitoring and Reporting Requirements

Renewal Progress Reports: Grants that are originally approved by the CF Foundation for a one-year project period and apply for renewal for a second year, must submit a renewal progress report ninety (90) days before the start date of the next award period. Failure to comply with this policy may result in the CF Foundation withholding and/or requesting a return of award funds. In such cases, the Foundation shall first notify the Awardee to allow for the opportunity to address the report status and receive payment.

Final Progress Reports: At the end of the project period, a Final Progress Report must be submitted to the CF Foundation within forty-five (45) days after the project end date. Failure to comply with this policy may result in the CF Foundation requesting a return of award funds. In such cases, the CF Foundation will first notify the Awardee to allow for the opportunity to address the report.

The CF Foundation reserves the right to request additional reports as necessary. Refer to the award letter for a description of other reporting requirements.

Financial Reports: Grants that are originally approved by the CF Foundation for a one-year project period and apply for renewal for a second year, must submit a Report of Expenditures within forty-five (45) days after completion of the first award year. Final Reports of Expenditures must be submitted within forty-five (45) days after completion of the project period (see award letter for the project period). Reports of Expenditures must be signed by the Awardee (for awards made to an individual) or Awardee and an authorized official from the Awardee organization. Reports of Expenditures must provide sufficient detail for the CF Foundation to ascertain that the expenses are in compliance with these terms and conditions. Additional expenditure reports, other than the yearly reports may be requested by the CF Foundation. Failure to comply may result in the CF Foundation withholding and/or requesting a return of award funds. The CF Foundation reserves the right to conduct a financial audit.

Carry Over of Grant Balance: At the end of the first year, the Awardee may request a carry-over of unexpended grant funds to the following award period during the submission of the Year 1 Report of Expenditures. The Awardee must provide an explanation for the unexpended funds as well as the proposed future use of the unexpended funds in the next award period. Carry-overs are not automatic and failure to secure Foundation approval will result in the forfeiture of the unexpended grant funds.

Submission of Reports: All reports must be submitted via the GMS or email, when requested, to grants@cff.org. In addition, the CF Foundation will accept documents with digital signatures that are verifiable. Hard copies are not required.

If electronic submission of signed documents is not possible, these documents must be mailed to:

Cystic Fibrosis Foundation
GCMA Department
4550 Montgomery Avenue, Suite 1100N
Bethesda, MD 20814

Most necessary reporting forms can be found directly in the GMS portal. If a reporting form cannot be found on the GMS, please look to <https://www.cff.org/reporting-forms-cf-foundation-awards> or send an email request to the CF Foundation GCMA Department at grants@cff.org.

Record Retention: Awardee shall retain financial records, supporting documents and all other records pertinent to the grant for a period of seven (7) years from the date of the submission of the final report of expenditures or the final progress report, whichever submission date is later, with the following exceptions:

- If any litigation, claim, financial management review, or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation claims, or audit findings, involving the records have been resolved and final action taken.
- Records for major equipment purchased with CF Foundation funds shall be retained for three (3) years after final disposition.

These record retention policies apply to paper and electronic storage of applicable information. Awardees that rely solely on an electronic storage system must assure that such a system is stable, reliable, secure, and maintains the integrity of the information. When storing electronic images of paper documents, the system must assure a full, complete, and accurate representation of the original, including all official approvals.

The CF Foundation shall be entitled to audit and inspect the books and records of Awardee. Awardee will keep accurate and complete records, policies, processes, systems, and accounts pertaining to the performance of the award. Upon notice and during regular business hours, CF Foundation may audit Awardee's records relating to its performance under this award, and its compliance or non-compliance with any provision of this award and the standards and covenants established under these terms and conditions, including, but not limited to, amounts claimed, data security, privacy compliance, during the term of the award and for a period of six months thereafter. Awardee shall undertake corrective measures, at Awardee's own expense, to remedy any deficiencies discovered during the audit and to bring Awardee in compliance with the requirements of these terms and conditions.

Cost Considerations

Personnel Compensated Under a Grant: In accordance with the National Institutes of Health ("NIH") policy, CF Foundation grants may not be used to fund the salary of any individual at a rate in excess of the current federal salary cap (see http://grants.nih.gov/grants/policy/salcap_summary.htm). All personnel compensated in whole or in part under a grant shall be considered employees of Awardee and not of the CF Foundation.

Indirect Costs: Indirect (Overhead) costs of up to twelve percent (12%) of the total award amount are allowable for established 501(c)(3) organizations.

Other Expenses: Business incorporation fees for the formation of a 501(c)(3) organization are allowable and should be reported under the "Other Expenses" category.

Budget Revisions: The Awardee is permitted flexibility in the utilization of award funds. However, any change to revise the budget and transfer expenses between budget categories that exceeds ten percent (10%) of the total award amount must have prior written approval from the CF Foundation GCMA Department.

Donations: Awardee may not donate to the CF Foundation any gross receipts received from a third party.

Changes in Grant Status

Change in Scope: The Community Grants team and the CF Foundation GCMA Department must be notified in writing if there is any fundamental change in the purpose for which the grant was made, or if the scope is not achievable for any reason. Fundamental changes may not be made without prior written approval from the CF Foundation GCMA Department. Requests must be submitted via email to impact@cff.org and grants@cff.org.

Leave of Absence: Any Leave of Absence (“LOA”) requests for Awardee (or Awardee’s project lead) must be submitted in writing to the CF Foundation GCMA Department within thirty (30) days of the start date of the LOA. The LOA request must include the start and end dates (or estimated end date) for the LOA, the signature of the PI, and signature of the Awardee’s institutional official (if applicable). Awardees may charge salary and benefit expenses to the award for up to sixty (60) calendar days of parental leave per year for the adoption or birth of a child provided such costs are incurred under formally established institutional policies that are consistently applied regardless of the source of support. If the LOA exceeds ninety (90) days, the Awardee may be asked to work with the CF Foundation Program Officer to identify and assign an interim PI to the project.

Change in Key Personnel: The replacement of the Awardee or project lead must have prior written approval from the Community Grants team and the CF Foundation GCMA Department. The transfer to a new Awardee or project lead is contingent on the proposed new personnel having the required expertise for successful continuation of the project. Contact the CF Foundation GCMA Department for the documents required to request a change in key personnel. Requests must be submitted via email to impact@cff.org and grants@cff.org.

Early Termination of Grant: In the event a grant is terminated before the end of the project period, the Awardee may request reimbursement for allowable costs and obligations incurred up to the date of termination that cannot be cancelled. If the Awardee terminates this grant without reasonable cause, the Awardee will, at the request of the CF Foundation, reimburse the Foundation for a portion or all of the grant funds disbursed to Awardee.

Intellectual Property, Invention Reporting, and Royalties

Intellectual Property: As between the CF Foundation and the Awardee, the Awardee will own all right, title and interest, including to the extent applicable all patent, copyright, trademark, and other legal rights, in and to all inventions (whether or not patentable), products of the mind, tools, scientific discoveries, technological advances, compilations, computer software, printed materials and other works of authorship created, made, conceived, reduced to practice or further developed by the Awardee in the course of conducting research using funds provided by the CF Foundation (a “CFF Invention”). This policy does not apply to any intellectual property of the Awardee that is not a CFF Invention.

Invention Reporting: The Awardee shall report to the CF Foundation GCMA Department within sixty (60) days of the receipt of any invention disclosure, the filing of any patent application claiming any CFF Invention, the issuance of any patent claiming any CFF Invention, the filing of any application to register a copyright or trademark in any CFF Invention, and the execution of any agreement awarding any third party the right to use or practice any CFF Inventions (whether for research, development, commercial or

other purposes). In addition, the Awardee shall promptly report to the CF Foundation GCMA Department any decision to abandon or not pursue patent protection on any CFF Invention. The Awardee is required to report invention disclosures, patent applications, patent allowances and/or the execution of IP transfer agreements related to CFF Inventions to the Foundation after the expiration of the CF Foundation award.

Patents: Any patent application derived from a CFF Invention shall contain language in the patent application acknowledging the CF Foundation's support of a CFF Invention, e.g., "This invention was supported by awards from the Cystic Fibrosis Foundation."

Commercialization: Awardee shall use reasonably diligent efforts, at its sole expense, to develop and commercialize a CFF Invention in a timely fashion, either itself or through one or more licensees in the field of curing, diagnosing, and/or treating CF and its complications. Awardee shall promptly and thoroughly respond to the CF Foundation's requests for information regarding such licensing or commercialization efforts.

Publications and Publicity

Acknowledgement of Support: If the Awardee has a website or public-facing digital channel, the CF Foundation requires Awardees to acknowledge the Foundation's support on Awardee's website no later than two (2) months after the start of the award period(s) and for that acknowledgement to remain visible throughout the duration of the funding period(s). The Awardee has permission to, and must, use the CF Foundation logo in this acknowledgement. Awardee's use of the Foundation's logo is strictly limited to this use only and may not be otherwise used without permission from the Foundation.

The CF Foundation also appreciates and requires acknowledgement of the Foundation's support in all public presentations, correspondences, and published manuscripts related to the Award or any related work. All such publications or exhibits must carry a credit line such as: "Supported [in part] by an award from the Cystic Fibrosis Foundation" in any release for publication or public announcements for marketing, publicity or promotional purposes - including press or media materials. If Awardee wishes to include additional information about the CF Foundation in any publications or publicity related to the Awardee's work, the Awardee should contact mediarelations@cff.org for review and approval.

Publicity: No Awardee may release for publication, other than through peer-reviewed professional or scientific journals, the results of the Awardee's work without notifying the CF Foundation of the Awardee's intention to do so and furnishing the Foundation with a copy of the material intended for release. Awardee should send these materials to mediarelations@cff.org.

Public announcements for marketing, publicity, or promotional purposes pertaining to work to be done or accomplished under a CF Foundation award may not be made without the written approval of the Awardee and the CF Foundation. Any press or media releases pertaining to research funded by a CF Foundation award must be approved by the Foundation in advance and should be emailed to mediarelations@cff.org at least twenty-four (24) hours prior to being issued. Awardee shall accept reasonable comments and revisions to any public announcement as requested by the CF Foundation.

Neither the CF Foundation nor Awardee shall be entitled to use the name, trademark, logo, symbol, or other image of the other, its employees or agents in any advertisement, endorsement, promotion, or other form of publicity (with the exception of acknowledgement (or acknowledging the CF Foundation) when presenting at scientific conferences or professional meetings related to the CF Foundation award)

without prior written consent, except to acknowledge source of funding. Such approval will not be unreasonably withheld.

Notwithstanding the foregoing, the CF Foundation and the Awardee may make factual statements regarding the existence and purpose of the relationship that is the subject of these terms and conditions, without written permission. This includes, without limitation, the CF Foundation's right to publish information regarding a CF Foundation award such as the name of the Awardee, award number, proposal title, lay abstract, and years of support. In any such statements, the relationship of the CF Foundation and the Awardee shall be accurately and appropriately described.

Misconduct

Awardee agrees to comply with all applicable laws, regulations, and CF Foundation policies. Awardee verifies that Awardee is not currently suspended, debarred or ineligible from doing business with the federal government or subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). Awardee agrees to provide immediate notice to the Foundation should Awardee no longer be in compliance with its obligations under this Section.

Financial Misconduct: Should financial misconduct occur as part of the CF Foundation grant, the Awardee must provide written notification to the Foundation within five (5) business days of becoming aware of the misconduct. The notification should include the nature of the violation, the actions that will be undertaken to correct the violation and prevent reoccurrence, and detailed timeline for such corrective actions. The Foundation reserves the right to withhold funds, to request the return of funds if deemed appropriate, or to request additional corrective action(s) as necessary. Additionally, the Foundation reserves the right to terminate the award in the case of severe misconduct.

Diversity, Equity, and Inclusion: The CF Foundation is committed to building a truly inclusive culture, where diversity of thought and experience is welcome and essential for our success. This commitment extends across our efforts to promote health equity and the science we fund. The CF Foundation prohibits discrimination in violation of applicable law against any person or group and expects Awardee to have established policies in place to investigate and address any allegations of harassment and/or discrimination. Awardee agrees to promptly report any findings of actual incidents of harassment and/or discrimination that are related to any CF Foundation award to the CF Foundation GCMA Department within ten (10) business days of the findings. The CF Foundation reserves the right, in its sole discretion, to withhold funds, to request the return of funds, to request that Awardee take additional corrective action(s) and/or to terminate the award.

Indemnification

The CF Foundation and its affiliates assume no responsibility for the activities performed by Awardee as part of this grant. As a condition of acceptance of this grant, Awardee indemnifies and holds harmless the CF Foundation and its Trustees, officers, employees, agents, and affiliates against all actions, claims, demands, costs, liabilities and expenses (including reasonable attorney's fees) arising out of activities associated with the grant.

Insurance

Awardee hereby represents and warrants that it maintains adequate insurance coverage consistent with industry standards, through a reputable insurance carrier, to cover the activities subject to the award.

Governing Law

The CF Foundation grant and these terms and conditions will be governed by Maryland law.

Changes to Terms and Conditions

In the event the Awardee wishes to propose alternative language to any clause described in this document, these changes must be requested in writing. To request a *Proposed Changes to Terms and Conditions* form, email the CF Foundation GCMA Medical Compliance Office at medicalcompliance@cff.org. Awardee's proposed changes are not effective unless agreed to in writing by the CF Foundation.

The CF Foundation reserves the right to periodically update these terms and conditions. The CF Foundation will provide written notification to the Awardee if there are updates to the terms and conditions.

Contact Information

Cystic Fibrosis Foundation GCMA Department
4550 Montgomery Avenue, Suite 1100N
Bethesda, MD 20814
301-841-2614
grants@cff.org

Cystic Fibrosis Foundation Community Partnerships Department
4550 Montgomery Avenue, Suite 1100N
Bethesda, MD 20814
240-200-3785
impact@cff.org