

## AWARD STATEMENT

**Please note: The Damon Runyon Cancer Research Foundation will not modify the terms of this policy at the request of individual institutions. The policy has been approved by our Board of Directors, and we do not have the resources to negotiate separately with the many institutions that receive our support.**

### I. DALE F. FREY AWARD FOR BREAKTHROUGH SCIENTISTS

A. Please call the Damon Runyon Cancer Research Foundation at 212.455.0520 or email [awards@damonrunyon.org](mailto:awards@damonrunyon.org) to accept or decline the award.

B. The grantee institution and Dale F. Frey Award recipient must sign the attached award acceptance form, include the Awardee's ORCID iD (<https://orcid.org/register>) and return it to the Foundation **within ten (10) working days** following notification.

C. The Dale F. Frey Award recipient must email ([shannon.donovan@damonrunyon.org](mailto:shannon.donovan@damonrunyon.org)):

1. A brief paragraph describing in layman's terms how his/her research is relevant to cancer and to which specific types of cancer the work relates.

2. Two current digital color photographs (at least 3 square inches, jpgs at 300 dpi) of the recipient in a research setting, which may be used for fundraising purposes or to publicize the Foundation's programs.

D. Percent Effort: The Dale F. Frey Scientist must commit at least 80% of his/her full-time professional effort to research activities.

E. Usage of Funds: The award is \$100,000 and must be expended within two years of the initial award date. All awards will be made to the host institution for the support of the designated scientist. The funds are intended to be flexible and can be used for a variety of scientific needs including the awardee's salary, salaries for professional and technical personnel, equipment, supplies, and other miscellaneous items required to conduct the research. Funds may also be used to defray the cost of the recipient's healthcare benefits. Should the awardee move to an independent position at another institution during the award period, the funds may be transferred to the new institution (see II. Reporting, B. Financial). ***The award cannot be used for indirect costs or institutional overhead.***

### II. REPORTING

#### A. SCIENTIFIC

***All reports are kept strictly confidential. The reports serve as an auditing tool to monitor research progress and award impact.***

At the completion of the award, the awardee must submit:

1. A brief description of total accomplishments over the term of the award in general scientific terms, including impact of the research on cancer.
2. A statement indicating how the Dale F. Frey Award made a difference to the Scientist.
3. A brief description of collaborations and partnerships related to the Damon Runyon-funded research, with either academic and/or industry scientists. Please identify your collaborator(s) and his/her academic/industrial affiliation(s).
4. A statement of future plans.

5. An up-to-date NIH Biosketch.
6. A completed intellectual property disclosure form.

## **B. FINANCIAL**

Monies may be used to cover salary (investigator, technical staff, students and postdoctoral fellows) and/or research costs (supplies, equipment, etc.). Funds may also be used to defray the cost of the recipient's healthcare benefits.

The institution's financial officer must maintain a separate account including receipts for each award, and this account must be available for audit by representatives of the Foundation. All funds must be expended within two years of the initial award date. Reports of expenditures must be submitted on the form provided by the Foundation and any unexpended balance refunded within 60 days of the award end or transfer date.

### **Financial Expenditure Report Preparation Guidelines:**

Please use the Foundation's form for the report (it is available on our website or can be requested from [awards@damonrunyon.org](mailto:awards@damonrunyon.org)).

## **III. CONFIDENTIALITY AGREEMENT**

Dale F. Frey Scientists may not enter into confidentiality agreements that prevent or delay them from publishing and/or presenting their Damon Runyon-supported research.

## **IV. RELATIONSHIP OF PARTIES**

Awards are made to the institutions to support the awardee and the project set forth in his/her application. It is understood by all parties that this award in no way constitutes an employer-employee relationship between the Damon Runyon Cancer Research Foundation and the recipient.

## **V. INTELLECTUAL PROPERTY POLICY**

**Please note: The Damon Runyon Cancer Research Foundation will not modify the terms of this policy at the request of individual institutions. The policy has been approved by our Board of Directors, and we do not have the resources to negotiate separately with the many institutions that receive our support.**

All research grants, fellowships and other awards made by the Damon Runyon Cancer Research Foundation ("DRCRF") are subject to this policy. By accepting an award from DRCRF for a research project, the grantee and the institution(s) agree to be bound by the terms and conditions of this policy.

An essential part of DRCRF's mission is to accelerate the translation of scientific breakthroughs into new diagnostic tools and treatments for cancer, and DRCRF recognizes that discoveries having commercial application or value may arise out of research supported by DRCRF. It is DRCRF's intent that these discoveries are widely disseminated and become available for the public benefit at the earliest possible time. This policy sets forth DRCRF's rights with respect to discoveries funded, in whole or in part, by DRCRF that have commercial application or value.

For purposes of this policy, "Intellectual Property" is defined as any invention, data, material, method, product, process, program, discovery, improvement, copyrightable work (excluding scientific publications) or other work product resulting from the performance of any research funded, in whole or in part, by DRCRF.

1. Unless otherwise agreed, title to Intellectual Property will reside with the grantee institution pursuant to the grantee institution's intellectual property policies.

2. The grantee institution will, at its own expense, use diligent efforts to obtain patent and/or copyright protection, as applicable, for the Intellectual Property and to grant licensees under such Intellectual Property to third parties to commercialize the discoveries disclosed or claimed in the Intellectual Property in a thorough and diligent manner.
3. The grantee institution will inform DRCRF in writing promptly upon the filing of any patent application constituting Intellectual Property and the execution of any license agreement under which rights to practice such Intellectual Property commercially are granted to a third party. In addition, the grantee institution will provide DRCRF, on an annual basis, a written report describing the status of all patent rights constituting Intellectual Property, information regarding any licenses to commercialize the discoveries disclosed or claimed in the Intellectual Property, including consideration received under such licenses, and status of efforts by any licensees to commercialize the discoveries.
4. DRCRF will be entitled to receive a portion of all consideration, in any form, received by the grantee institution that arise out of the licensing or other exploitation of Intellectual Property, after amounts are distributed to individual inventors (but not distributions to institutional departments or laboratories) in accordance with the grantee institution's written policies. The portion of such consideration to which DRCRF will be entitled will be equal to the quotient obtained by dividing (a) the amount of the award made by DRCRF for the research that resulted in the Intellectual Property by (b) all direct costs provided by funding sources, including DRCRF, for the research that resulted in the Intellectual Property, but in no event will Damon Runyon's portion exceed 50%. For clarity, costs associated with the recruiting of scientific staff, laboratory start-up costs and other infrastructure costs may not be included in the foregoing calculation.
5. The grantee institution will be entitled to credit the following against any amounts due to DRCRF under this policy:
  - (a) an amount equal to the product obtained by multiplying (a) the amount of the award made by DRCRF for the research that resulted in the Intellectual Property and (b) the grantee institution's approved NIH indirect cost rate at the time the award was made; and
  - (b) the reasonable, out-of-pocket costs incurred by the grantee institution for the preparation, filing and prosecution of patent rights included in the Intellectual Property that have not been reimbursed by a third party.
6. DRCRF and the grantee institution will negotiate in good faith and execute a royalty-sharing agreement consistent with the terms of this policy promptly following the filing of any patent application constituting Intellectual Property, and before any rights are granted to a third party to commercialize the discoveries disclosed or claimed in the Intellectual Property.
7. All information of a confidential nature disclosed to DRCRF pursuant to this policy will be maintained in confidence by DRCRF and will not be disclosed to any third party without the prior written consent of the grantee institution.

## **VI. PUBLICATIONS/PRESENTATIONS/WEBSITE**

Publications (including abstracts of presentations at scientific or clinical meetings) resulting from projects supported by the Foundation must carry the following acknowledgment: “[Name of Dale F. Frey Scientist] is supported (in part) by the Damon Runyon Cancer Research Foundation (DFS-#[\_\_\_\_]).”

Awardees are also encouraged to identify themselves as a Dale F. Frey Scientist of the Damon Runyon Cancer Research Foundation when presenting their work at professional conferences, and on their websites.

## VII. PUBLIC ACCESS POLICY

Damon Runyon Cancer Research Foundation (“Damon Runyon”) funds biomedical research in order to better understand the causes of cancer and to advance its prevention, diagnosis and treatment. The main output of this research is new knowledge. To ensure this knowledge can be accessed, read, applied, and built upon in fulfillment of our goals, Damon Runyon expects its researchers to disseminate their findings, including publishing in peer-reviewed journals.

In addition, it is a condition of Damon Runyon funding that all peer-reviewed articles supported in whole or in part by its grants must be made available in the PubMed Central online archive. PubMed Central is a database of full-text biomedical journal articles available online without a fee, hosted by the National Library of Medicine in the National Institutes of Health. Once posted in PubMed Central, results of research become more accessible, prominent, and integrated, making it easier for scientists worldwide to pursue biomedical research. It also makes this information accessible to Damon Runyon and its donors, as well as patients, clinicians, educators, students and others.

Damon Runyon award recipients are required to deposit an electronic copy of their final peer-reviewed manuscripts in PubMed Central immediately upon acceptance for journal publication and take the steps necessary to link that manuscript to the appropriate Damon Runyon grant. The manuscript is to be made publicly available in PubMed Central no later than 12 months after the official date of journal publication. This requirement applies to all Damon Runyon grants awarded after July 1, 2013.

It is the responsibility of the awardee to ensure journal articles are deposited into PubMed Central. As a member of the Health Research Alliance (HRA), Damon Runyon has adopted the procedures established by HRA which has partnered with the National Library of Medicine (NLM) to enable HRA member-funded awardees to deposit their publications into PubMed Central with an embargo no longer than 12 months. The first step involves linking award information to the awardee profile in the HRA Open system. Please refer to the [HRA Open User Guide for Awardees](#) and follow the instructions provided.

Damon Runyon award recipients must acknowledge Damon Runyon support in every article arising from such funding. The acknowledgement statement must include the applicable Damon Runyon grant number. This will enable Damon Runyon to link the published outputs of research to the support it has provided.

Damon Runyon also encourages award recipients to publish in peer-reviewed open access journals with a policy of immediate availability of the published version without restriction, and permits use of non-salary/stipend grant funds to pay associated publication fees.

## VIII. OPEN ACCESS FEE REIMBURSEMENT POLICY

Damon Runyon encourages and enables our scientists to publish in open access journals, which facilitates more rapid dissemination and broad use of their publications. To do so, **we have established an annual fund of \$25,000 that is available on a first-come, first-served basis to current awardees to pay fees incurred by publishing in open access journals.**

- The publication must be based on Damon Runyon-funded research.
- Publications resulting from projects supported by the Foundation must carry the following acknowledgment: “Name of Awardee is a Damon Runyon Dale F. Frey Scientist supported (in part) by the Damon Runyon Cancer Research Foundation (DFS-\_\_\_).”
- Requests must be submitted during the Damon Runyon award period, or within 18 months of the award end date.

- Scientists should submit a written request to us with 1) a copy of the invoice or receipt for publication fees from the journal, 2) PDF copy of the accepted publication, and 3) active URL link to the publication.  
All requests will be reviewed. If approved and there is money remaining in the fund, we will reimburse you for these fees.

## **IX. PUBLICITY**

Media coverage is to the advantage of both the host institution and the Damon Runyon Cancer Research Foundation. In media releases resulting from projects supported by the Foundation, identify yourself as “Name, the Dale F. Frey Scientist of the Damon Runyon Cancer Research Foundation” Please notify the Foundation as soon as possible of all media releases. The Foundation is willing and able to assist in any publicity related to the award.

## **X. TERMINATION**

Upon early termination of a Dale F. Frey Award, the Foundation must be notified immediately. A final report of expenditures must be submitted within 60 days, along with the refund of any unexpended balance. A final progress report must be submitted at this time including a completed intellectual property form.

## **XI. PARENTAL LEAVE POLICY**

The Damon Runyon Foundation will allow up to 12 weeks of paid parental leave for birth/adoptive parents consistent with their institution's policy. The Foundation must be notified in advance of the leave.

## **XII. UPDATING INFORMATION**

The Foundation requests the most current information pertaining to change of address or position of the Dale F. Frey Scientist, executive or fiscal officers of the institution in order to maintain an up-to-date database.

## **XIII. VISA STATUS**

It is the responsibility of the host institution to make every effort to ensure that awardees comply with federal immigration policy.

## **XIV. MODIFICATION TO THE AWARD**

Should the Dale F. Frey Scientist wish to discontinue the project, leave the designated institution, take a leave of absence for any reason or modify any agreement of the award letter, he or she must seek approval from the Damon Runyon Cancer Research Foundation in advance. **Failure to comply with this requirement may result in immediate termination of the Award and may jeopardize any future awards to the grantee institution by the Foundation.**

May 22, 2018