ACT for FOP Grant Program
Terms & Conditions of Grant Award

About this Document
This document outlines terms and conditions for grants awarded by the IFOPA under the ACT (Accelerating Cures and Treatments) for FOP grant program. All grants will be subject to, and conditioned upon the recipient's agreement to be bound by, these Terms & Conditions. In the event that the recipient does not agree in writing to these Terms & Conditions within thirty (30) days of the grant award, the IFOPA may withdraw the grant award.

1. Duration
This grant is made for a period of one year. The funding period begins December 1, 2019 and ends November 30, 2020. Requests for change in funding dates will be considered.

2. Payment
Payments are issued to the Recipient’s Institution upon contract execution, project completion (no less than 20% of the total), and at least one interim time-point specified by the project and contingent upon successful submission of progress reports. The final milestone for all projects is expected to be either submission of a publication to a peer-reviewed journal, submission of an abstract to a scientific conference, or submission of a patent application.

Grant funds may not be used for indirect costs.

The IFOPA is not responsible for the over-expenditure of grant funds, nor for expenditures made before the starting date of a grant.

3. Progress Reports
Recipients will be required to provide progress reports to the IFOPA, the IFOPA Research Committee and the Scientific Advisory Board for confidential review in conjunction with payment milestones. Progress reports should be emailed to grants@ifopa.org within thirty (30) days of the interim project milestone outlined for the project and within ninety (90) days of project completion. The progress reports should include the following information:

i. A summary of project expenditures
ii. A brief narrative of the work performed and progress made
iii. A description of any changes in plans from the original project proposal, and a justification for such changes

iv. A list of manuscripts or abstracts submitted and/or published based upon results of this project

v. A description of any intellectual property that was generated using IFOPA research support

A final itemized report of expenditures must be submitted by the Recipient and/or the Institution within ninety (90) days of the completion of the grant, together with the refund of any unexpended balance. Unexpended funds from an existing grant may only be carried forward to a renewal or an extended grant term with the prior written permission of the IFOPA.

The IFOPA reserves the right to require, at its discretion, additional information related to the progress of the project or the project budget, or to schedule a site review of the Project.

4. Announcement of the Award
The IFOPA will be permitted to use the image and likeness of the Recipient, the Institution, and/or the Principal Investigator or other members of the project team, in connection with all statements, printed materials or electronic media related to the research grant. At the IFOPA’s request, the Principal Investigator will provide the IFOPA with appropriate photographs and biographical information to be used in connection with the research grant.

The IFOPA will share some information about the grants with the public, including the title of the project, the name of the Principal Investigator, the Institution, the amount of the grant award, and the abstract, or edited abstract, provided as part of the grant application.

5. Publication and Availability of Results
All results and accomplishments resulting from work supported in part by IFOPA should be made available to the public and scientific community as soon as possible, preferably in an open-access, peer-reviewed journal or publicized scientific conference.

Any published peer-reviewed manuscripts that arise, in whole or in part, from IFOPA funding must be submitted to the National Library of Medicine’s PubMed Central no later than twelve (12) months after the official date of publication.

*The IFOPA requires recognition of its funding support in any publications, abstracts, or presentations resulting from the research. The IFOPA must receive a copy of the published material or paper including presentations at the time of publication.*

The Principal Investigator is and will be expected to provide a high-level summary of project results for public access on the IFOPA website and to present the findings and/or results of the project at an IFOPA-hosted Drug Development Forum. The project summary should be sent to the IFOPA by email at grants@ifopa.org.

Any genomic data generated using funds from this award must be deposited in a public database as soon as possible, and no later than one year after the termination of the grant period. Requests for extensions may be granted on a case-by-case basis.
Any FOP human biospecimens that are collected using funds from this award must be made available to the IFOPA FOP Biobank on a reasonable basis as soon as possible, and no later than one year after the termination of the grant period. The transfer of any biospecimen remnants should be included in the patient informed consent. The IFOPA will have the right to use, store and distribute (including without limitation through third party repositories) these biospecimens for all research and development purposes at the IFOPA’s discretion. Access to the biospecimens will be made available at the Institution’s expense of providing such access.

Any FOP disease models or assays, including spontaneously transformed cell lines, genetically engineered cell lines, xenografts or transgenic organisms, generated using funds from this award must be made available to the scientific community on a reasonable basis as soon as possible, and no later than one year after the termination of the grant period, in adherence to the United States National Institutes of Health Policy on Sharing of Model Organisms for Biomedical Research.

6. Intellectual Property
The IFOPA must be notified in reasonable detail in writing by an authorized official at the Institution of all inventions, discoveries and improvements (collectively "Intellectual Property" or "IP"), including specifically all domestic and foreign patent applications, that may be derived from IFOPA research support within sixty (60) days of their initial creation.

Any Intellectual Property or tangible property generated using IFOPA research support will remain the property of the Institution. Notwithstanding the foregoing, however, the IFOPA will be entitled to receive ten percent (10%) of any revenues or other commercial benefit (including without limitation the value of any licensee equity) obtained by the Institution as a result of the grant of any rights to any third party with respect to such Intellectual Property or tangible property.

If the Institution fails to take reasonably diligent steps in accordance with its standard policies and procedures to protect and/or commercially license or develop resulting IP and/or tangible property derived from IFOPA research support within ninety (90) days of its development and thereafter, then the IFOPA may elect to take the lead in such matters on the Institution’s behalf, including without limitation by filing and prosecuting patent applications and negotiating license agreements (subject to the Institution’s approval, not to be unreasonably withheld) with third parties with respect thereto. If the IFOPA takes the lead in such activities, any revenues or other commercial benefit obtained by the Institution from any grant of rights to any third party with respect to such Intellectual Property or tangible property will first be used to reimburse any expenses incurred by the IFOPA in performing such activities, and thereafter the portion of revenues or other commercial benefit to which the IFOPA is entitled with respect to such IP or tangible property will be increased to fifty percent (50%).

7. Use of Animals and Humans in Biomedical Research
The Principal Investigator or the Institution must provide the following items to the IFOPA within ninety (90) days of the award letter. If all applicable items have not been received within ninety (90) days, any funds disbursed by the IFOPA must be returned to the IFOPA in full within thirty (30) days thereafter.
i. If the project involves human subjects research, proof of approval for the project by an Institutional Review Board.

ii. If applicable, proof of approval by the Institution's Animal Use and Protection Committee (or similar oversight group).

iii. If FOP disease models will be created, a statement from an authorized official at the Institution that the Institution will make available any FOP disease models developed with funds from this award to the IFOPA and any third parties for research and development purposes. The statement should identify and explain the nature of any limitations or restrictions on the use of any model so developed, including any third party rights in data, materials, or inventions generated using such systems.

8. Changes of Status of Principal Investigator
If the named Principal Investigator changes affiliations the award will follow only after approval of transfer from the IFOPA. If the named Principal Investigator ceases research in the field for which the award was made, the award will terminate, and the remaining balance will be returned to the IFOPA.

9. Cancellation
A grant may be cancelled by the IFOPA or the Institution upon 30 days written notice, or immediately by the IFOPA for cause if the IFOPA determines that the Principal Investigator or the Institution has not complied with these Terms and Conditions. In the event of cancellation by the IFOPA without cause, the Institution will be reimbursed from any remaining unexpended grant funds for all costs incurred and all non-cancelable commitments in the approved project. In the event of any cancellation for any reason by either party, any unexpended or un-obligated funds advanced by the IFOPA shall be refunded immediately.

10. Indemnification of the IFOPA
The Principal Investigator and the Institution will indemnify and hold harmless the IFOPA, its Board, agents, advisors and constituents from any claim, judgment, award, damage, settlement, liability, negligence or malpractice arising from research or investigation activities related to this grant, unless the Institution is a Federal or State non-profit organization that is prohibited by law from entering into this indemnification obligation, in which case the Institution will instead assume all liability for such matters to the extent permitted under applicable law.

11. Miscellaneous
These terms and conditions reflect the entire agreement between the parties. No provision may be waived, amended or modified except by a writing signed by the parties.