



Child Health Research Awards Program

Terms of the Award

Overview: The Charles H. Hood Foundation (the “Hood Foundation”) was established in 1942 to improve the health and quality of life for children through grant support of New England-based pediatric researchers. Since 1942, the Foundation has funded over 600 Child Health Research Awards in clinical, basic science, public health, health services, and epidemiology research providing over \$70 million in research support.

Awards are made to nonprofit academic, medical or research institutions in the six New England states (the “Institution Grantee”) for Projects (as defined below) to be carried out by an individual at the Institution Grantee (the “Individual”). The Individual may be nominated by the Hood Foundation but must be approved by the Institution Grantee. The Institution Grantee is responsible for the supervision of the Individual, the administrative and financial management of the award, including any subcontracts, and the maintaining of adequate supporting records and receipts of expenditures. The Institution Grantee, Individual, and the Hood Foundation, in consideration for the Award (defined below) and other good and valid consideration, and as a condition for the Hood Foundation’s granting the Award, agree to the terms and conditions in this document.

Award Amount and Funding Period: Two-year grants totaling \$200,000 (\$100,000 per year) (the “Award”) will be made for the period of September 1, 2026 – August 31, 2028 (the “Award Period”). The start date of the Award Period may be postponed for up to three (3) months without a formal request. Any longer delays must be approved by the Hood Foundation. A delayed start date will not reduce the Award Period (e.g., a Project start date of December 1, 2026 will revise the Project end date to November 30, 2028).

Research Disturbances: Upon Award funding recommendation notification, the Institution Grantee and the Individual shall confirm that the Individual’s laboratory at the Institution Grantee (and any laboratories/facilities/staff included in the proposed Project) will be operational, and able to start the work described in the Proposal (as defined below) by the Award start date or within the standard three (3) month delayed start timeframe. Award start dates beyond the three (3) month timeframe will be considered with assurances from the Institution Grantee, but the Hood Foundation may rescind the Award in the event of such delay.

Institutional Assurances: The Institution Grantee and Individual must adhere to all federal, state, and local laws and regulations, including those regarding the use of human subjects or biologic samples, the need for informed consent when appropriate, animals, radioactive or hazardous materials, and recombinant DNA in the Project. It is the Institution Grantee’s responsibility to make sure that all animal use, human subjects and other required institutional approvals are in place prior to releasing any Award funds for the Project. The signatures of the Authorized Institutional Representative on the Application Face Sheet and the Institutional Officer on the “Institutional Officer Acceptance Agreement” confirm this oversight. The Institution Grantee and Individual agree to cooperate with the Hood Foundation in supplying any additional information or complying with any procedures that any

governmental agency might require for the Hood Foundation to establish that it has observed all requirements of the law with respect to this Award.

The Institution Grantee represents that it is tax-exempt under 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") and is described in (i) section 501(c)(3) of the Code and (ii) either section 509(a)(1) or 509(a)(2) of the Code as a public charity. The Institution Grantee shall notify the Hood Foundation immediately in writing of any anticipated or actual changes in its tax-exempt status.

Liability: The Hood Foundation does not assume any liability or responsibility for the Project including, without limitation, incidents or accidents involving any project personnel or study subjects (whether on travel, in the laboratory, classroom, or elsewhere).

Indemnity: To the extent permitted under the applicable federal, state, and local laws and regulations which govern the Institution Grantee and the Individual (the "Indemnifying Parties"), the Institution Grantee and the Individual shall indemnify and hold the Hood Foundation, as well as its respective directors, officers, employees and assigns (the "Indemnified Parties"), harmless from and against any and all suits, costs, losses, or expenses, including court costs and reasonable attorneys' fees, that the Indemnified Parties may incur from any third party claim arising out of or relating to the Project to the extent caused by the Indemnifying Parties' or its directors', officers', or agents' acts or omissions, or failure to comply with the terms of this Agreement.

Scientific Misconduct: The appropriate federal, state, and local guidelines with regard to scientific misconduct must be communicated, implemented and enforced by the Institution Grantee. In the unlikely event that an Individual is involved in an investigation of scientific or financial misconduct, he or she will be subject to the procedures in place at the Institution Grantee. To the extent legally permissible, the Institution Grantee must notify the Hood Foundation of both the investigation and the procedures that the Institution will follow.

To the extent legally permissible, a finding of scientific and/or financial misconduct must be reported to the Hood Foundation and may affect the Institution Grantee's continued eligibility for the Award.

Research Misconduct: The Institution Grantee certifies that it has established administrative policies as required by Public Health Service Policies on Research Misconduct, 42 CFR § 93, and that the Institution Grantee and Individual will comply with the policies and requirements set forth therein (collectively, the "Policy"). In the unlikely event that an Individual is involved in an investigation of research misconduct directly related to the Project, he or she will be subject to the procedures in place at the Institution Grantee as applicable. According to the Policy, research misconduct is defined as the "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest error or difference of opinion."

To the extent legally permissible, the Institution Grantee must notify the Hood Foundation of a finding of research and/or financial misconduct related to the Project and may affect the Institution Grantee's continued eligibility for the Award.

Other Funding: Neither the Institution Grantee nor the Individual will accept funding from another source which will result in an overlap of funding for the Project or result in greater than 100% effort of the Individual or Key Personnel. The Institution Grantee and the Individual are responsible for determining whether acceptance of this Award will jeopardize support they may receive from other sources and ensuring that the Individual has the capacity required to perform the Project within the

proposed timeline. The Institution Grantee will immediately report to the Hood Foundation any additional funding available for activities related to this Project.

Use of the Award Funds: Award funds, and any interest income that may be derived therefrom, may be used only for the charitable and scientific purposes, within the meaning of section 501(c)(3) of the Code, of the research project and budget (the "Project") as submitted in the Institution Grantee's Project proposal (the "Proposal"). The Institution Grantee must exercise proper stewardship over Award funds and ensure that costs charged to the Award are allowable, allocable, reasonable, necessary, and consistently applied in line with the Proposal. The Institution Grantee shall be liable for reimbursement to the Hood Foundation for any Award funds associated with any inappropriate or unauthorized expenditures or fraudulent or improper conduct involving the use of Award funds. The Award, including any earned interest, may only be used for the purposes stated in the Proposal. Award funds will be paid directly by the Hood Foundation to the Institution Grantee. Award funds may not be expended for any other purpose without the prior written approval of the Hood Foundation.

Expenses eligible for support include the Individual's salary and fringe benefits; salaries and fringe benefits of personnel essential to the Project for only their work as it directly relates to the Project; publication of scientific data; travel to scientific meetings; laboratory and data processing supplies; and other direct expenses such as equipment essential to the Project. Award funds may only be used for salaries in proportion to the percent effort on the Project. However, percent effort may exceed the percent of total remuneration requested.

Award funds may not be used for new construction, the renovation of existing facilities, fundraising projects or endowments. Award funds may not be used for accumulated deficits. Award funds awarded for the direct costs of the Project may not be used for general operating costs. Research-related expenses not directly related to the Project, general office supplies, individual institutional administrative charges in addition to indirect costs (e.g. telephone, other electronic communication, IT network), professional membership dues, and pre-Award charges are not allowable expenses. Neither the Award funds nor interest income derived therefrom may be used to (i) attempt to influence legislation or the outcome of any election for candidates to public office, (ii) attempt to influence the opinions of the general public about legislation, directing them to take action, or carry on any voter registration drive, (iii) cause any private inurement or improper benefits to occur, (iv) induce or encourage violations of law or public policy, or (v) for any other purposes inconsistent with section 501(c)(3) of the Code.

Individuals are required to devote at least 20% effort to the Project. Salaries must be in proportion to the percent effort on the Project; however, percent effort may exceed the percent of total salary support requested from the Hood Foundation.

Indirect costs (institutional overhead) may not exceed 10% of direct costs or up to \$9,091 each year of the two-year Award period. The annual amount, including overhead, is \$100,000 per year for a total of \$200,000 over the two-year period of the Award.

In instances where there is a subcontract, the combined dollar amount for indirect costs taken by both the Institution Grantee and contracting institution may not exceed \$9,091 each year of the two-year Award.

Re-Budgeting: Expenditures are expected to be within reasonable range of the budget that was submitted with the Proposal. Requests for re-budgeting or reallocation of Award funds over \$20,000 must be conveyed by email to the Hood Foundation. The request must include the current allocation of

funds along with specific detail and justification for the reallocation. Any line item change to the budget must receive prior approval from the Hood Foundation.

Financial Responsibilities of Institution Grantee: The Institution Grantee will keep systematic records of all expenditures relating to this Award. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc. will be retained by the Institution Grantee for three (3) years after the close of the Award Period and will be available for inspection by representatives of the Hood Foundation during normal business hours and upon reasonable notice throughout this period. The Hood Foundation may, at its own expense, examine, audit, or have audited the records of the Recipient Institution insofar as they relate to activities supported by this Award. The Institution Grantee, during the Award Period and for five (5) years after the conclusion of the Award Period, shall ensure that it has and maintains adequate and reasonable insurance with an insurer of good repute to cover claims under the Agreement or any other claims or demands which may be brought or made against by any person suffering any injury or damage or loss in connection with the Award or the Project.

Carryover of Funds: All requests to carry forward unspent funding from one year's budget to the next must be clearly justified in the annual financial report. Amounts greater than \$50,000 will be scrutinized and may be disallowed if adequate justification is not provided.

No-Cost Extension: Following the two-year period, a no-cost extension for **up to nine (9) months** may be granted upon email notification to the Hood Foundation. Requests for a no-cost extension should be made at least 30 days prior to the conclusion of the Award Period. This communication must include an explanation for the extension, the unexpended balance, and a timeline for completing the Project. Any Award funds remaining at the close of the extended Project period must be returned to the Hood Foundation within sixty (60) days.

Final Scientific and Fiscal Reports will be due 60 days following completion of the extension.

Changes in Award Status: Any changes in the Project's research design including changes to/omission of specific aims described in the Proposal require a formal written request and prior approval of the Hood Foundation before implementation. Changing of Project plans without prior approval of the Hood Foundation may result in the suspension of payments, early termination of the Award, and/or reimbursement to the Hood Foundation of any expended or unexpended Award funds. Any change in percent effort of the Individual, or other personnel providing a substantial intellectual contribution to the Project (collectively, the "Key Personnel") requires prior written request and approval of the Hood Foundation. Requests should include the reason for the change and a description of how the change will affect the scope of work, implementation, and timeline of the Project. All requests for changes to the Project design, aims, or percent effort of the Individual or Key Personnel must be received by the Hood Foundation at least thirty (30) days prior to the desired effective date of the change.

Transfer or Termination of Award: Awards are made to the Institution Grantee. If the Individual is planning to terminate his or her employment or other relationship with the Institution Grantee, the Institution Grantee must notify the Hood Foundation in accordance with the "Change in Individual Status" provision, below. In such case, the Hood Foundation can either (i) nominate another individual at the Institution Grantee to carry out the Project, to be approved by the Institution Grantee, or (ii) terminate the Award.

If the Project is terminated for any reason by either the Hood Foundation or the Institution Grantee, any unused Award funds must be returned to the Hood Foundation within sixty (60) days. Disposition of any equipment purchased by the Individual with Award funds will be evaluated on a case by case basis.

Transfer of the Award to another PI is not permitted.

Unused Funds and Reversion: Should any of the following events occur, the Hood Foundation may demand immediate repayment of all unexpended portions of the Award; moreover, all unpaid installments of the Award may be cancelled. The Institution Grantee is also required to give written notice if there is a change in the Institution Grantee's status as noted below.

- A determination, preliminary or otherwise, is made by the United States Internal Revenue Service that the Award does not constitute a qualifying distribution under section 4942 of the Code.
- The Institution Grantee fails to perform any of its duties, in the judgment of the Hood Foundation required by the Terms of the Award. In such cases, the Hood Foundation shall provide no less than thirty (30) days termination notice in writing to the Institution Grantee, upon which the Institution Grantee shall have an additional thirty (30) days following receipt of such notice within which to cure any deemed failures.
- The Institution Grantee ceases to be (i) exempt from income taxes under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code or (ii) a public charity described in section 509(a)(1) or 509(a)(2) of the Code.
- There is a material change in the purpose, character, or method of operation of the Institution Grantee such as to jeopardize its tax status.

Change in Individual Status: It is the responsibility of the Institution Grantee and Individual to notify the Hood Foundation of any change in employment status of the Individual **at least thirty (30) days** prior to such change.

Unexpended Funds: Any Award funds remaining at the close of an Award Period (extended via NCE or otherwise) must be returned to the Hood Foundation within sixty (60) days.

Family and Medical Leave: Budgeted costs for maintaining the research study may be expended from Hood Foundation award funds during medical or parental leave, subject to Institutional policies. Re-budgeting of these expenses during leave requires approval of the Hood Foundation.

Reporting Requirements: Awards are made for a two-year period; Award payments will be made once a year. **Funding for Year 2 of the Award** is contingent upon the timely submission of Progress and Financial Reports and a satisfactory assessment of the Project's progress by the Scientific Review Committee.

Scientific and Fiscal Progress Reports will be due in May 2027, regardless of the start date of the Award. **Final Reports** are due sixty (60) days following conclusion of the Award Period or an approved no-cost extension. **The Individual will receive an email notice and forms for all yearly reports approximately three (3) weeks prior to their due dates.** The Hood Foundation reserves the right to place a hold on funds in cases where the Individual is non-compliant with these Reporting Requirements.

The Individual also may be asked to present on the progress of the Project during or following the completion of the Award period, to an audience consisting of Hood Foundation Trustees, Scientific Review Committee Members, and/or other members of the Hood Foundation's stakeholder community ("Network"). In addition, the Individual will be invited to and is expected to participate in at least one annual Hood Foundation Networking event as well as potential Mentorship opportunities with senior investigators from the Hood Foundation's Network over the course of the funded period.

Patents, Copyright and Intellectual Property: The Individual shall follow the Institution Grantee’s policies regarding discoveries or other intellectual property that results from research conducted under this Award. The Hood Foundation will not retain rights to any intellectual property including patents, copyrights, trademarks, or other proprietary rights that result from the research. Notwithstanding the aforesaid, the Institution Grantee and Individual agree to make any data, research, knowledge, intellectual property, deliverables and other information developed with the Award funds (the “Content”) freely available to the Hood Foundation.

Confidentiality and Third-Party Release: Application materials as well as Scientific Progress and Final Reports are considered confidential. The Hood Foundation engages third parties who have the necessary expertise to review the submitted materials and evaluate each project. Although the Hood Foundation endeavors to protect the confidentiality of the reports by requiring reviewers to sign confidentiality agreements, confidentiality cannot be guaranteed. The Hood Foundation is not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

As stated in the Application materials, the Hood Foundation reserves the right to public acknowledgement of Award information (Individual name, Institution Grantee name, Project Title, and Research Project Summary). This information will be made available on www.charleshoodfoundation.org and may also be posted on other affiliated organization websites, included in publicly accessible databases of privately funded awards, or published in print form or other media.

Use of Name: Except as explicitly stated, neither the Hood Foundation, nor the Institution Grantee or Individual shall use or register the other party’s name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other party, including any school, unit, division or affiliate of such party (such party’s “Names”), except for the limited purpose of identifying and describing the funded Project. Except from when a party is making a factual statement about the other or about the Project, no party shall use the other party’s Names in public communication without prior written approval of, and in accordance with any restrictions required by, the party whose Names are to be used.

The parties agree that each party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of the Award, or disclose such information to satisfy any financial reporting obligations, without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Scientific Poster Sessions and Events: The Individual is expected to share research findings in a timely manner through professional meetings and/or publications.

Acknowledgement of Support: The Institution Grantee and Individual are encouraged to announce receipt of this Award entitled, the “Charles H. Hood Foundation Child Health Research Award” and credit financial support to the **Charles H. Hood Foundation, Inc.**

Publications: Individuals are expected to share research findings in a timely manner through professional meetings and/or publications. To facilitate tracking of publications over time, the Individual must obtain and provide to the Hood Foundation an Open Researcher and Contributor (ORCID) ID number. In addition, publications or presentations resulting from research supported by

this Award must also acknowledge support from the **Charles H. Hood Foundation, Inc.** Upon publication, we ask that a copy or link to the full text be emailed to the Hood Foundation.

Post Award Reporting: Individual agrees to update the Hood Foundation about research progress following the Award period as well as any new position, affiliation and contact information. Individuals may be requested to provide a current C.V. or update information in an online database. The Individual understands that this obligation, to the best of the Individual's ability, survives the Award Period.

Miscellaneous Terms: These terms are governed by the laws of the Commonwealth of Massachusetts, without reference to its principles of conflicts of laws. This Agreement constitutes the entire understanding of the Foundation and the Institution Grantee and the Individual with respect to the subject matter herein, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be modified or amended by a writing signed by all parties. Any dispute, legal suit, action, or proceeding relating to these terms must be instituted in the federal or state courts located in Boston, Suffolk County, Massachusetts. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such dispute, suit, action, or proceeding. These terms do not create any employment, contractor, agency, partnership, joint venture, joint employer, or joint employee relationship between the parties or the parties' respective employees. No party has any authority to contract for or bind the other in any manner or make any representation or commitment on behalf of the other. Institution Grantee shall not assign this Agreement or its obligations hereunder, whether voluntarily or involuntarily, without the prior express written consent of the Hood Foundation. A party's waiver of any right hereunder shall be read narrowly to apply only to the rights or obligations described in such waiver, and such waiver may not be construed to waive any future obligation or exercise of rights. No party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, local, regional or national states of emergency, terrorist acts or other causes beyond its reasonable control.

Contact information:

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03/2026