Base and communities of Greater Boston.

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Awards are made to non-profit academic, medical, non-governmental or research institutions additional and the second seco

administered by OFAC, and (iii) will not export (including deemed exportation) or re-export, directly or indirectly, any good, technology or services in violation of any applicable U.S. export control or economic sanctions laws, regulations or orders administered by OFAC, the Commerce Department or the State Department.

Right to Bind Recipient: Recipient agrees to comply with Institution's policies and procedures, including as related to research integrity, conflict of interest, and compliance with laws. Institution certifies that it has the authority to bind Recipient to Institution's policies and procedures. Institution will be fully responsible for, and will enforce, compliance with its policies and procedures and all applicable law.

Disclosure: To the extent legally permissible, the Institution must notify the Administrator of a finding of research and/or financial misconduct related to the Project. Research misconduct may affect the Recipient's continued eligibility for support for the Project.

Liability: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, agents, or directors, to the extent allowed by law.

Indemnity: To the extent permitted under the applicable federal, state, and local laws and regulations which govern the Recipient and Institution, the Recipient and Institution shall indemnify and hold HRiA, Trustee, and Funder, as well as their respective directors, officers, employees, and assigns (the "Indemnified Parties") harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that the Indemnified Parties may incur by reason of the Recipient and Institution and/or PI's negligence or misconduct or any third-party claim arising out of or in connection with the project. If this provision is prohibited under the laws that govern the Recipient and Institution, then this provision shall be deemed unenforceable and shall have no force and effect.

Other Funding: Neither the Institution nor the Recipient will accept funding from another source which will result in an overlap of funding for this Project, or result in greater than 100% effort of the Recipient or Key Personnel. The Institution and the Recipient are responsible for determining whether acceptance of this award will jeopardize support they may receive from other sources and ensuring that the Recipient has the capacity required to perform the Project within the proposed timeline. The Recipient will immediately report to the Administrator any additional funding available for activities related to this Project.

Use of the Award Funds:

inappropriate or unauthorized expenditures or fraudulent or improper conduct involving the use of award funds. The grant monies which have been awarded, including any interest earned therein, may only be used for the purposes stated in this Agreement. Funds may not be expended for any other purpose without the prior written approval of the Administrator.

Expenses eligible for support include the Recipient'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.

Funds may not be used for new construction, the renovation of existing facilities, fundraising projects, or endowments. Funds may not be used for any political activity, accumulated deficits, or for any other purpose prohibited by the Internal Revenue Service Code. 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.

Indirect costs (institutional overhead): Indirect costs may not exceed 5% of direct costs each year. In instances where there is a subcontract, the combined dollar amount for indirects taken by both the Institution and the contracting institution may not exceed total allowed indirects of the accepted budget.

Re-Budgeting: Expenditures are expected to be within reasonable range of the Project budget as accepted by the Administrator. All requests for re-budgeting or reallocation of grant funds over \$20,000 must be submitted a minimum of thirty (30) days prior to requested effective date of change. Re-budgeting requests should be clearly justified in the annual financial report or conveyed in an update to the financial report to the Administrator. The request must include No-Cost Extension: A no-

Post Award: Recipient shall make good faith efforts to respond to the Administrator's reasonable requests for information on his/her research progress, new position, affiliation, or contact information (especially email address) following the award period. The Recipient may be requested to provide a current Biosketch or update information in an online database. The Recipient understands that this obligation survives the award period.