



Arthritis Foundation Research Awards

**CONDITIONS OF APPOINTMENT
AND
PATENT AND INTELLECTUAL PROPERTY POLICY**

For these awards:

Arthritis Investigator Awards
Clinical Science Grants
Chapter or Institutional Grants
Doctoral Dissertation Awards
Innovative Research Grants
New Investigator Grants
Postdoctoral Fellowships
Physician Scientist Development Awards

Welcome

Congratulations on your Arthritis Foundation research award. This document was prepared to answer most of your questions concerning the administration of your award. If you have questions that are not answered here, please e-mail the Research Department (Lhoffner@arthritis.org.)

Payment Forms

All awardees must submit a Payment Form to the Arthritis Foundation *annually*. This form may be downloaded from the Arthritis Foundation's website. This form is used by the Foundation's accounting office to properly issue checks. It requires the signature of the financial officer of the institution and an account number, if available. If an awardee transfers to another institution, a new payment form must be submitted to the Research Department. Checks will continue to be mailed to the original institution unless the awardee either notifies the Research Department to hold checks until further notice or until a new Payment Form is received.

Payment

Payment will be made directly to the sponsoring institution, which in turn will be responsible for payment to the awardee. Investigators at the National Institutes of Health are paid directly. The Arthritis Foundation is not responsible for income taxes. Training and Career Development Award checks are mailed monthly (Postdoctoral Fellowships, Physician Scientists, Doctoral Dissertation, Arthritis Investigator). Grant checks are mailed quarterly (Clinical, Innovative Research, New Investigator Grants, and Chapter Grants).

Start Date

Awards funded by the National Office may begin on the first of any month between July and January. The award may not begin before July 1. ***Some Chapters allow award starts as early as January 1 or the first of any month in the year. Please refer to your award letter for the starting date.***

Institutional Grants

Institutional grants are made to Postdoctoral Fellowships and Arthritis Investigator Awards that started before 2005. Postdoctoral Fellows receive \$500 and Arthritis Investigators receive \$1,000. Institutional grants have been discontinued for awards that start 2005 or after.

Progress Reports and Renewal

Progress Reports are due annually from all awardees and may be requested more frequently in certain instances. Renewal is based on evidence of accomplishment. Forms may be downloaded from the Arthritis Foundation website (www.arthritis.org) and are due 60 days before the end of the award period. *Failure to submit a timely progress report may result in termination of the award*

Financial Accounting

Accounting Reports are due annually and must be filed within 60 days after the end of the award period. Failure to report missing checks within six months after the end of each award year will result in forfeiture of those payments. Reports may be downloaded from the website.

Final Reports

A final progress report is due 60 days after the completion of the award.

Postdoctoral Fellowships – For awards starting in 2005 and after, the award amount is to be used for salary and fringe benefits. Indirect costs are not allowed. The Foundation does not pay tuition for students under this research program.

Physician Scientist Development Awards - The award amount is to be used solely for salary and fringe benefits. The Foundation does have limited funds to pay tuition for classes outlined in the original proposal.

Doctoral Dissertation Awards - The award amount may be used for salary and/or research expenses.

Arthritis Investigator Awards may be used for salaries and/or research expenses as submitted in the detailed budget that comes in the application packet. Any requests for changes in the budget over \$1,000 must be submitted in writing. Eight percent indirect costs are allowed for awards starting in 2005 and after.

Clinical, Innovative Research and New Investigator Grants - A detailed budget proposal is required with the application. Budgets for *Innovative Research Grants* will be requested upon funding. Any requests for changes in the budget over \$1,000 must be submitted in writing. Eight percent indirect costs are allowed.

Budget Changes: Up to \$1,000 may be carried over to the next grant year, assuming the award has been continued or renewed. If the amount exceeds \$1,000, the awardee must submit a Request for Carryover Form. Justification for a carryover should be submitted with the request. Upon termination of the award, all unexpended funds must be returned within 90 days to the Foundation. Funds may not be transferred to other accounts or used for any other purpose. Subcontracts may be written at the discretion of the institution with notification to the Research Department. The institutional acting as the fiscal agent for the award must be responsible for payment and accountability of the subcontract.

Salary Supplementation

Some recipients of Arthritis Foundation awards may receive salary supplementation by accepting another fellowship or similar award. The sponsoring institution may supplement an award from other sources up to a level consistent with institutional policies. The extent of this supplementation must be stated on the Payment Form and the Foundation must be notified of subsequent support. Questions about supplementation should be directed to the Research Department.

Termination of Award by Awardee

If you wish to terminate your award, please contact the Research Department immediately. A Termination of Award Form, co-signed by the awardee and the financial officer of the institution, should be submitted as soon as possible. A final Progress Report and final Accounting Report are due within 60 days of the termination.

Transfers and Changes

If an awardee wishes to move to a new institution, change the direction of his/her research, change supervisors, or take a leave of absence, the Research Department must be notified immediately in writing.

To transfer from one institution to another, an awardee must submit a letter of request to the Research Department explaining the change. Please see the document "Transfer of Award" for specific instructions.

A change in the direction of the approved research project requires the approval of a new application for continued support. The award recipient must submit a letter to the Research Department outlining the proposed change of direction, along with an updated application and a letter of support from the supervisor.

To change supervisors within the same institution, an award recipient should submit a letter to the Research Department requesting the change, along with a letter of support from the existing supervisor. The proposed supervisor must submit a letter and a copy of his/her *curriculum vitae*.

The Arthritis Foundation does not review applications for part-time awards. Any requests for a reduction in the time on the approved award, a change in the July 1 start date, or a *leave of absence* will be reviewed individually by the Research Department. A letter requesting and explaining the change and any effect the request would have on the original proposal should be submitted to the Research Department. Postdoctoral Fellowships may be adjusted to part time to accommodate special circumstances for a fellow planning to continue full time research training. Requests to move a Postdoctoral Fellow or Physician Scientist Development Award candidate from full time to part time will be reviewed on a case-by-case basis in the Research Department.

Protected Time

Institutions sponsoring Postdoctoral Fellows must agree to protect 90% of their time for the funded research project. Physician Scientists are required to spend 75% of their time in research, and Arthritis Investigators must have institutional commitments to protect 80% of their time for research.

Research Assurance Form

Ethical Standards - All research involving human subjects, laboratory animals, and recombinant DNA techniques must show documented compliance with NIH guidelines for the same as provided by the sponsoring institution's clinical and research review board. Awardees must assure compliance with regulations promulgated by the U.S. Department of Agriculture under amendments of the Animal Welfare Act, Public Law 99-198. In addition, any of the activities supported by an Arthritis Foundation research award must comply with all applicable U.S. Department of Health and Human Services regulations with respect to the rights and welfare of human subjects.

Malpractice Disclaimer - The Arthritis Foundation is not responsible for any malpractice suit arising from any activity supported by the award. The awardee also agrees to hold the Arthritis Foundation harmless from any claims arising from such programs.

Media/Acknowledgments

Any publication or exhibit resulting from work done with the support of an Arthritis Foundation award must bear a credit line stating that the investigator is a recipient of such an award, e.g., "_____ is supported by a research award from the Arthritis Foundation" or "_____ is a recipient of an Arthritis Foundation Postdoctoral Fellowship."

Reprints

One copy of any publication or manuscript accepted for publication and supported by an Arthritis Foundation award must be sent to the Research Department at the time of the acceptance of the manuscript. If an institution has prepared a press release on an awardee's work, the Arthritis Foundation must be notified in advance so that we can answer inquiries that may be directed to us as a result of media coverage.

PATENT AND INTELLECTUAL PROPERTY POLICY OF THE ARTHRITIS FOUNDATION

The following Patent and Intellectual Property Policy of the Arthritis Foundation will be adhered to by, and is binding on, all Grantee Institutions, their assignees, and Awardees as defined herein. Acceptance of the award by the Grantee Institution and Awardee constitutes acceptance of the terms and conditions outlined herein.

I. DEFINITIONS

1. The term "**Foundation Supported Intellectual Property**" as used in this policy means all data, information, inventions, formulas, techniques, processes, concepts, systems, protocols, programs or devices (electrical, electronic or mechanical), whether or not patentable, or subject to copyright or trade secret protection, that are created, made, developed, or perfected by the Grantee Institution, its assignee, or Awardee with support by the Arthritis Foundation.
2. The term "**Grantee Institution**" as used in this policy means the parent institution in which the Awardee holds a position, which is responsible for administering the award, and is signatory for all matters relating to the award, including use of human subjects, animals, recombinant nucleic acid, safety, and Patent and Intellectual Property Policy of the Arthritis Foundation.
3. The term "**Awardee**" as used in this policy means the principal investigator or primary recipient of an Arthritis Foundation award or grant.

II. TERMS AND CONDITIONS

4. Notification, Cooperation and Confidentiality

The Grantee Institution or its assignee and Awardee will notify the Research Department of the Arthritis Foundation at the earliest practical time of any Foundation Supported Intellectual Property and will further notify the Arthritis Foundation whether the Grantee Institution or its assignee intends to pursue patent application or copyright protection of the Foundation Supported Intellectual Property. The Grantee Institution or its assignee will consider seriously and in good faith, any comments or objections the Arthritis Foundation may have concerning such patent application or copyright protection and agrees to the provisions as stated in paragraph 9, below. The Foundation agrees to keep all such patent application or copyright protection information confidential and not to release any information relating to such patent application or copyright protection while prosecution is pending.

5. Ownership Rights

If the Grantee Institution has a patent or intellectual property policy or procedure that requires employees, private contractors or agents to assign their ownership rights to the

Grantee Institution or its assignee and such policy or procedure is binding on the Awardee, then the Grantee Institution may pursue patent protection for any Foundation Supported Intellectual Property. If the Grantee Institution does not have such a policy or procedure, if there is no Grantee Institution, or if the Grantee Institution or its assignee chooses to suspend or abandon the pursuit of a patent or other legal protection for any reason, or is unsuccessful in the commercialization of any Foundation Supported Intellectual Property, then the Awardee and the Grantee Institution or its assignee, as applicable, will assign, if the Arthritis Foundation requests such assignment in writing within 90 days of notification, all of whatever right, title and interest they may have in the Foundation Supported Intellectual Property and in any patents or patent applications or copyright protection thereon to the Arthritis Foundation, provided, however, that if the invention results in part from federally-sponsored research, any such assignments to the Foundation require the prior approval of the federal granting agency. In the absence of such approval, Grantee Institution shall not be required to assign such inventions and rights to the Foundation. However, the Awardee and the Grantee Institution or its assignee shall have a perpetual, royalty-free right to use Foundation Supported Intellectual Property for educational, research, and academic purposes. The costs of prosecution of any patent application or copyright protection shall be borne by the party prosecuting same.

6. Distribution of Income

If the Grantee Institution or its assignee obtains and retains the rights to the Foundation Supported Intellectual Property as stated in paragraph 5 above, then the distribution of any income derived from such property, including any equity dispositions, shall be according to the policies of the Grantee Institution. When income exceeds \$250,000, there shall be a distribution of income or equity distribution to the Arthritis Foundation reasonably related to the Foundation's proportion of support.

7. Licenses

Any licenses made by the Grantee Institution or its assignee for any Foundation Supported Intellectual Property shall include terms similar to the following, as appropriate to the licensee, obligating the licensee to use its best efforts to commercialize any Foundation Supported Intellectual Property:

The licensee agrees to exert its best efforts to commercialize or cause to be commercialized the Foundation Supported Intellectual Property as rapidly as practical, consistent with sound and reasonable business practices and judgment. In the event that the licensee has failed to commercialize the [Foundation Supported Intellectual Property] within a number of years determined to be reasonable for the [Foundation Supported Intellectual Property], the Grantee Institution or its assignee upon conferring with the Foundation shall have the right to convert an exclusive license to a non-exclusive license or to terminate a non-exclusive license. If the licensee has an ongoing and active research, development, manufacturing, marketing or licensing program as appropriately directed toward the production and sale of the [Foundation Supported Intellectual Property], the same would be deemed to be sufficient evidence that the licensee has commercialized the [Foundation Supported Intellectual Property].

8. Publicity

The Arthritis Foundation reserves the right to publicize Arthritis Foundation supported research. The Foundation will provide the Grantee Institution and the Awardee prior notice and an opportunity for comment on any such public acknowledgment. The Arthritis Foundation name and logo, however, may not be used in association with any Foundation Supported Intellectual Property without prior approval of the Foundation.

9. Use by Arthritis Foundation

The Arthritis Foundation may have the use of any Foundation Supported Intellectual Property the ownership of which was retained by the Grantee Institution or its assignee under paragraph 5 above, notwithstanding the grant of any exclusive license under paragraph 7 above, without payment of royalties or fees, but solely for use within the Foundation for research and non-commercial purposes by its Awardees via materials transfer agreement or confidential disclosure agreement.