

**Arthritis Foundation Research Awards**

**CONDITIONS OF AWARD**

**AND**

**PATENT AND INTELLECTUAL PROPERTY POLICY**

Effective 1 January 2013

ACL Feasibility Trial  
Clinical to Research Transition Award  
Doctoral Dissertation Awards  
Innovative Research Grants  
New Investigator Grants  
Postdoctoral Fellowships

The mission of the Arthritis Foundation is to improve lives through leadership in the prevention, control and cure of arthritis and related diseases.

## 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 of the Foundation ([adeleon@arthritis.org](mailto:adeleon@arthritis.org)).

Research holds the key to tomorrow's advances in preventing, controlling and curing arthritis and provides hope for a future free of arthritis pain for the 50 million men, women and children with doctor-diagnosed arthritis. The Arthritis Foundation offers several research awards.

The amount and award period varies depending on the type of award. Each award is subject to annual renewal contingent upon the timely submission of annual progress reports. These reports may be requested more frequently in certain instances. Renewal is based on evidence of accomplishment and continued evidence that the work is relevant to the mission of the Arthritis Foundation.

**ACL Feasibility Trial** - The aim of the Arthritis Foundation Proof of Feasibility study is to demonstrate the ability of a multi-institutional consortium to consistently assess the cartilage matrix of knees with acute ACL injuries using MRI and biochemical measures. The overall goal of this feasibility trial is to provide a foundation for future multicenter clinical trials of compounds potentially useful in treating acute joint trauma, and early osteoarthritis (OA). Funding is for a maximum period of two years. The total award amount is \$1,000,000 of which no more than 8% may be allocated for indirect costs.

**Clinical to Research Transition Award (CRTA)** - This award is for MDs/DOs who are clinically trained in adult or pediatric rheumatology and intend to pursue a research career in academic rheumatology. The award is designed to allow candidates to gain initial research experience in preparation for application for mentored awards requiring research experience and productivity such as the ACR/REF Rheumatology Scientist Development Award, the ACR/REF Rheumatology Investigator Award, NIH Mentored Career Development Award (K23, K08) or other similar awards. CRTA funds may be used to supplement salary derived from an NIH T32 Training Grant. The award amount is \$60,000 per year, for salary/fringe benefits or research-related expenses as needed. Indirect costs are not allowed.

**Doctoral Dissertation Award for Arthritis Health Professionals** - The purpose of the Doctoral Dissertation Award is to advance the research training of arthritis health professionals in their investigative or clinical teaching careers related to the rheumatic diseases. The research project must be related to arthritis management and/or comprehensive patient care in rheumatology practice, research or education. Not for laboratory research. This is a two year award for \$30,000 per year for salary and/or research support. Indirect costs are not allowed.

**Innovative Research Grant** - The purpose of this grant is to broaden the base of inquiry in fundamental biomedical science, clinical research or behavioral research with relevance to rheumatic disease by encouraging applications for research proposals that involve an especially high degree of innovation and novelty or represent a special opportunity to address unique and relevant research questions. Research projects proposed may involve substantial experimental risks with the potential for highly significant outcomes. The award will provide support to explore innovative or novel ideas with little or no preliminary data. Established investigators with any

terminal degree are invited to apply. The award amount is up to \$100,000 per year for two years. The award amount includes indirect costs not to exceed 8% per year.

**New Investigator Awards** are intended to provide the support for young Arthritis Health Professionals such as physical therapists as they initiate independent research related to arthritis. These grants typically cover the cost of salaries, consumable supplies, equipment, travel and other items to conduct the proposed research. Applicants must be establishing their first independent, self-directed laboratory for whom the institution provides space and other resources. The New Investigator Award provides funding for a period of up to two years and is not for wet bench laboratory research. Suitable studies include, but are not limited to, functional, behavioral, nutritional, occupational, or epidemiological aspects of patient care and management. The award amount is \$50,000 per year. The award amount includes indirect costs not to exceed 8% per year.

**Postdoctoral Fellowship** - The purpose of the Arthritis Foundation Postdoctoral Fellowship is to encourage qualified scientists to embark on careers in research related to the understanding of arthritis and the rheumatic diseases. A fellowship provides salary support for the early years of the necessary training period. Provides support for individuals with PhD, MD or DVM degrees who are not eligible for CRTA awards. Funding is for a maximum period of two years. A minimum of seventy-five percent time must be devoted to arthritis-focused research. The award amount is \$50,000 per year for salary and fringe benefits or research-related costs. Indirect costs are not allowed.

## GETTING YOUR RESEARCH GRANT STARTED

In order to begin receiving payment, the following forms must be completed and returned to us by email to [Research@arthritis.org](mailto:Research@arthritis.org) within 30 days of your award notice. **Failure to submit the required documents within 30 days of your award notice may result in forfeiture of this award.** The forms are located on the Arthritis Foundation website located at <http://www.arthritis.org/information-for-researchers.php>.

- **Acceptance Form** is used to confirm the award recipient's acceptance of the award. It verifies that they have read, understand and accept the Conditions of the Award. The Acceptance Form is required for all new awards. Please review your award letter regarding possible start dates.

**NOTE:** *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 Acceptance Form and the Arthritis Foundation must be notified of subsequent support.*

- **Institutional Agreement Form** is used to confirm the institution's acceptance of the award and to confirm that they have read, understood and accepted the Conditions of award and the Patent and Intellectual Property Policy the Arthritis Foundation as described in the Conditions of Award for the Arthritis Foundation research award. The document must be completed and signed by an individual authorized to act on behalf of the institution. The Institutional Agreement form is required for all new awards and in the event of a transfer between institutions.

- **Finance Form** is used to capture needed information to insure payments are remitted properly. It must be completed and signed by a financial officer of the institution. The form is required annually at the beginning of each award period and in the event of a transfer between institutions. The Arthritis Foundation should be notified immediately of address changes, award termination and other information that would affect payments.

## THE PROCESS

Upon receipt of the required documents, payment will be issued directly to the sponsoring institution, which in turn will be responsible for payment to the award recipient. The award recipient is not an employee or independent contractor of the Arthritis Foundation; therefore the Arthritis Foundation is not responsible for benefits or payroll related taxes. Payment will be issued one award year at a time. Payment is typically made in 12 equal monthly payments. The Arthritis Foundation (in its sole discretion) reserves the right to modify the timing and amounts of payments as appropriate or required.

In order for payment to begin for the next award period, the award must be **renewed** and the following outlines the process and requirements for that renewal.

### Requirements for Continuation of Award

#### Annual Progress Reports

Progress Reports are due annually from all award recipients and may be requested more frequently in certain instances. Continuation is based on evidence of accomplishment and continued evidence that the work is relevant to the mission of the Arthritis Foundation. The Progress Report Form may be downloaded from the Arthritis Foundation website (<http://www.arthritis.org/information-for-researchers.php>) and is due 60 days before the end of the award period. *Failure to submit a timely progress report may result in a delay of payments or termination of the award.*

The progress report will be reviewed by the Arthritis Foundation Research Strategy Committee. If the committee finds your progress satisfactory, you will receive a letter informing you that your award has been approved to continue for the next year.

#### Annual Accounting Report & Carryover Request

Accounting Reports are due annually and must be filed within 60 days after the end of the award period. Reports may be downloaded from the Arthritis Foundation website at <http://www.arthritis.org/information-for-researchers.php>. Failure to report missing checks within six months of the end of each award year will result in forfeiture of those payments.

#### Other considerations

- Requests to revise the budget must be submitted to the Research Department for approval.
- Over-expenditures may not be carried forward to the next budget period. Funds may not be borrowed from the next year's budget in order to cover a deficit in the current year's budget.
- Subcontracts may be written at the discretion of the institution with notification to the Research Department. The institution acting as the fiscal agent for the award must be responsible for payment and accountability of the subcontract.

**Carryover Request** - Assuming the grant has been continued or renewed, remaining funds of \$1,000 or less may be carried over to the next grant year. To carryover funds in excess of \$1,000, complete the carryover request section of the Accounting Report Form.

### **Final Reports**

Award recipients must submit a Final Progress Report to the Arthritis Foundation and Final Accounting Report within 60 days after the completion of the award. Remaining funds must be returned to the Arthritis Foundation, unless a no-cost extension has been approved.

**No-Cost Extensions** - A no-cost extension gives the award recipient extra time to complete the scope and objectives of the project without additional funds being provided by the sponsor. Requests may not be made for the sole purpose of spending remaining funds. Requests for no-cost extensions are included as part of the Final Financial Report and all sections of the form must be completed and submitted at least 30 days prior to the end of the award. They may be granted at the discretion of the Arthritis Foundation. Extensions may not exceed 12 months.

### **Termination of Award by Award Recipient**

A Termination of Award Form, co-signed by the award recipient and a grants and contracts official, should be submitted to the Arthritis Foundation as soon as possible. A Final Progress Report and Final Accounting Report are due within 60 days of the termination. Upon termination of the award, all unexpended funds must be returned within 60 days to the Foundation.

### **Transfers and Changes**

Awards may not be transferred between individuals. Transfers between institutions will be considered on a case-by-case basis. Formal requests for institutional transfers should be made using the Transfer Request Form. If an award recipient wish to move to a new institution, change the direction of his/her research, change supervisors, or take a leave of absence, the Arthritis Foundation Research Department must be notified immediately in writing for review and approval in accordance with this policy.

*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*.

### **Leave of Absence**

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 start date, or a *leave of absence* will be reviewed individually by the Foundation's 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.

## **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. Award recipients 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. Further, the Arthritis Foundation's policy on the use of animals in biomedical research is attached below.

**Malpractice Disclaimer** - The Arthritis Foundation is not responsible for any malpractice suit arising from any activity supported by the award. The award recipient 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 Foundation's Research Department at the time of the acceptance of the manuscript. If an institution has prepared a press release on an award recipient's work, the Arthritis Foundation must be notified in advance so that we can ensure proper inclusion and usage of the Arthritis Foundation's name and trademarks and answer inquiries that may be directed to us as a result of media coverage.

## POLICY

**Name:** PATENT AND INTELLECTUAL PROPERTY  
**Recommended by:** Research Committee  
**Adopted/Revised:** November 16, 1996  
**Approved by:** Board of Trustees/House of Delegates

---

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 Award recipients as defined herein. Acceptance of the award by the Grantee Institution and Award recipient 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 Award recipient with support by the Arthritis Foundation.
2. The term "**Grantee Institution**" as used in this policy means the parent institution in which the Award recipient 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 the Patent and Intellectual Property Policy of the Arthritis Foundation.
3. The term "**Award recipient**" 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 Award recipient 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 Award recipient, 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 Award recipient 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 Award recipient 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 Award recipient 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 Award recipients via materials transfer agreement or confidential disclosure agreement.

## POLICY

<b>Name:</b>	<b>USE OF ANIMALS IN BIOMEDICAL RESEARCH</b>
<b>Recommended by:</b>	<b>Research Advisory Council</b>
<b>Adopted/Revised:</b>	<b>November 17, 2007</b>
<b>Approved by:</b>	<b>Board of Directors</b>

---

The Arthritis Foundation is committed to the support and encouragement of biomedical research in order that new knowledge may be discovered, which will lead to more effective treatment and diagnosis and eventually to the cure and prevention of all forms of arthritis and the rheumatic diseases.

The Arthritis Foundation recognizes the absolute necessity to use animals in medical research in order to avoid the direct testing of new research on humans, before safety and effectiveness have been established by biological models. The advantages provided by animals include models of disease processes, great variability, genetic control, rapid reproduction of generations, and large numbers of subjects, which can be economically kept. The Foundation strongly opposes excessive and inflexible restrictions of the use of laboratory animals in research.

Prior to supporting the research in which animals are used, the Arthritis Foundation must be assured of adherence to the following principles and conditions.

1. Animals shall be used in biomedical research only when no other means of obtaining scientifically sound, valid and useful results are available.
2. The minimum number of appropriate animals required to obtain and validate results shall be used.
3. The acquisition, care and use of animals must be in accordance with all applicable federal, state and local laws and regulations.
4. Certifications must be received from research facilities prior to being approved for a research grant that the facility(ies), its researchers and employees adhere to the Animal Welfare Act, National Research Council *Guide for the Care and Use of Laboratory Animals*, and any appropriate U.S. Department of Agriculture or National Institutes of Health regulations and standards.

In cases requiring the death of an animal, only the most appropriate and humane form of euthanasia shall be used consistent with the purpose of the research.