



LEUKEMIA &  
LYMPHOMA  
SOCIETY  
OF CANADA®

SOCIÉTÉ DE  
LEUCÉMIE &  
LYMPHOME  
DU CANADA™

# Policies & Procedures

## Operating Grant

July 2022

## **Overview**

The Leukemia & Lymphoma Society of Canada (LLSC) is Canada's largest voluntary health organization dedicated to funding blood cancer research, education and patient services. The mission of LLSC is to cure all forms of blood cancer and improve the quality of life of patients and their families. Since its founding in 1955, LLSC has invested millions of dollars for research specifically targeting blood cancers and continues to fund innovative research to advance more breakthrough therapies.

To this end, LLSC also supports community service programs, advocacy, and public and professional education.

LLSC supports research through two grant programs:

- 1) The Operating Grant (OG) research grant program

The following statements of policy are provided to assist Applicants, Grantees/Principal Investigators, and Sponsoring Institutions in understanding the terms and conditions that apply to the Operating Grant. Applicant and Sponsoring Institutions should reference the program specific Guidelines & Instructions document for eligibility criteria, submission instructions and deadlines.

## **General**

By accepting a grant from LLSC, the Sponsoring Institution, Grantee/Principal Investigator agrees to the terms and conditions of these policies. The Sponsoring Institution accepts full responsibility for the conduct of the sponsored research and the acts of the Grantee/Principal Investigator. LLSC does not assume any legal responsibility or obligation for the conduct or acts of the Grantee/Principal Investigator or other project personnel. LLSC grants do not constitute an employer-employee relationship between the Grantee/Principal Investigator or project personnel compensated in full or in part with funds awarded by LLSC. LLSC's ability to fund research is dependent upon voluntary donations, and awards will therefore be payable subject to the continued availability of funds.

## **Eligibility**

Researchers in any field are encouraged to apply **but the proposal must directly address blood cancer**.

The Principal Investigator must be based in, or formally affiliated with, a Canadian non-profit Sponsoring Institution at the time funding commences and for the duration of the award. Applicants must hold a primary appointment that permits them to do independent research, supervise students, and publish their findings. Applications from non-academic facilities are not eligible. Applicants should hold a Ph.D., M.D., D.V.M. or equivalent degree.

The Application will require one Principal Investigator (PI) who is responsible for the preparation and submission of the proposal including the budget, the conduct of the research programs and adherence with all stipulations made by LLSC, the LLSC Policies & Procedures document, and the Grant Agreement, if funded. The Principal Investigator must be able to demonstrate a significant track record in the area of hematology and/or blood cancer research.

Investigators must demonstrate that their research environment is equipped and suitable for the proposed study; this includes demonstrated access to patient materials, where applicable. Collaboration between multiple investigators to strengthen the proposed research will be considered favorably, but is not a requirement.

The PI must be an independent investigator, which is defined as a scientist who has dedicated laboratory space, directly hires and supervises laboratory personnel (technicians, graduate students, postdocs and staff scientists) and makes all decisions concerning research activities and use of the grant funds. Individuals in the principal applicant role may not be a trainee or be in a subordinate position (i.e. directed or supervised by another), with respect to the subject matter of the proposed research/activities. Technical support personnel, postdoctoral fellows, research associates, Adjunct Professors, Status-Only Appointments, and investigators working outside of Canada are not permitted to apply as Principal Investigator.

For applicants who do not hold an eligible position, investigators can apply as Principal Investigators if they have a firm offer of an academic position (as described above) at an eligible Host Institution and the appointment is not dependent on the outcome of a pending application. However, the position must start by the grant's start date. In these situations, a letter from an authorized representative of the Host Institution is required, outlining the precise nature of the appointment (including the position title and main tasks), as well as the anticipated start date and duration of the appointment.

"Co-principal investigator" or "co-applicant" refers to a researcher who will be in charge of specific administrative and scientific aspects of the research project, whether or not that researcher has a formal relationship with the Host Institution. Adjunct professors and appointments that are for status only can fall under these categories. Graduate students, postdoctoral fellows, research associates, technical support employees, and investigators working outside of Canada are not included under these categories. These individuals are not eligible to receive grant-funded salary support.

A "collaborator" or "co-investigator" refers to individuals who will make substantial intellectual contributions to the research project or have contributed to the drafting of the application itself, but who are not eligible to be included as "Co-Principal Investigators" or "Co-applicants". Students, postdoctoral fellows, research associates, lay contributors (including patient partners) and investigators based outside of Canada may be included in this category. Students, postdoctoral fellows and research associates may receive salary support from a grant.

Individuals who have been affected by cancer are considered patient/survivor/caregiver participants/partners. This category may include anyone who is at high risk of cancer, has been diagnosed with cancer, or provides physical and emotional care to someone with cancer but not in a professional or vocational capacity. Patient partners and caregivers can act as “collaborators” or “co-investigators” depending on responsibilities and impact of contribution to the proposed project.

For any questions of eligibility or unusual circumstances not described above, please contact LLSC.

A Principal Investigator may only submit **ONE** Application per application cycle and cannot serve as a Principal Investigator OR Co-Principal Investigator on more than ONE Application per cycle. A Co-Investigator (also known as Collaborator) CAN serve as Co-Investigator on more than one Application. A Principal Investigator or Co-Principal Investigator can serve as a Collaborator on other Applications (See **Definitions** below).

### **Definitions**

Co-Principal Investigators, Co-Investigators, Collaborators, and Key Personnel:

- The Co-Principal Investigator is responsible for developing the Aims of the project.
- The Co-Investigator (who can also be referred to as Collaborator) is responsible for carrying out the Aims of the project.
- A Principal Investigator CANNOT be named as a Principal Investigator or a Co-Principal Investigator on another application during the same application cycle.
- A Principal Investigator can be listed as a Co-Investigator or a Collaborator on another application in the same cycle, without limit to the number of applications.
- A Collaborator or Co-Investigator can be named on more than one application or funded grant, without limit.
- Patient Partners are patients or caregivers/family members of patients who have direct experience with the disease or intervention being studied but are not participants in the study that may be a part of the research project. Patient Partners can also be collaborators or co-investigators

## **Grant Funds**

LLSC shall not be responsible for any expense incurred prior to the start date of the grant or any amount in excess of the grant. Full disclosure of all other funding for a research project must be made as part of the application and at the time funding is approved. All funds are in Canadian dollars.

## **Award Notification**

After each program review meeting, the Scientific Review Panel meets to create a final recommendation of the qualified grants to present to our Medical Scientific Committee and National Board. Upon final approval, results are made available via email. No results are given over the telephone.

## **Use of Funds**

The funds awarded shall be used strictly and solely for the purposes specified in the application submitted to LLSC, as executed by the Applicant, Sponsoring Institution and collaborating staff, or any subsequent budget approved by LLSC. LLSC shall have the right to audit the use of grant funds. Any significant deviation from either the purpose or the budget in the original application requires prior written approval from LLSC. Requests must be submitted to LLSC's Manager, Medical and Scientific Engagement and will be reviewed on a case by case basis.

## **Distribution of Funds**

A contract will be forwarded for signature by the Grantee/Principal Investigator and Sponsoring Institution representative. Funds will not be received until LLSC receives the grant agreement executed by all appropriate individuals.

The failure of the Grantee or the Sponsoring Institution to adhere to any of the terms and conditions of the Grant Agreement may constitute sufficient grounds for LLSC, at its sole discretion, to withhold any or all funds due pursuant to the Grant Agreement until such time as the default is corrected, or to terminate the Grant.

LLSC reserves the right in its sole discretion to suspend or terminate any Grant based on its review of Progress, and/or Financial Reports.

The Grant must be activated (Agreement signed and work commenced) no later than the start date (provided below) in the year for which the Application is approved. The total annual Grant will reflect the budget outlined in the Grantee's application, up to the maximum award value.

<b>Award program</b>	<b>Start Date</b>	<b>End Date</b>
Operating Grant (OG)	July 1	June 30

## **Grant Payments**

Grant payments shall be mailed on or about the last day of the specified month to the controller or financial officer of the Sponsoring Institution as indicated in the grant application. The Sponsoring Institution shall be solely responsible for disbursing funds to the Grantee/Principal Investigator during the term of the grant and in accordance with the budget, as approved by LLSC.

Immediately following the end of the Term, the Sponsoring Institution shall return to the Grantor the portion of the Funds not yet spent on the Research as of the last day of the Term. Unspent funds returned to the LLSC are recommitted to other grants, therefore, LLSC cannot accept any refund claims from any sponsoring institution that are submitted more than 6 months after the date of the Final Reports.

## **Operating Grant (OP)**

The Funds shall be used exclusively for the Research and for no other purposes. The Funds shall be applied only towards the direct costs of the Research in accordance with the Budget and any applicable restrictions and shall not be applied to fund any Research undertaken before or after the Term.

The **Operating Grant** carries a 2 year term with a maximum award of up to \$100 000 per year (up to a total of \$200 000 for the duration of the award). The Funds shall be advanced in two (2) payments, with one (1) annual payment being made in relation to each Grant Year. The Funds for the First Grant Year shall be paid on or around the Effective Date and the Funds for the Second Grant Year shall be paid on or around the 30<sup>th</sup> day of June that is one (1) year after the effective date. The amount of such payments shall equal the total direct costs of the Research set forth in the Budget in relation to the relevant Grant Year, up to a maximum of \$100,000.00 in any Grant Year

The final Grant payment shall be made only after receipt by LLSC of satisfactory Annual Reports (Progress, and Financial). Although contracts are issued for the full term of the award, continuation of funding is contingent upon timely submission of Annual Reports. Upon review of the annual report, LLSC reserves the right to terminate any grant if, at its sole discretion, it determines that there has been inadequate research progress or a failure to adhere to the originally submitted application.

## **Annual Report**

LLSC's ability to award grants is in part dependent upon continued support from voluntary donations. In order to maintain the level of such donations, donors and potential donors (the public) need to be informed of the continued progress made by LLSC-funded researchers. LLSC

must, therefore, be kept informed of research results. LLSC will not release confidential information provided in the Research Progress Report or Patent/Invention Disclosure Agreement but will draft communications from the Layman Summary which is provided as part of the Annual Report. Please be sure that the Layman Summary contains highlights from the past year of research that we can share with our donors. Please do not simply repeat your future research plans or copy previous Layman Summaries into this section.

LLSC requires Grantee to submit a Progress Reports and Financial Reports as a condition of accepting LLSC funding. These reports will be reviewed by LLSC staff. LLSC reserves the right to terminate any grant if, at its sole discretion, it determines that there has been inadequate research progress or a failure to adhere to the original proposal submitted with the application.

While the following provides an overview of reporting expectations within each grant program, the Grantee/Principal Investigator must follow all LLSC-provided instructions.

### **Late Reports**

Any Reports that are more than thirty (30) days late, or that are incomplete or unsatisfactory in the sole discretion of the Grantor, may result in the suspension of the grant agreement. Any reports that are more than ninety (90) days late may result in termination. The Grantor shall not advance any Funds for the Second Grant Year until the Reports from the First Grant Year have been received and deemed to be acceptable by the Grantor.

### **Operating Grant (OG)**

The Grantee/Principal Investigator must submit a written report in accordance with the schedule found in the grant agreement. The Grantee will submit Progress Reports by May 15 of each year the Grant is in effect, except for the final year, when the Final report is due within sixty (60) days of the expiration date or any early termination date of the Grant

The Operating Grant progress reports must include:

- Research progress accomplished since start of grant award or last Annual Report
- List of publications since start of grant award or last Annual Report
- Summary of Research for Lay Audience

In addition to the Progress report described above, LLSC requires annual financial reporting as outlined in the grant agreement.

- Financial Report: The Sponsoring Institution hereby agrees to have its financial officer submit annual Financial Reports detailing how the Grant funds were expended during the term of the Grant. The Financial Report shall detail how the Grant funds were expended during the year as well as cumulative totals. This Report shall be submitted by May 15 of each year of the Grant is in effect except in the final year, when it is due within sixty (60) days of the Expiration Date or any early termination date of the Grant. Any unexpended funds must be returned to LLSC.

The Grantee/Principal Investigator is responsible for submitting the Research Progress report.

### **Submission of Reports**

LLSC Progress reports should be emailed to:

[Paul.OConnell@lls.org](mailto:Paul.OConnell@lls.org), using the subject line <Grantee name> < Award type (OP or CSFA)> Progress Report <Year of Award Competition>.

### **Costs**

#### **Operating Grant (OG)**

The maximum annual total cost (direct and indirect) cannot exceed \$100 000/year and the aggregate cost (total award) cannot exceed \$200 000.

**Permissible Direct Costs** include the following with the specified limitations:

1. Personnel Expenses including salary, wage, or stipend. **Grants cannot be used to subsidize the salary of the principal investigator(s)**. In total, no more than fifty percent (50%) of the direct costs may be requested for the salary of professional staff with a post-graduate degree (i.e. M.D., Ph.D., D.V.M.) regardless of function or role, including fringe benefits. This restriction does not apply to technical staff (i.e. lab assistants, nurses, etc.).
2. Supplies & Materials requests should be itemized by category.
3. Equipment purchase requests must identify each item of equipment with an acquisition cost of more than \$500.
4. Payment to patient partners with LLSC funds is considered an eligible expense if the work performed by the patient partner contributes toward the direct costs of the research/activities. Payment can take the form of monetary compensation in the form of salary or stipends, as well as services, honoraria, gifts, or in-kind exchanges or incentives. Paying patient partners entails compensating someone for their time, skills, and expertise while participating in an activity. In this context, "payment" is understood to mean more than just covering the costs of patient partners attending events, conferences, or workshops. These costs should be estimated at time of application and clearly identified with all other budget items.

**Indirect Costs:** It is the policy of the LLSC not to fund indirect costs of research. Indirect costs (often referred to as Institutional overhead, IDC, M&A, G&A or pooled costs) are those costs incurred for common or joint objectives that cannot be readily identified with a particular project (general maintenance, utilities, library, etc.)



**Impermissible Costs** include patent-related expenses, travel, membership dues, tuition, books and journals.

**Publication Costs:** LLSC permits publication costs as part of the Operating Grant, up to a maximum of \$1500 per year or \$3000 total including applicable taxes.

**Carryover of Funds** is permitted for Grantees/Principal Investigators of operating grant awards. Up to fifteen (15) percent of awarded funds can carryover from the first award year to the second without prior written approval of LLSC. For carryover amounts that are greater than fifteen (15) percent, prior written approval of LLSC must be obtained. To obtain permission, the request should be made in writing, specifying the dollar amount to be carried over and to which category it is to be applied. This request must be cosigned by the appropriate institutional officials (Fiscal Officer and/or Grants and Contracts officials). Completed requests must be forwarded to LLSC's Research Administration Department. Approval to carry forward funds does not extend for more than one year.

### **Policies and the Intellectual Property Rights.**

The Sponsoring Institution shall, before entering into this Agreement and so long as an Intellectual Property Rights exist (which, for clarity, may extend beyond the Term), ensure that it has policies in place which provide that any rights to or ownership of any Intellectual Property Rights vest solely in the Sponsoring Institution and not in any other persons, including, without limitation, the Principal Investigator or any Grantees.

### **Requests Generally**

The Sponsoring Institution is responsible for ensuring that all requests are submitted in accordance with any requirements under the grant agreement and/or the Grantor's Policies. The Grantor may, in its sole discretion, approve, deny, or amend any Requests.

### **Relocations or Transfers**

The sponsoring institution must receive permission from LLSC for transfer of this Grant should the Grantee relocate to another institution. Sponsoring Institution must complete a transfer application form (requested from [paul.oconnell@lls.org](mailto:paul.oconnell@lls.org) ) and submit it at least thirty (30) days prior to the contemplated change. Failure to notify LLSC of a transfer may result in a termination of this Grant retroactively to the date of separation from the original institution. This Grant may not be transferred to a laboratory, clinic or other research facility that is not affiliated with a tax-exempt, not-for-profit institution. Relocations will be reviewed on a case-by-case basis. Grantee must verify that his or her new institution will accept the terms of this Grant exactly as written in this Agreement, prior to submission of a transfer request. If the Grantor approves the Transfer Request, it will provide the Sponsoring Institution with the necessary documents to effect the transfer which must be executed by each of the Grantor, the Sponsoring Institution and the institution to which the Principal Investigator will be transferring in accordance with any

requirements in the grant agreement, the transfer documents and the Grantor's Policies. If LLSC consents to the transfer, the original Sponsoring Institution must transfer their obligations under the grant agreement to the new institution, which must accept the transfer of those obligations in a written transfer document to be provided by LLSC prior to any payments being remitted to the new institution. Upon such a transfer, the new institution will be deemed the "Sponsoring Institution" for purposes of the grant agreement. If a transfer occurs after a payment(s) has been made to the original Sponsoring Institution, the Sponsoring Institution shall be solely responsible for transferring all of the Funds to the New Sponsoring Institution that are unused as of the Transfer Date, and that the Grantor shall have no responsibility in relation to such Funds. As of the Transfer Date, the Sponsoring Institution must provide copies of all relevant documents and information relating to this Agreement to the New Sponsoring Institution (while retaining an original or copy of the same for its own records), including, without limitation, any documentation in relation to the Intellectual Property Rights and the agreement of the Grantees to adhere to the obligations of the grants agreement.

### **Amendments to the Research or Budget/Reallocation of Funds**

The Sponsoring Institution may submit requests for modifications to the research and/or the budget from time to time. In the event that the request to modify the research will involve any Restricted Research that has not been previously disclosed to the Grantor in writing, the Sponsoring Institution is responsible for ensuring that such request complies with any requirements for Restricted Research under the grant agreement.

The Sponsoring Institution may reallocate Funds received in respect of a Grant Year as between the various cost categories set forth in the Budget within the same Grant Year without the requiring the approval of the LLSC.

For reallocation of funds which exceed the limitations set out in the section titled Breach and Termination, written approval of LLSC must be obtained. To obtain permission, this request must be made in an email to [paul.oconnell@lls.org](mailto:paul.oconnell@lls.org).

### **Interruption, Abandonment or Leave of Absence**

If a grant is interrupted, written permission must be obtained from LLSC in order to continue a grant at a later date.

The Principal Investigator may take a leave of absence that is less than thirty (30) days without the Sponsoring Institution being required to notify the Grantor. If a leave of absence will exceed thirty (30) days, the Sponsoring Institution must submit a Request for a leave of absence. If the Grantor approves the leave of absence Request, the Term shall be extended for the duration of such leave of absence. If the Grantor denies the leave of absence Request, the Sponsoring

Institution may submit a Request to appoint an alternative Principal Investigator, failing which, the grant agreement shall automatically terminate. LLSC may accept or deny such suspension or appointment request in its sole discretion.

**Illness, Incapacity or Death of Principal Investigator.**

If the Research cannot be performed due to the illness or incapacity of the Principal Investigator for a period of time exceeding thirty (30) days, the Sponsoring Institution must apply for a Request for a leave of absence. Upon the death of the Principal Investigator, the Sponsoring Institution must either immediately submit a request to appoint a new Principal Investigator (See Appointment of Alternative Principal Investigator) or notify the Grantor.

**Appointment of Alternative Principal Investigator.**

It is the Sponsoring Institution’s responsibility to ensure that a Principal Investigator is appointed at all times to manage and oversee the Research. In the event that a Principal Investigator is unwilling or unable to carry out the Research in accordance with this Agreement for any reason, the Sponsoring Institution shall ensure that an alternative is appointed on an interim or permanent basis within thirty (30) days of such unwillingness or inability. Except where a Request for appointment is made due to the illness, incapacity of death of the Principal Investigator as described in section 6.6, the Sponsoring Institution shall submit a Request for such appointment at least ten (10) days in advance of the desired date of such appointment.

**Breach and Termination**

**Termination by Grantor.**

The Grantor may terminate this Agreement at any time for any reason by providing the Sponsoring Institution with thirty (30) days’ written notice, provided, however, that the Grantor may terminate this Agreement at any time without notice to the Sponsoring Institution if the Grantor, in its sole discretion determines that:

- (a) The Sponsoring Institution is unable to carry out the Research for any reason, or the Research is not progressing in a timely or efficient manner;
- (b) The Sponsoring Institution or any of the Grantees have failed to comply with any of the Compliance Requirements (as defined in “Compliance Requirements”, pg 11); or
- (c) The Sponsoring Institution or any of its directors, officers, volunteers, members, employees, or agents, or any of the Grantees have engaged in an event or conduct that the Grantor determines could affect the reputation or charitable status of the Grantor and/or the Sponsoring Institution (including, without limitation, conviction of a criminal offence, fraud, bankruptcy, or unethical conduct that is

inconsistent with the reputation of the Sponsoring Institution and/or the Grantor as Registered Charities).

**Termination by Sponsoring Institution.**

The Sponsoring Institution may terminate this Agreement upon providing the Grantor with thirty (30) days' written notice. The Operating Grant may not be reinstated after such notice has been provided, however, the Sponsoring Institution may submit a new application to be considered for another operating grant.

**Return of Unused Funds on Termination.**

Upon the termination of this Agreement for any reason, the Sponsoring Institution shall immediately return to the Grantor all of the Funds that were not expended on the Research as of the date of termination.

**Reports**

Any outstanding Reports must be provided to the Grantor within sixty (60) days of the termination of this Agreement.

**Competitive Renewal**

Grants are not automatically eligible for renewal, however, during the Term, the Sponsoring Institution may submit a new application for an Operating Grant in relation to the Research and/or the Principal Investigator, which will be considered with all other applications and shall be subject to approval by the Grantor. If the Grantor approves such application, the Parties shall enter into a new agreement in relation to such operating grant.

**No-cost Extension of Grant Terms**

If it is likely that a portion of the Funds shall remain unused at the end of the Term, the Sponsoring Institution may request that the Term be extended by submitting a Request to the Grantor at least thirty (30) days before the end of the Term. The Grantor may extend the Term for a period of time not exceeding one (1) year, and no additional funds shall be advanced by the Grantor during such extension period. If the Grantor denies the Request for extension, the Sponsoring Institution shall return any excess Funds not used on the Research immediately following the end of the Term.

The request for a no-cost extension must utilize the appropriate form and submitted electronically LLSC's Research Administration Department thirty (30) days prior to the end of the grant term.

## **Co-mingling/Duplication**

The Sponsoring Institution shall ensure that the Funds are segregated from all of its other funds at all times. The Sponsoring Institution shall not use the Funds to pay for the same item or service for which it has received funding from another source.

## **Reinstatement of Grants**

Funds shall not be reinstated after LLSC has received notification in writing from the Grantee/Principal Investigator of the intent to terminate a grant. Those wishing to resume funding are welcome to submit a new application in the next grant program cycle.

## **Compliance Requirements**

The Sponsoring Institution is solely responsible for ensuring that the Research is undertaken and the Funds are applied in accordance with the grant agreement, the Grantor's Policies and any applicable legal, regulatory, ethical, or professional requirements, including, without limitation, any restrictions in the Sponsoring Institution's governing documents, any publications of regulators of Registered Charities that operate in Ontario, (including, without limitation, any policies or guidance of the Canada Revenue Agency), any requirements for the Restricted Research (defined below) and any applicable local, provincial or federal laws. The Sponsoring Institution is responsible for ensuring that all of the Grantees adhere to the Compliance Requirements.

In the event that the Sponsoring Institution becomes aware that it or any of the Grantees have failed to adhere to any of the Compliance Requirements, it must immediately report such non-compliance to the Grantor in writing, which may result in the suspension of the grant agreement. Failure to do so may result in the suspension or termination of Grant funding.

## **The Research**

The Sponsoring Institution understands, acknowledges, and agrees that:

- (d) It is responsible for ensuring that the Research is conducted and utilized exclusively to further the Purpose, and not for any other purpose(s), including, without limitation, for self-interest or private commercial consumption;
- (e) Any and all decisions in relation to the Research will be made with the Purpose and its associated public benefit as the primary consideration;
- (f) Subject to any modification of the Term, the Sponsoring Institution shall ensure that the Research is commenced promptly following the Effective Date and completed by the end of the Term; and

- (g) The Grantor is entitled to publish the information contained in the lay summaries in the Application and/or the Reports, including but not limited to information about the Research and the names of the Sponsoring Institution and the Grantees.

### **Research Integrity**

The Sponsoring Institution shall ensure that the Grantor's Policies in relation to research integrity and research misconduct are adhered to, and that during the Term, its own internal policies in this regard do not conflict with any requirements in the Grantor's Policies.

Research Misconduct means fabrication, falsification, or plagiarism (further defined below) in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest error or differences of opinion.

- **Fabrication:** Making up data or results and recording or reporting them.
- **Falsification:** Manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.
- **Plagiarism:** The appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

### **Organizational Assurances**

The Sponsoring Institution is solely responsible for ensuring that the Research is undertaken in accordance with the Compliance Requirements, including any specific guidelines, protocols, safeguards, laws, regulations, or requirements for certain types of research, including, without limitation, requirements for research involving human participants, laboratory animals, biohazards, and/or recombinant DNA (collectively, the "**Restricted Research**"). Without limiting the foregoing, if any of the Research will involve human subjects, the Sponsoring Institution must be able to demonstrate (both before the Research is undertaken and on an ongoing basis during the Term) that it has:

- (h) Assessed whether any ethical questions might arise in relation to the Research;
- (i) Assessed and appropriately mitigated the risk of harm that the Research might cause to human subjects; and
- (j) Adhered to the ethical principles and the articles of the *Tri-council Policy Statement: Ethical Conduct for Research Involving Humans* in relation to the Research.

## **Deviations**

Any deviation from the originally proposed research requires prior approval by LLSC. Written requests must be submitted to LLSC's Research Administration Department. Requests will be reviewed on a case-by-case basis. See contact information located at the end of this document.

## **Research Integrity and Misconduct.**

The Sponsoring Institution shall ensure that the Grantor's Policies in relation to research integrity and research misconduct are adhered to, and that during the Term, its own internal policies in this regard do not conflict with any requirements in the Grantor's Policies.

## **Confidentiality**

**"Confidential Information"** means all information known or used by a Party or any of its directors, officers, members, employees, volunteers, agents, contractors or any of its affiliates, or, in the case of the Sponsoring Institution, any of the Grantees, in connection with its operations and activities including, but not limited to: (i) trade secrets and confidential information concerning its products, clients, prospective clients, suppliers, services, and operations or of any of its affiliates; (ii) its financial and operational information or of any of its affiliates; (iii) information about new or potential activities of all kinds, arrangements and other opportunities for new products or services, which have been disclosed to, investigated, studied or considered by a Party or any of its affiliates or by others on behalf of the Party or any of its affiliates; (iv) intellectual and other proprietary property of the Party or any of its affiliates, including, without limitation, the Intellectual Property, marketing information on its existing and proposed future products, services, advertising and promotion methods or of its affiliates; and (v) the information in the Application and the Reports.

## **Exceptions to Confidential Information.**

Confidential Information does not include:

- (a) The information in the lay summaries in the Application and the Reports, including but not limited to the names of the Sponsoring Institution and the Grantees;
- (b) Information of one Party that is or becomes part of the public domain through no wrongful act of the other Party;
- (c) Information that is independently developed by the Party that discloses such information;
- (d) Information of one Party that was available to the other Party on a non-confidential basis prior to the date of disclosure of such information; or

## **Acknowledgements**

Each of the Parties acknowledge that:

- (a) It has acquired, and that during the term of this Agreement it will acquire or be exposed to, Confidential Information of the other Party;
- (b) The Confidential Information of the other Party is confidential to the other Party and is a valuable asset which is the property of the other Party exclusively, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of the other Party; and
- (c) It is important and in the interests of the other Party that the Confidential Information of the other Party remain the exclusive and confidential property of the other Party and that it not be used or disclosed except in accordance with section 0.

## **Non-Disclosure**

At all times during the term of this Agreement and thereafter, each of the Parties covenants and agrees to hold in confidence and keep confidential all Confidential Information of the other Party and that it shall not, at any time now or in the future, for any purpose or in any manner whatsoever, directly or indirectly, use, disclose, divulge, furnish, transfer, sell, release or otherwise deal with or make available to any person or entity any Confidential Information of the other Party, except where:

- (a) The Confidential Information of the Party used or disclosed is, at the time of such use or disclosure, already in the public domain due to no fault of the other Party;  
or
- (b) One Party is required to disclose the Confidential Information of the other Party pursuant to any applicable law, rule or regulation, or in connection with any legal or regulatory process, provided that to the extent permitted by law, the Party who is subject to the demand for disclosure will promptly advise the other Party of such demand to allow such Party to seek injunctive relief or other appropriate remedies and/or waive compliance with this Agreement.

## **Notification of Breach**

In the event that either Party becomes aware of the unauthorized use or disclosure of the Confidential Information of the other Party, such Party shall immediately notify the relevant Party in writing of the same.

All Applications and evaluations are considered confidential and are only available to the LLSC Medical & Scientific Committee, Mission Oversight Committee, relevant Grant Review Subcommittees and LLSC staff. All information provided in the Reports shall be treated as



confidential with the noted exception of the lay summaries as prepared by the Grantee, which should not contain confidential information, as these will be shared publicly by LLSC.

## **Outcome Reporting**

Following the Term and upon reasonable notice by the Grantor, the Sponsoring Institution shall provide the Grantor with additional information with respect to the outcome of the Research, which may involve obtaining information from the Grantees.

## **Publications and Publicity**

### **Recognition, Credit, and Identification**

The Sponsoring Institution shall recognize, and require that the Grantees recognize, the Grantor and/or the Operating Grant using the Grantor's Name and Logo as follows:

- (c) On the Sponsoring Institution's website throughout the life of the research;
- (d) On all publicity and communications (external and internal) resulting from the Research, including, without limitation, websites, videos, press releases, media reports, interviews, program registration forms, resource materials, newsletters, conference presentations and poster presentations; and
- (e) In any advertisements, promotions, publications, presentations, or exhibitions (in print or online) with respect to the research, which shall read as follows: **"Supported by an Operating Grant from The Leukemia & Lymphoma Society of Canada / Societe de Leucemie & Lymphome Du Canada"**. At least seven (7) days prior to any such publication, the Sponsoring Institution shall forward to the Grantor in writing the information pertaining to the publication (that is, the name of the publication, a copy of the materials intended for release, any details of information to be disclosed, and the expected date, time, location, and manner of disclosure), and following such publication, the Sponsoring Institution shall forward to the Grantor an electronic version of the final published material (in PDF format or other reasonably requested format).
- (f) Poster presentations and other visual illustrations displayed at national meetings featuring work supported in whole or in part by LLSC should also bear the LLSC logo which is available by contacting us at [AdminCanada@lls.org](mailto:AdminCanada@lls.org).

## **Participation in LLSC Events**

LLSC's ability to award grants is dependent upon continued support from voluntary donations and LLSC-sponsored events. The Principal Investigator and the other Grantees are expected to

make all reasonable efforts to attend and participate in the Grantor's events as may be requested by the Grantor from time to time.

### **Participation in Other Agreements or Activities**

During the Term, the Grantees shall not participate in any agreement or activity that would conflict with the Sponsoring Institution's or the Grantee's obligations under this Agreement. Participation in such an agreement or activity may result in early termination of this Agreement by the Grantor.

### **Participation in Multiple LLSC-funded Projects**

There is no limit to the total number of grants that the Sponsoring Institution may receive from the Grantor, but no more than one application for any one type of grant can be submitted per Principal Investigator within the same application cycle.

### **Inquiries**

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