



FY19 SMALL GRANTS PROGRAM

REQUEST FOR APPLICATIONS

FOR BREAST HEALTH SUPPORT PROJECTS

PERFORMANCE PERIOD: APRIL 1, 2018 - MARCH 31, 2019

OUR MISSION: SAVE LIVES BY MEETING THE MOST CRITICAL NEEDS IN OUR COMMUNITIES AND INVESTING IN BREAKTHROUGH RESEARCH TO PREVENT AND CURE BREAST CANCER

Susan G. Komen® New England
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KEY DATES

Small grants applications are accepted until February 18, 2019 for this fiscal year. However, requests for support of educational events must be received at least six weeks prior to the event.

ABOUT SUSAN G. KOMEN® NEW ENGLAND

Susan G. Komen is the world's largest breast cancer organization, outside of the federal government, funding more breast cancer research than any other nonprofit while providing real-time help to those facing the disease. Komen has set a Bold Goal to reduce the current number of breast cancer deaths by 50 percent in the U.S. by 2026. Since its founding in 1982, Komen has funded more than \$956 million in research and provided more than \$2.1 billion in funding to screening, education, treatment and psychosocial support programs. Komen has worked in more than 60 countries worldwide. Komen was founded by Nancy G. Brinker, who promised her sister, Susan G. Komen, that she would end the disease that claimed Suzy's life. Komen New England is working to better the lives of those facing breast cancer in the local community. Through events like the Komen Massachusetts Race for the Cure, Fairfield County Race for the Cure, Greater Hartford More Than Pink Walk, New Hampshire Race for the Cure, Vermont Race for the Cure Komen New England has invested \$29 million in community breast health programs in New England. For more information, call 508-366-1945 or visit www.komennewengland.org.

NOTICE OF FUNDING OPPORTUNITY AND STATEMENT OF NEED

Komen New England is currently offering Small Grants up to \$5000 to support educational and outreach programs that address breast cancer disparities and capacity building programs. For applications seeking funds greater than \$5000 or seeking to provide screening, diagnostic and/or treatment services, please refer to our Community Grants RFA.

The findings from the 2015 Komen New England Community Profile revealed a critical need for funding for breast cancer education and outreach that addresses disparities and leads to women receiving breast health services. The 2015 Community Profile can be found on our website at www.komennewengland.org.

SMALL GRANTS CATEGORIES

Educational/Outreach Grants

Purpose: To explore new approaches to reduce breast cancer education barriers identified in Addison County VT, Hillsborough and Strafford Counties, New Hampshire, Springfield, Boston, and Worcester, Massachusetts, Hartford, Fairfield, New Haven, Litchfield, or New London Counties of Connecticut, Maine and Rhode Island. Education and outreach projects must lead to a documented breast cancer action (e.g., getting a screening mammogram; importance of follow-up after an abnormal mammogram).

Amount: Up to \$5,000.

Recognition requirements: Susan G. Komen New England must be recognized in all materials.

Conference Grants

Purpose: To support (e.g., logistics; registration fees; presenter fees, etc.) local scientific or educational conferences with presentations/sessions that have an emphasis on the interaction between advocate, public health, health care and scientific communities to address breast cancer disparities to achieve health equity. The presentations/sessions supported by Komen must be focused on breast cancer.

Amount: Up to \$5,000.

Recognition requirements: Conference organizers must provide complimentary registration for at least two (2) Affiliate representatives and an Affiliate display area where appropriate. In addition, Susan G. Komen New England must be recognized in all materials.

Capacity Building Grants

Purpose: To support the development of well-defined projects in Addison County VT, Hillsborough and Strafford Counties, New Hampshire, Springfield, Boston, and Worcester, Massachusetts, Hartford, Fairfield, New Haven, Litchfield, or New London Counties of Connecticut, Maine and Rhode Island, that help build organizational infrastructure to refine/improve skills, strategies or organizational systems that will lead to a decrease in breast cancer disparities to achieve health equity for all.

Amount: Up to \$5,000.

ELIGIBILITY REQUIREMENTS

The following eligibility requirements must be met at the time of application submission to apply:

- Individuals are not eligible to apply.
- Applications will only be accepted from governmental organizations under Section 170(c)(1) or nonprofit organizations under Section 501(c)(3) of the Internal Revenue Service (IRS) code. Applicants must prove tax-exempt status by providing a letter of determination from the IRS.
- Applicant organizations must serve residents in one or more of the following locations:
 - Addison County, VT
 - Hillsborough and Strafford Counties, NH
 - Maine
 - Rhode Island
 - Springfield, Worcester, or Boston, MA
 - Hartford, Fairfield, Litchfield, or New London counties, CT
- Proposed projects must be specific to breast health and/or breast cancer and address the Small Grants Categories listed in this RFA. If a project includes other health issues along with breast cancer, such as a breast and cervical cancer project, funding may only be requested for the breast cancer portion.
- All past and current Komen-funded grants or awards to applicant must be up-to-date and in compliance with Komen requirements.
- If applicant, or any of its key employees, directors, officers or agents, is convicted of fraud or a crime involving any financial or administrative impropriety in the 12 months prior to the submission deadline for the application, then applicant is not eligible to apply for a grant until 12 months after the conviction. After this 12-month period, applicant must demonstrate in its application that appropriate remedial measures have been taken to ensure that criminal misconduct will not recur.

ALLOWABLE EXPENSES

Funds may be used for the following types of expenses, provided they are directly attributable to the project:

- Key Personnel & Salaries
- Consultants
- Supplies
- Other direct project expenses

For more information, please refer to the descriptions in the Budget Section below.

Funds may **not** be used for the following purposes:

- Research, defined as any project or program with the primary goal of gathering and analyzing data or information.

- Specific examples include, but are not limited to, projects or programs designed to:
 - Understand the biology and/or causes of breast cancer
 - Improve existing or develop new screening or diagnostic methods
 - Identify approaches to breast cancer prevention or risk reduction
 - Improve existing or develop new treatments for breast cancer or to overcome treatment resistance, or to understand post-treatment effects
 - Investigate or validate methods
- Clinical services or patient care costs (e.g. screening, diagnostics, or treatment)
- Indirect Costs
- Education regarding breast self-exams/use of breast models
- Development of educational materials or resources
- Education via mass media (e.g. television, radio, newspapers, billboards), health fairs and material distribution. These methods may be used to promote projects, but evidence-based methods such as 1-1 and group sessions should be used to educate the community and providers
- Construction or renovation of facilities
- Political campaigns or lobbying
- General operating funds
- Debt reduction
- Fundraising (e.g. endowments, annual campaigns, capital campaigns, employee matching gifts, events)
- Event sponsorships
- Projects completed before the date of grant approval
- Land acquisition
- Project-related investments/loans
- Scholarships
- Thermography
- Projects or portions of projects not specifically addressing breast cancer
- Equipment, exceeding \$5,000

IMPORTANT GRANTING POLICIES

Please note the following non-negotiable policies before submitting an application:

- The project must occur between April 1, 2018 and March 31, 2019.
- The effective date of the grant agreement is the date on which Komen fully executes the grant agreement and shall serve as the start date of the grant. **No expenses may be accrued against the grant until the contractual agreement is fully executed.** *The contracting process can take up to six weeks from the date of the award notification letter.*
- Any unspent funds over \$1.00 must be returned to Komen New England.
- At Komen's discretion, grant payment will be made in one installment after grant agreement execution or pending receipt and approval of a final report.
- Grantee will be required to submit one final report that will include, among other things, an accounting of expenditures and a description of project achievements. Additional reports may be requested.
- Certain insurance coverage must be demonstrated through a certificate of insurance at the execution of the grant agreement, if awarded. Grantee is required at minimum to hold:
 - Commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage;
 - Workers' compensation insurance in the amount required by the law in the state(s) in which its workers are located and employers liability insurance with limits of not less than \$1,000,000; and
 - Excess/umbrella insurance with a limit of not less than \$3,000,000.
 - In the event any transportation services are provided in connection with project, \$1,000,000 combined single limit of automobile liability coverage will be required.
 - Grantees are also required to provide Komen New England with a Certificate of Insurance with Susan G. Komen Breast Cancer Foundation, Inc., Susan G. Komen New England, its officers, employees and

agents named as Additional Insured on the above policies solely with respect to the project and any additional policies and riders entered into by grantee in connection with the project.

EDUCATIONAL MATERIALS AND MESSAGES

Susan G. Komen is a source of information about breast health and breast cancer for people all over the world. To reduce confusion and reinforce learning, we only fund projects that use educational messages and materials that are consistent with Komen messages, including our breast self-awareness messages - know your risk, get screened, know what is normal for you and make healthy lifestyle choices. The consistent and repeated use of the same messages can reduce confusion, improve retention and lead to the adoption of actions we believe are important for quality breast care. Please visit the following webpage before completing your application and be sure that your organization can agree to promote these messages:

<http://ww5.komen.org/BreastCancer/BreastSelfAwareness.html>

Breast Self-Exam must not be taught or endorsed

According to studies, teaching breast self-exam (BSE) has not been shown to be effective at reducing mortality from breast cancer and therefore **Komen will not fund education projects that teach or endorse the use of monthly breast self-exams or use breast models**. As an evidence-based organization, we do not promote activities that are not supported by scientific evidence or that pose a threat to Komen's credibility as a reliable source of information on the topic of breast cancer.

Creation and Distribution of Educational Materials and Resources

Komen Affiliate grantees are encouraged to use Komen-developed educational resources, including messages, materials, toolkits or online content during their grant period. This is to ensure that all breast cancer messaging associated with the Komen name or brand are current, safe, accurate, consistent and based on evidence.

In addition, this practice will avoid expenses associated with the duplication of existing educational resources. Grantees can view, download and print all of Komen's educational materials by visiting <http://ww5.komen.org/BreastCancer/KomenEducationalMaterials.html>. If a grantee intends to use other supplemental materials, they should be consistent with Komen messages.

Komen materials should be used and displayed whenever possible.

If an organization wants to develop educational resources with Komen grant funds, they must discuss with Komen New England prior to submitting an application and provide evidence of need for the resource.

Use of Komen's Breast Cancer Education Toolkits for Black and African-American Communities and Hispanic/Latino Communities and Other Resources

Komen has developed breast cancer education toolkits for Black and African-American communities and Hispanic/Latino communities. They are designed for educators and organizations to use to meet the needs of these communities. The Hispanic/Latino toolkit is available in both English and Spanish. To access the toolkits, please visit <http://komentoolkits.org>. Komen has additional educational resources, included on [komen.org](http://www.komen.org), that may be used in community outreach and education projects. Check with Komen New England for resources that may be used in programming.

REVIEW PROCESS

Each grant application will be reviewed by at least three reviewers. They will consider each of the following selection criteria:

Impact 20%: How successful will the project be at increasing the percentage of people who enter, stay in or progress through the continuum of care, thereby reducing breast cancer mortality?

Statement of Need 20%: How well has the applicant described the identified need and the population to be served, including race, ethnicity, economic status and breast cancer mortality statistics? How closely does the project align with the Small Grant Category and target communities stated in the RFA?

Project Design 20%: How likely is it that proposed activities will be achieved within the scope of the project? How well has the applicant described the project activities to be completed with Komen funding? To what extent is the proposed project designed to meet the needs of specific communities including the cultural and societal beliefs, values and priorities of each community? How well does the applicant incorporate an evidence-based intervention and/or a promising practice? To the extent collaboration is proposed, how well does the applicant explain the roles, responsibilities and qualifications of project partners? How well does the budget and budget justification explain the need associated with the project?

Organization Capacity 20%: To what extent does the applicant's staff have the expertise to effectively implement all aspects of the project? How well has the applicant demonstrated evidence of success in delivering services to the target population described? To what extent has the applicant demonstrated they have the equipment, resources, tools, space, etc., to implement all aspects of the project?

Monitoring and Evaluation 20%: To what extent will the documented evaluation plan be able to measure progress against the stated project goal and objectives, and the resulting outputs and outcomes? To what extent are the applicant's monitoring and evaluation (M&E) resources/ expertise likely to adequately evaluate project success?

The grant application process is competitive, regardless of whether or not an organization has received a grant in the past. Funding in subsequent years is never guaranteed.

Applicant Support: Questions should be directed to:

Ryan Tollefson
774-512-0408
rtollefson@komennewengland.org

APPLICATION INSTRUCTIONS

The application must be completed and submitted via the Komen Grants e-Management System (GeMS), <https://affiliategrants.komen.org>. All applications must be submitted before the Application Deadline listed in the Key Dates section above. For an application instruction manual, please visit the Affiliate's grants webpage, www.komennewengland.org, or contact Ryan Tollefson, rtollefson@komennewengland.org. When initiating an application in GeMS, please make sure it is a **Small Grants** application, designated "SG", and not a Community Grants ("CG") application to apply to this RFA.

PROJECT PROFILE

This section collects basic organization and project information, including the title of the project, contact information and partner organizations.

Attachments for the Project Profile page (if applicable):

- **Letters of support or memoranda of understanding from proposed collaborators** to describe the nature of the collaboration and the services/expertise/personnel to be provided through the collaboration.

ORGANIZATION SUMMARY (limit 1,000 characters)

This section collects information regarding your organization's history, mission, programs, staff/volunteers, budget, and social media.

PROJECT ABSTRACT (limit 1,000 characters)

This section requires the selection of the Small Grant Category to be addressed and a summary of the proposed project. The abstract is typically used by the Affiliate in public communications about funded projects.

PROJECT NARRATIVE (limit 8,000 characters)

This section is the core piece of the application. It should address the review criteria and cover the following information:

- A description of the project or activity
- How the project will further Komen's mission
- How the project will reach the target audience/community
- For conference grants only- anticipated number of participants, description of target participants, description of conference format including specific topics to be covered and speakers, if known.

PROJECT TARGET DEMOGRAPHICS

This section collects information regarding the intended target audience(s) and target locations identified in the project. This does not include every demographic group the project will serve, rather this should be based on the groups that will be primarily served.

PROJECT WORK PLAN

In the Project Work Plan section in GeMS, create objectives that are aligned with the allowable Small Grants Categories to support the following universal goal:

Reduce breast cancer mortality by addressing disparities, increasing access to quality and timely care, and/or improve outcomes through patient navigation.

The project must have at least one objective, and no more than three objectives, with each able to be evaluated. Please ensure that all objectives are SMART objectives:

Specific
Measurable
Attainable
Realistic
Time-bound

A guide to crafting SMART objectives is found in Appendix B or at <http://ww5.komen.org/WritingSMARTObjectives.html>

Each objective in the Project Work Plan must be reported on in the final report covering all project activities. **The Project Work Plan must include measurable objectives that will be accomplished with funds requested from Komen New England.** Objectives that will be funded by other means should **not** be reported here, but instead, can be included in your overall project narrative.

Attachments to support the Project Work Plan may include, but are not limited to:

- **Evaluation forms, surveys, logic model, etc.** that will be used to assess the progress and/or the effectiveness of these objectives.

BUDGET SECTION

For each line item in the budget, **provide an estimated expense calculation and a brief justification** explaining how the funds will be used and why they are necessary to achieve proposed objectives. A description of each budget category follows:

KEY PERSONNEL/SALARIES

This section requests personnel information for individuals playing a key role in completing the project. It should also include staff salary and benefits information based on the amount of time spent on the proposed project, if being

requested from Komen. If no funds are requested from Komen for staff's salary, enter 0 in the "% of Salary on Project" Field.

Attachments Needed for Key Personnel/Salaries Section:

- **Resume/Job Description** – For key personnel that are currently employed by the applicant, provide a resume or *curriculum vitae* that includes education level achieved and licenses/certifications obtained. For new or vacant positions, provide a job description (*Two page limit per individual*).

CONSULTANTS

This section should be completed if it is necessary for a third party to help with a piece of the project. Consultants are persons or organizations that offer specific expertise not provided by applicant staff and are usually paid by the hour or day.

SUPPLIES

This section should include office supplies, education supplies, and any other type of supplies the organization will need to complete the project.

OTHER

This section should only be used for items that cannot be included in the existing budget sections.

PROJECT BUDGET SUMMARY

This section includes a summary of the total project budget. Match funding must also be entered on this page.

Attachments Needed for the Project Budget Summary Section:

- **Proof of Tax Exempt Status** – To document **federal tax-exempt status**, attach the organization's determination letter from the Internal Revenue Service. Evidence of state or local exemption will not be accepted. Please do not attach your Federal tax return. To request verification of your organization's tax-determination status, visit the following page on the IRS Web site:

<https://www.irs.gov/charities-non-profits/eo-operational-requirements-obtaining-copies-of-exemption-determination-letter-from-irs>

APPENDIX A: FY19 SMALL GRANT REPORTING METRICS

Grantees will be required to report on the below metrics in FY19 Final Reports. Grantees will only need to report on the Small Grant Category selected. For example, if a grantee is conducting an Education/Outreach project and has only education objectives, they will only report metrics for the Education/Outreach category.

Education/Outreach Programs

- Type of education program
 - One-on-one, Group
- Audience (e.g., survivors, community, providers)
- Education topic (e.g. breast self-awareness, local resources, metastatic breast cancer)
- County where education program held
- Number of participants for each program/event
- Age
- Race
 - American Indian/Alaska Native, Asian, Black/African-American, Middle Eastern or North African, Native Hawaiian or Pacific Islander, White, Unknown or Other
- Ethnicity
 - Hispanic/Latino, Non-Hispanic/Latino, Unspecified
- A summary of pre- and post-survey results from the education sessions

Conference/Symposium/Workshop

- Title of conference, symposium or workshop
- Date of conference, symposium or workshop
- Number of people that attended conference, symposium or workshop
- Percent of conference, symposium or workshop that was breast cancer specific
- Provide a summary of the survey results from conference, symposium or workshop participants

Capacity Building

- State the goal of the capacity building grant
- Describe the process that was conducted/implemented to meet the capacity building goal and objectives.
- Describe how capacity was increased. Examples of what should be included are the number of organizations implementing enhancements or new systems/processes as a result of capacity building, number of additional types of services offered or provided as a result of capacity building, and/or how the enhanced existing and/or new partnerships benefited members of the target community in entering or staying in the breast cancer continuum of care.

APPENDIX B: WRITING SMART OBJECTIVES

Project planning includes developing project objectives. **Objectives** are specific statements that describe what the project is trying to achieve and how they will be achieved. Objectives are more immediate than the goal and represent milestones that your project needs to achieve in order to accomplish its goal by a specific time period. Objectives are the basis for monitoring implementation of strategies and/or activities and progress toward achieving the project goal. Objectives also help set targets for accountability and are a source for project evaluation questions.

Writing SMART Objectives

To use an objective to monitor progress towards a project goal, the objective must be **SMART**.

A **SMART** objective is:

1. **Specific:**
 - Objectives should provide the “who” and “what” of project activities.
 - Use only one action verb since objectives with more than one verb imply that more than one activity or behavior is being measured.
 - Avoid verbs that may have vague meanings to describe intended output/outcomes (e.g., “understand” or “know”) since it may prove difficult to measure them. Instead, use verbs that document action (e.g., identify three of the four Komen breast self –awareness messages).
 - The greater the specificity, the greater the measurability.
2. **Measurable:**
 - The focus is on “how much” change is expected. Objectives should quantify the amount of change expected.
 - The objective provides a reference point from which a change in the target population can clearly be measured.
3. **Attainable:**
 - Objectives should be achievable within a given time frame and with available project resources.
4. **Realistic:**
 - Objectives are most useful when they accurately address the scope of the problem and programmatic steps that can be implemented within a specific time frame.
 - Objectives that do not directly relate to the project goal will not help achieve the goal.
5. **Time-bound:**
 - Objectives should provide a time frame indicating when the objective will be measured or time by which the objective will be met.
 - Including a time frame in the objectives helps in planning and evaluating the project.

SMART Objective Example

Non-SMART objective 1: Women in Green County will be provided educational sessions.

This objective is not SMART because it is not specific, measurable, or time-bound. It can be made SMART by specifically indicating who is responsible for providing the educational sessions, how many people will be reached, how many sessions will be conducted, what type of educational sessions will be conducted, who the women are and by when the educational sessions will be conducted.

SMART objective 1: By September 2018, Pink Organization will conduct 10 group breast cancer education sessions reaching at least 200 Black/African American women in Green County resulting in a documented breast cancer action.

SMART Objective Checklist

Criteria to assess objectives	Yes	No
1. Is the objective SMART?		
<ul style="list-style-type: none">• Specific: Who? (target population and persons doing the activity) and What? (action/activity)		
<ul style="list-style-type: none">• Measurable: How much change is expected?		
<ul style="list-style-type: none">• Achievable: Can be realistically accomplished given current resources and constraints		
<ul style="list-style-type: none">• Realistic: Addresses the scope of the project and proposes reasonable programmatic steps		
<ul style="list-style-type: none">• Time-bound: Provides a time frame indicating when the objective will be met		
2. Does it relate to a single result?		
3. Is it clearly written?		

Source: Department of Health and Human Services- Centers for Disease Control and Prevention. January 2009. Evaluation Briefs: Writing SMART Objectives. <http://www.cdc.gov/healthyyouth/evaluation/pdf/brief3b.pdf>

FY 19 SMALL GRANTS CONTRACT SAMPLE

Connecticut Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. DBA Susan G. Komen New England

GRANT AGREEMENT

SMALL GRANTS PROGRAM 2018-2019

GRANTEE ORGANIZATION: [COUNTERPARTY NAME]

GRANTEE ADDRESS: [COUNTERPARTY ADDRESS]

PROJECT DIRECTOR: [FIRST AND LAST NAME]

EFFECTIVE DATE: [EFFECTIVE DATE] **TERMINATION DATE:** [TERMINATION DATE]

PROJECT TITLE AND PURPOSE: [PROGRAM NAME]

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's grant application and proposed budget, (together, the "Application"), which can be located in the Komen Grants e-Management System ("GeMS") and are made a part hereof for all purposes. To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$ [TOTAL PAYMENT AMOUNT]

PAYMENT TERMS: Komen will pay to Grantee the Grant Funds within 30 days after Grantee executes this Agreement in GeMS. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to Komen all unspent Grant Funds. See additional terms for use of Grant Funds in [Section 1](#) of the attached Terms and Conditions.

REQUIRED REPORTS (Written reports to be completed in the forms located in GeMS):

Final Report due 30 days after completion of project or by May 15, 2019 at the latest.

Komen reserves the right to modify the information required in the above reports from time to time and in such event will provide updated reporting forms to Grantee. The above reports will not be treated as confidential, and may be reviewed and evaluated by third parties. Komen will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, Komen may share grant information, including the reports, with donors or with members of the general public.

ACKNOWLEDGMENTS: Grantee will acknowledge and will cause any subgrantees and contractors involved in the Project ("Collaborating Organizations") to acknowledge Komen's funding in the following ways, using the Komen name and signature logo when possible:

- in a conspicuous location on all printed and electronic materials created in connection with the Project ("Materials")
- at all workshops, symposia, meetings, and other presentations or events in connection with the Project
- on Project signage commensurate with other sponsors providing similar funding
- on all Project press materials
- on Grantee's website
- in Grantee's annual report and other donor listings

See additional requirements for acknowledgments in Section 3(A) of the attached Terms and Conditions.

BENEFITS Grantee shall provide the following to Komen:

copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project

a summary report of any evaluations received in connection with the Project

Grantee grants (and shall cause any Collaborating Organizations to grant) to Komen, the Susan G. Komen Breast Cancer Foundation, Inc. ("Komen National") and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify Komen through GeMS at least 30 days in advance of and must receive prior written approval for any proposed changes to the personnel, design, budget, Collaborating Organizations, if any, content or specific aims of the Project. Komen will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of Komen so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item; or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify Komen of (w) any potential or threatened litigation, claim, assessment or audit related to the Project; (x) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; or (y) any actual inability to fulfill the objectives in the Application.

SPECIAL TERMS/OTHER: NONE.

This Agreement will be null and void if not executed by both parties within 45 days after the Agreement becomes available for execution through GeMS. By executing this Agreement, Grantee agrees to be bound by the Terms and Conditions attached to this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

[AFFILIATE NAME] ("Komen")

By: _____

Name/Title: _____

[COUNTERPARTY NAME] ("Grantee")

By: _____

Name/Title: _____

TERMS AND CONDITIONS

1. **Restrictions on Use of Grant Funds.** (A) Grantee will use the Grant Funds exclusively as provided in the budget in GeMS, except that the Grant Funds may not be used for any indirect costs for the Project. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective Date or subsequent to the Termination Date of this Agreement. (C) Any travel costs, for travel grant recipients or otherwise, covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Project, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded). Grant Funds may also be used to offset the Project expenses of meeting registration and abstract submission fees.

2. **Collaborating Organizations.** Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

3. **Acknowledgments; Komen Intellectual Property; Permission to Use Grantee Name and Logo.**

(A) Grantee is authorized to and will acknowledge Komen's funding of the Project in the Materials as set forth in "Acknowledgments" section of this Agreement. In addition, Grantee agrees that it will acknowledge Komen separately from any pharmaceutical support and will not in any way indicate, suggest or imply that Komen is the recipient of such support. The specific language to be used in such acknowledgments, including how Komen's name and signature logo will be used, will be agreed to in advance between the parties.

(B) Komen is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that Komen or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "Komen Intellectual Property"). Komen Intellectual Property must not be amended or modified in any manner without Komen's prior written consent. Grantee will include the appropriate attributions for any Komen Intellectual Property used in connection with the Project, which must be approved by Komen in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and news media, Komen is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant Komen authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

4. **Representations, Warranties and Covenants.** Grantee represents, warrants, and covenants that:

(A) it is a governmental organization described in Section 170(c)(1) or a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code and will continue to qualify as such throughout the term of this Agreement;

(B) it is a duly incorporated and is validly existing as a corporation in good standing under the laws of the state of its incorporation and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted;

(C) it has the authority to grant the license to the Materials set forth in the "Acknowledgments" section and that no Materials delivered to Komen (nor any element thereof) violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark, or service mark or any common law or other right of any third party;

(D) none of the Grant Funds will be used (i) for lobbying as defined under the Internal Revenue Code, (ii) to directly or indirectly participate in or intervene in any political campaign on behalf of any candidate for public office; or (iii) for any other purpose that is inconsistent with Section 501(c)(3) of the Code; and

(E) none of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under any provision of (i) the formation and governing documents of Grantee; (ii) any contract or permit to which Grantee is a party; or (iii) any applicable law or any order of any governmental body.

5. **Compliance with Laws.** Grantee will comply with all applicable laws and regulations applicable to any of its activities associated with this Grant, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders. Grantee will cooperate with Komen in supplying additional information to Komen, or in complying with any procedures which might be required by any governmental agency, in order for Komen to establish that it has observed all requirements of law with respect to this Grant.

6. **Right to Audit.** Grantee agrees to and will cause any and all Collaborating Organizations to maintain accurate and complete records of the expenditure of Grant Funds for a period of five (5) years from the earlier of the termination or expiration of this Agreement and agrees that Komen may conduct an audit of such records at any time during usual business hours as reasonably requested in advance by Komen. Grantee will ensure that Komen will have the same audit rights for records of any Collaborating Organization that receives Grant Funds.

7. **Default and Early Termination.**

(A) If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party.

(B) In the event of an early termination due to breach by Grantee under Section 7(A), Grantee immediately will (i) provide Komen with the Final Report due hereunder, which will include all required information available as of the termination date; and (ii) reimburse Komen for the full amount of Grant Funds (including any accrued interest) that have been expended in connection with and subsequent to the breach; and (iii) immediately refund all unspent Grant Funds (including any accrued interest) as of the termination date.

(C) The provisions of this Section 7 will not preclude Komen from seeking any other remedies that may be available under this Agreement and applicable law.

8. **INDEMNITY.** AS BETWEEN THE PARTIES, GRANTEE ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES THAT MAY ARISE IN CONNECTION WITH THE PROJECT. TO THE EXTENT NOT PROHIBITED UNDER THE APPLICABLE LAWS THAT GOVERN GRANTEE, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD KOMEN AND KOMEN NATIONAL HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT KOMEN MAY INCUR BY REASON OF GRANTEE'S OR ANY COLLABORATING ORGANIZATION'S NEGLIGENCE OR MISCONDUCT, OMISSION OR BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR BY REASON OF ANY THIRD-PARTY CLAIM OR SUIT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT.

9. **Insurance.** Grantee agrees to maintain and will cause any Collaborating Organizations to maintain the following insurance during the term of this Agreement:

(A) commercial general liability insurance with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which covers liability for bodily injury, property damage, death and advertising injury (including reasonable attorneys' fees);

(B) workers' compensation insurance in the amount required by law of the state(s) in which workers are located and employers liability insurance with limits of not less than \$1,000,000.00;

(C) to the extent any transportation services are provided, \$1,000,000.00 combined single limit of automobile liability; and

(D) excess/umbrella insurance, in excess of the coverage in (A) above, with a limit of not less than \$3,000,000.00. Grantee will name Komen and Komen National as Additional Insureds on its commercial general liability policy solely with respect to the Project and any additional policies and riders entered into by Grantee in connection with the Project. Upon execution of this Agreement, Grantee will provide Komen with a certificate of insurance evidencing this coverage by uploading such certificate in GeMS. All insurance required of Grantee will be primary and non-contributory to any insurance Komen may carry.

10. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute will be submitted to mediation in **Newton, MA**. Costs of mediation will be borne equally by the parties. Mediation of the dispute must be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that either party believes that immediate injunctive relief is required to protect its intellectual property or there is a violation of law, such party may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

11. **Non-endorsement.** It is expressly agreed and understood by the parties that the Grant does not constitute an endorsement by Komen of any entity, organization, company or individual, nor the products, actions, behavior, or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee or any Collaborating Organization to the contrary, in any context and in any forum, will constitute a material breach of this Agreement, and the same will be grounds for immediate termination of this Agreement by Komen. In the event of any such misrepresentation, Komen may require Grantee or any pertinent Collaborating Organization to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen will be entitled to whatever other remedies are available under applicable law.

12. **Relationship of Parties; No Guarantee of Additional Support.** The nature of this Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created, implied or deemed to be created pursuant to this Agreement. Grantee accepts the Grant Funds with the understanding that Komen is not obligated to provide Grantee or any Collaborating Organization any additional financial support, or other support, in connection with the Grant, the Agreement or the Project or for any other reason.

13. **Entire Agreement; Amendment; Severability; No Waiver.** This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. This Agreement may not be modified, altered, amended or revoked except in writing, duly executed by each of the parties. The provisions of this Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions. Failure of either party to enforce its rights under this Agreement will not constitute a waiver of such rights.

14. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of **Massachusetts**, without regard to any conflicts of law principles. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 10 will be filed and heard in state or federal courts of **Newton, MA**, and the parties consent to the exclusive jurisdiction of such courts.

15. **Assignment.** This Agreement is entered into by Komen in reliance upon the qualifications of Grantee. Grantee may not assign or transfer this Agreement, directly or indirectly, by operation of law, change of control or otherwise, without Komen's prior written consent. This Agreement may be assigned by Komen to Komen National or to any other affiliate of Komen National without approval of Grantee, provided that all obligations hereunder are assumed by the assignee.

16. **Notices.** Any notice will be in writing and personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Komen: **Komen New England, 2000 Commonwealth Avenue, Suite 205, Newton, MA 02466**

If to Grantee: At the address on Page 1 of this Agreement.

17. **Survival.** The provisions of the "Acknowledgments and Benefits" Section of the Agreement and Sections 3, 4, 6, 7, 8, 10, 13, 14, 16 and 17 will forever survive termination of this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.