



Where the end of breast cancer begins.™

COMMUNITY GRANTS REQUEST FOR APPLICATIONS

GRANTWRITING WORKSHOP: October 24, 2019

APPLICATION DEADLINE: December 3, 2019

PERFORMANCE PERIOD: April 1, 2020 – March 31, 2021

AWARD NOTIFICATION: March 2020

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

OUR BOLD GOAL: REDUCE THE CURRENT NUMBER OF BREAST CANCER DEATHS BY 50% IN THE U.S. BY 2026.

Susan G. Komen® New England
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ABOUT SUSAN G KOMEN® AND KOMEN NEW ENGLAND

Susan G. Komen is the world's largest breast cancer organization, funding more breast cancer research than any other nonprofit outside of the U.S. government 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 \$988 million in research and provided more than \$2.2 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 has invested more than \$31 million in community breast health programs in New England and has helped contribute to the more than \$988 million invested globally in research.

ELIGIBILITY REQUIREMENTS

- 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.
- Proposed projects must be specific to breast health and/or breast cancer and address the priorities identified within 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 projects must be 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 other 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 such 12-month period, applicant must demonstrate in its application that appropriate remedial measures have been taken to ensure that any criminal misconduct will not recur.

ELIGIBLE SERVICE AREA

Applicants must provide services to **residents** of one or more of the following locations:

- Connecticut: Hartford, Fairfield, Litchfield, New Haven, and New London counties
- Massachusetts: Greater Boston, Worcester and Springfield
- Maine
- New Hampshire
- Rhode Island
- Vermont

FUNDING PRIORITIES

Komen New England supports breast cancer projects that address the funding priorities below, which were selected based on data from our current Community Profile Report, found on our website at www.komennewengland.org.

The funding priority areas are listed below in no particular order.

- **Patient Navigation**

Projects that provide evidence-based patient navigation for low income, uninsured and underinsured individuals that reside in Hartford, Fairfield, Litchfield, New Haven or New London counties in Connecticut, Greater Boston, Worcester, or Springfield, Massachusetts, Maine, New Hampshire, Rhode Island or Vermont. Patient navigation must follow the individual from abnormal screening to diagnostic resolution and through treatment, if necessary.

Patient navigation is a process by which a trained individual- patient navigator- guides patients through and around barriers in the complex breast cancer care system. The primary focus of a patient navigator is on the individual patient, with responsibilities centered on coordinating and improving access to timely diagnostic and treatment services tailored to individual needs. Patient navigators offer interventions that may vary from patient to patient along the continuum of care and include a combination of informational, emotional, and practical support (i.e., breast cancer education, counseling, care coordination, health system navigation, and access to transportation, language services and financial resources).

- **Reducing Barriers to Care**

Evidence-based projects that reduce barriers to quality breast cancer care experienced by uninsured and underinsured individuals residing in Hartford, Fairfield, Litchfield, New Haven or New London counties in Connecticut, Greater Boston, Worcester, or Springfield, Massachusetts, Maine, New Hampshire, Rhode Island or Vermont. Underinsured is defined as having some insurance coverage but not enough, or when one is insured yet unable to afford the out-of-pocket responsibilities not covered by his or her insurer.

Komen seeks to fund projects that provide no cost or low-cost screening/diagnostic/treatment services, mobile mammography, diagnostic/treatment co-pay and deductible assistance, transportation, interpreter services, childcare/eldercare, financial assistance for daily living expenses or medical treatment assistance for those receiving breast cancer treatment.

- **Breast Cancer Education**

Projects that provide evidence-based and culturally relevant breast cancer education in one-on-one and group settings. Projects must be designed to result in documented age-appropriate, breast cancer action (e.g., getting a screening mammogram, obtaining recommended follow-up after an abnormal mammogram). Based on findings from the Community Profile, these projects should target uninsured and underinsured individuals that reside in Hartford, Fairfield, Litchfield, New Haven or New London counties in

Connecticut, Greater Boston, Worcester, or Springfield, Massachusetts, Maine, New Hampshire, Rhode Island or Vermont.

Breast cancer education projects should include Komen's breast self-awareness messages, if appropriate, based on the need, audience and purpose of the educational project. Projects must provide evidence of linkage to local breast cancer services and include follow up with participants.

ALLOWABLE COSTS

Applicants in Connecticut and Massachusetts may request funding up to \$45,000. Applicants in Vermont and New Hampshire may request funding up to \$ 20,000. Applicants in Rhode Island and Maine may request funding up to \$15,000 for one year. All requested costs must be directly attributable to the project, provide an estimated cost calculation and include a brief justification explaining why the costs are necessary to achieve project objectives:

- **Salaries and Fringe Benefits**
Project staff responsible for achieving project objectives with salary and fringe benefits adjusted to reflect the percentage of effort on the project.
- **Consultants/ Sub-contracts**
Consultants are persons or organizations that offer specific expertise for achieving project objectives not provided by project staff and are usually paid by the hour or day. Subcontractors have substantive involvement with a specific portion of the project for achieving project objectives, often providing services not provided by the applicant.
- **Supplies**
Resources needed to achieve project objectives.
- **Patient Care**
Costs for providing direct services for a patient to achieve project objectives.
- **Other Direct Costs**
Direct costs directly attributable to the project that cannot be included in existing budget sections.
- **Indirect Costs, not to exceed 15 percent of direct costs**
These include costs for supporting the project such as, allocated costs such for facilities, technology support, communication expenses and administrative support.

NON-ALLOWABLE COSTS

- Research, defined as any project activity 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 or tools
- Education regarding breast self-exams/use of breast models. According to studies, teaching breast self-exam (BSE) has not been shown to be effective at reducing mortality from breast cancer
- Development of educational materials or resources that either duplicate existing Komen materials or for which there is not a demonstrated need. Applicants can view, download and print all of Komen's educational materials by visiting <http://ww5.komen.org/BreastCancer/KomenEducationalMaterials.html>. If an applicant intends to use supplemental materials, they should be consistent with Komen messages.
- Education via mass media (e.g., television, radio, newspapers, billboards), health fairs and material distribution. Evidence-based methods such as one on one and group sessions should be used to educate the community and providers.
- Construction or renovation of facilities/ land acquisition
- Political campaigns or lobbying
- General operating funds (in excess of allowable indirect costs)
- Debt reduction
- Fundraising (e.g., endowments, annual campaigns, capital campaigns, employee matching gifts, events)
- Event sponsorships
- Projects completed before the date of grant approval
- Project-related investments/loans
- Scholarships
- Thermography
- Equipment over \$5,000 total
- Projects or portions of projects not specifically addressing breast cancer
- Travel

BREAST CANCER EDUCATION

To reduce confusion and reinforce learning, Komen will only fund projects that use approved educational messages and materials that are consistent with Komen messages. Please be sure that your organization can agree to promote the messages listed here:

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

If an applicant wants to develop educational resources, they must discuss with Komen prior to application submission and provide evidence of need for the resource.

Komen has developed breast cancer education toolkits for Black and African-American communities and Hispanic/Latino communities. They are designed for health educators and organizations to meet the needs of their communities. The Hispanic/Latino toolkit is available in both English and Spanish. To access these toolkits, please visit <http://komentoolkits.org/>.

PROJECT OBJECTIVES

All applicants are required to develop project objective(s) to:

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

All projects must have at least one **Specific Measurable Attainable Realistic Time-bound** (SMART) objective that will be accomplished with Komen funding and can be evaluated including an estimated timeline and the anticipated number of individuals to be served. Guidance on crafting SMART objectives is located here: <https://ww5.komen.org/WritingSMARTObjectives.html>.

PROJECT NARRATIVE

Statement of Need

- Describe the need for the project and explain the target population (including age, race, ethnicity, geographic location) to be served using demographic and breast cancer mortality statistics.
- Explain how project objectives will address the stated funding priorities.

Project Design

- Describe what will be accomplished with project funding and the strategy to reduce breast cancer mortality and increase the percentage of people who enter, stay in or progress through the continuum of care.
- Explain how the project incorporates evidence-based practices providing citations for all references.
- Explain how the requested budget and budget justification support the project objectives.
- Explain how project staff are best suited to accomplish project objectives.

Partners and Sustaining the Project

- Explain how collaboration strengthens the project.
- Describe past accomplishments with breast cancer projects that address our funding priorities. If the proposed project is new, describe success with other breast cancer projects.
- Describe the resources to be used to implement the project.

Impact and Evaluation

- Describe how the project objectives will reduce breast cancer mortality by addressing disparities, increasing access to quality and timely care, and/or improving outcomes through patient navigation.
- Describe how specific project outcomes will be evaluated.
- Describe the resources and expertise that will be used for monitoring and evaluation during the performance period.

REVIEW PROCESS

Each grant application will be reviewed by at least three reviewers from the community, who will consider each of the following criteria:

Statement of Need 25%:

- How well has the applicant identified the need for the project and explained the target population to be served?
- To what extent do project objectives address the stated funding priorities?

Project Design 25%:

- How successful was the applicant at describing the strategy to reduce breast cancer mortality?
- How well has the applicant described what will be accomplished with project funding?
- To what extent does the project include evidence-based practices?
- How well does the budget and budget justification support project objectives?
- To what extent does project staff have the expertise to effectively implement and provide fiscal oversight of the project?

Partners and Sustaining the Project 25%:

- How well does the applicant explain the roles, responsibilities and qualifications of project partners?
- How well has the applicant demonstrated evidence of success in delivering services consistent with the stated funding priorities?
- How well has the applicant described the resources to implement the project?
- Does the applicant have the capacity to manage the project?

Impact and Evaluation 25%:

- To what extent do project objectives reduce breast cancer mortality by addressing disparities, increasing access to quality and timely care, and/or improving outcomes through patient navigation?
- To what extent does the evaluation plan aim to collect the relevant required metrics?
- To what extent are the applicant's monitoring and evaluation resources likely to adequately evaluate project success?

REQUIRED REPORTING METRICS

If awarded project funding, grantees will be required to report on the Demographics in addition to the metrics related to approved objectives listed below. For example, if the project has screening and diagnostic services objectives, the grantee will report on the Demographics, Screening Services and Diagnostic Services metrics.

Demographics

State of residence; County of residence; Age; Gender; Race; Ethnicity; Special Populations.

Education & Training

Type of session; Number of individuals reached by topic area; Follow-up completed; Action taken; If health care provider training, total number of providers trained in each session and number by provider type.

Screening Services

First time to facility; Number of years since last screening; Screening facility accreditation; Count of screening services provided; Screening result; Referred to diagnostics; Staging of breast cancer diagnosed resulting from screening services.

Diagnostic Services

Time from screening to diagnosis; Diagnostic facility accreditation; Count of diagnostic services provided; Staging of breast cancer diagnosed resulting from diagnostic services; Referred to treatment.

Treatment Services

Time from diagnosis to beginning treatment; Treatment facility accreditation; Count of treatment services provided; Count of patients enrolled in a clinical trial.

Treatment Support

Count of treatment support services provided: system management, individual or group psychosocial support, complementary and integrative therapies, palliative care, durable medical equipment.

Barrier Reduction

Count of barrier reduction assistance services provided: transportation, interpretation/translation services, co-pay/deductible assistance, daily living expenses, childcare.

Patient Navigation, Care Coordination & Case Management

Time from referral to screening; Accreditation of screening facility navigated to; Time from abnormal screening to diagnostic resolution; Accreditation of diagnostic facility navigated to; Staging of breast cancer diagnosed resulting from community or patient navigation; Time from diagnostic resolution to beginning treatment; Accreditation of treatment facility navigated to; Patient enrolled in a clinical trial; Individual completed physician recommended treatment; Survivorship care plan provided.

SUBMISSION REQUIREMENTS

All applications must be submitted online through the Komen Grants Portal at komen.smartsimple.com before the application deadline to be considered.

Extensions to the submission deadline will not be granted, with the rare exception made for severe extenuating circumstances at the sole discretion of Komen.

The 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.

CHECKLIST FOR APPLICATION COMPLETION

- **Eligibility Requirements** – Applicant meets all eligibility requirements as stated in the Komen Grants Portal and in this Request for Applications.
- **Allowable Costs** – All proposed costs are directly attributable to the project, provide an estimated cost calculation and include a brief justification explaining why the costs are necessary to achieve project objectives.
- **Non-Allowable Costs** – non-allowable costs are not included in the application.
- **Breast Cancer Education** – Applicant can agree to promote Komen’s education messages listed here: <http://ww5.komen.org/BreastCancer/BreastSelfAwareness.html>
- **Project Narrative** – Applicant has addressed each question in the Statement of Need, Project Design, Partners and Sustaining the Project, and Impact and Evaluation sections.
- **Project Objectives** – Proposed objectives are SMART, will be accomplished with Komen funding, and aim to reduce breast cancer mortality by addressing disparities, increasing access to quality and timely care, and/or improving outcomes through patient navigation.
- **Proof of Tax-Exempt Status** – To document the applicant’s **federal tax-exempt status**, provide a letter of determination from the Internal Revenue Service. Evidence of state or local exemption will not be accepted. Please do not provide a Federal tax return.
- **Resume/Job Description** – For key personnel that are currently employed by the applicant organization, 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*).
- **Letters of Support / Memoranda of Understanding** – From project partners identified in the Project Narrative / Partners and Sustaining the Project section.
- **Assurances** – Applicant assures compliance with the following policies if awarded project funding:
 - Recipients of services must reside in the Affiliate Service Area.
 - 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 project. No expenses may be accrued against the project until the grant 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.
 - Grant payments will be made in installments pending acceptance of and compliance with terms and conditions of a fully executed grant agreement.
 - Grantee will be required to submit a minimum of one semi-annual progress report and one final report that will include, among other things, an accounting of

expenditures and a description of project achievements. Additional reports may be requested.

- At the discretion of Komen, the grantee may request one no-cost extension of no more than six months per project. Requests must be made by grantee no later than 30 days prior to the end date of the project.
- 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, property damage and advertising injury;
 - 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 \$5,000,000.
 - To the extent any transportation services are provided, \$1,000,000 combined single limit of automobile liability coverage will be required.
 - To the extent medical services are provided, medical malpractice coverage with combined limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate will be required.
 - Grantees are also required to provide Komen 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.

APPENDIX A: SAMPLE GRANT AGREEMENT

**Connecticut Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. DBA Susan
G. Komen New England
GRANT AGREEMENT
COMMUNITY GRANTS PROGRAM 2020-2021**

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 Portal (the "Grant Portal") 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: Grant Funds will be payable in (2) equal installments of [DOLLAR AMOUNT] each. The first payment will be made to Grantee within thirty (30) days after Grantee executes this Agreement in the Grant Portal, and the second payment will be made to Grantee within thirty (30) days after Komen's receipt and approval of timely reports as required below.

Komen may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, Komen may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by Komen in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to Komen all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of (15%). See additional restrictions on use of Grant Funds in Section 1 of the attached Terms and Conditions.

REPORTING REQUIREMENTS (Written reports to be completed in the Grant Portal)
Progress Report(s), to include progress and financial reporting, due (Select one reporting cycle)

- 90 Day Report due July 15, 2020
- Progress Report due November 13, 2020
- Final Report due May 14, 2021

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”);
- In all training sessions, workshops and presentations conducted in connection with the Project;
- 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 will 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;
- Unlimited access to any raw digital data, excluding individually identifiable health information protected by applicable privacy laws, collected during the Project (“Data”);
- A summary report of any evaluations received in connection with the Project;
- Any and all surveys or other items submitted by Komen to Grantee for completion regarding this Project;
- The opportunity for a Komen representative to make site visits

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, or any part thereof and Data (if any provided) for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify Komen through the Grant Portal at least thirty (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 fourteen (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) percent (5%); (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); 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; (y) any actual inability to fulfill the objectives in the Application; or (z) the occurrence of any event listed in Section 7(B) of the attached Terms and Conditions.

SPECIAL TERMS/OTHER: Grantee will make a good faith effort to attend a Komen New England special event, including by not limited to the More than Pink Walk, providing information to the public concerning the nature and use of the Komen Grant Funds.

THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BOTH PARTIES WITHIN FORTY-FIVE (45) DAYS AFTER THE AGREEMENT BECOMES AVAILABLE FOR EXECUTION THROUGH THE GRANT PORTAL. 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.

1. **Restrictions on Use of Grant Funds.** (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in the Grant Portal. (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 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).
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) Notwithstanding the provisions of Section 7(A), Komen may terminate this Agreement immediately due to the occurrence of any one or more of the following events: (i) Grantee implements Project changes without Komen’s prior approval, as required under the “Notifications” Section of the Agreement; (ii) Grantee does not maintain its status as a governmental organization described in Section 170(c)(1) or a nonprofit organization described in Section 501(c)(3) non-profit, tax-exempt status with the Internal Revenue Service; (iii) the Project is not conducted in conformance with applicable laws or, if applicable, any approvals, licenses or certifications required to conduct the Project are not obtained or are suspended or revoked; (iv) Grantee commits a willful breach of this Agreement or Grantee or any Collaborating Organization commits an act of gross negligence or willful misconduct in connection with the Project; (v) Komen has a reasonable good faith basis to believe that Grantee or any of its or its Collaborating Organization’s key employees, directors, officers or agents has committed fraud or any other financial or administrative impropriety; or (vi) Grantee or any Collaborating Organization is debarred from the receipt of federal or state funding.
 - (C) In the event of an early termination due to breach by Grantee under Section 7(A) or an occurrence under Section 7(B), Komen will have no further obligation to provide funding hereunder, and Grantee immediately will (i) provide Komen with the Final Report due hereunder, which will include all required information available as of the termination date; (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 or any of the above occurrences, and (iii) immediately refund all unspent Grant Funds (including any accrued interest) as of the termination date.
 - (D) Notwithstanding the provisions of Sections 7(A), 7(B) and 7(C), Komen may terminate the Agreement immediately and receive full reimbursement of the latest disbursement of Grant Funds plus any additional unspent Grant Funds (including any accrued interest) in the event Komen does not receive a Reporting Requirement when due and/or such Reporting Requirement does not contain all the required information and/or sufficient progress has not been made with respect to the Project as determined by Komen in its sole discretion.
 - (E) 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 medical services are provided, medical malpractice coverage with combined limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate;

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

(E) excess/umbrella insurance, in excess of the coverage in (A) above, with a limit of not less than \$5,000,000.00. 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 the Grant Portal. All insurance required of Grantee will be primary and non-contributory to any insurance Komen may carry.

(F) Notwithstanding the foregoing, should the Grantee maintain a program of self-insurance the Grantee agrees to provide Komen evidence of such general liability coverage.

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, Massachusetts**. 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, Massachusetts**, 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: **2000 Commonwealth Avenue, Suite 205, Newton, MA 02466**

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

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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.

APPENDIX B: SAMPLE CERTIFICATE OF INSURANCE

313417



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (800)-332-9256 Wells Fargo Insurance Services USA, Inc. 90 S. Cascade Ave, 2nd Floor Colorado Springs, CO 80903	CONTACT NAME: Julie Gutierrez PHONE (A/C No, Ext): 303-863-6572 E-MAIL ADDRESS: julie.gutierrez@wellsfargo.com	FAX (A/C No): 877-495-9032
	INSURER(S) AFFORDING COVERAGE	
INSURED Grantee Name Grantee Address	INSURER A : Travelers Casualty Ins Co of America	NAIC # 19046
	INSURER B : Chubb Group of Ins Co	
	INSURER C : Fireman's Fund Insurance Company	21873
	INSURER D : Hartford Fire Insurance Company	19682
	INSURER E : Philadelphia Insurance Company	23850
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 8871555 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	XYZ001234	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	ABC003456	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	LMN006789	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	QRS005678	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability	X	TUV000100	7/1/2014	7/1/2015	\$1,000,000 each claim \$3,000,000 Aggregate Deductible: (should be filled in)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Nature of the grant provided
 The Susan G. Komen Breast Cancer Foundation, Inc. and (insert affiliate name here) it's officers and employees are included as Additional Insureds' on the General Liability, Auto Liability (if applicable), Medical Malpractice, (if applicable) and Umbella Liability policies.

CERTIFICATE HOLDER The Susan G. Komen Breast Cancer Foundation, Inc. Affiliate Name Affiliate Address Affiliate City, State, Zip	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)
 (This certificate replaces certificate# 8861539 issued on 3/18/2015)