

MARCH OF DIMES BIRTH DEFECTS FOUNDATION

POLICIES AND INSTRUCTIONS FOR PUBLIC POLICY  
RESEARCH PROJECT FUNDING



March  
*of* Dimes  
*Saving babies, together*

March of Dimes Birth Defects Foundation  
*Office of Government Affairs*  
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Washington, DC 20036  
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6/9/99

## I - DEFINITIONS

Set forth below are definitions of terms used within this document.

*Foundation* shall be construed to mean the “March of Dimes Birth Defects Foundation.”

*Project* shall be construed to mean a project(s) related to public policy issues affecting health care for pregnant women, infants and children, or various policy issues involving not-for-profit organizations.

*Project Term* shall be construed to mean the funding period for the Project.

*Proposal* shall be construed to mean that set of documents and materials that are submitted to the Foundation in application for the funding of a specified research project.

*Researcher* shall be construed to mean that individual or organization/entity seeking and/or in receipt of the Foundation’s financial support of a public policy research project.

*RFP* shall be construed to mean the *General Request for Public Policy Research Proposals*, inclusive of the listing of *Policies and Instructions for Public Policy Research Project Funding*.

*Year 2000 Compliant* in addition to its ordinary meaning and common usage, shall be construed to be inclusive of, without limitation, the capacity and capability of any and all Materials, as the case may be, to (1) provide functionality responsive to the accurate processing of date/time data from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; and/or (2) support or facilitate said functionality in conjunction with the Foundation systems and/or requirements; and/or (3) perform fully, independently and standing alone, in a manner consistent with its intended purpose(s) absent defect, debilitation or delay on account of any Year 2000 defects.

## II - GENERAL INFORMATION

### A. ELIGIBILITY FOR FUNDING

Funding is awarded to qualified Researchers consistent with the RFP to support research on public policy issues of interest to the Foundation

### B. BASIC CONSIDERATIONS IN PROJECT FUNDING

In considering Proposals, the Foundation takes into account:

1. Purpose of the Project and plan of study submitted.
2. Qualifications, experience and abilities of the applicants.
3. Facilities and equipment available.

### C. PROHIBITION OF DISCRIMINATION

The Researcher shall not exclude any person from employment, participation in, or from any benefits in connection with any Project receiving funding from the Foundation, because of race, ethnic origin, religion, sex, handicapping condition or disability or sexual orientation.

### D. AMENDMENT OF POLICIES

The Foundation reserves the right to modify or amend its policies governing project funding. The Researcher agrees to abide by any changes or to terminate its funding award at the time when such changes become effective. Failure to abide by the Foundation's policies governing project funding or amendments shall be considered sufficient grounds for the Foundation's cancellation of authorization of Project funding or a refusal to consider any pending application by the Researcher.

### III - PROPOSAL PROCESS

#### A. PROPOSALS FOR FOUNDATION FUNDS

Researchers may submit proposals for Foundation funds in a manner consistent with the instructions provided under the attached RFP.

#### B. TERM OF FUNDING

##### New Request

A proposal submitted for the funding of a Project for a term (the "Project Term") which exceeds a one-year period should contain a detailed budget for the second year. Estimated totals of budgets for the subsequent year should be provided under the proposal. Although the Project Term may be approved for a period greater than two years, funding is authorized for only one year at a time.

##### Continuation

The Foundation, in its sole discretion, may authorize funds to support the Project for the second or third year upon receipt of a summary of the Project work accomplished and a completed letter of application requesting continued funding accompanied by a detailed budget for the period for which additional Foundation funds are requested. The Foundation's authorization of funding on a non-competitive basis for any Project which may extend beyond the initial period for which Foundation funds are authorized is discretionary; the Foundation may, in its sole discretion, condition the authorization of funding for an extended period upon various factors, including without limitation, Project progress and the availability of funds.

### C. BUDGET ITEMS

In addition to any items identified under the RFP for which Project Funds may not be used, Project Funds shall not be expended for the following items:

1. Construction, alteration, maintenance or rental of buildings or building space.
2. Computer equipment, office equipment and furniture.
3. Dues for membership in professional associations and/or societies.
4. Tuition.
5. Publication costs.
6. Books and Journals.
7. Service contracts.
8. Travel expense, unless specifically authorized in writing. Travel expense must be related to the Project for it to be authorized as an allowable expense.

## IV - PROJECT ADMINISTRATION

### A. Conformity with Budget

The Researcher agrees to conduct the Project as mutually agreed upon. The Foundation reserves the right to a refund, on demand, of all Project Funds that have been expended in unauthorized ways. The Researcher is responsible for any unauthorized or excessive expenditures made.

B. FINANCIAL ACCOUNTING OF PROJECT FUNDS

The Researcher is required to submit to the Foundation a detailed accounting report of expenditures, on forms furnished by the Foundation, ninety (90) days after the termination date of the award of Project Funds. All unexpended Project Funds must be returned to the Foundation along with the final accounting report. Funds may not be carried forward to the continuation or renewal of the Project.

When the Foundation has authorized Project Funds to a particular Researcher for more than one project, excessive expenditures in any of that Researcher's Projects may not be offset by the unused funds of any of same Researcher's other Foundation supported Projects.

Payments to Researchers of ensuing Project Funds will be contingent on the Foundation's receipt of any outstanding final accounting reports, Project reports and refunds as applicable and/or requested.

The Researcher will maintain identifiable records and files in connection with the Project. The Foundation reserves the right to audit the Researcher's financial records and files pertaining to the Project.

C. PAYMENT

Disbursements of Project Funds to the Researcher will be made by the Foundation through installment payments on a quarterly basis beginning with the start up date of the Project, or as may be otherwise agreed upon in writing by and between the Foundation and the Researcher. The Foundation reserves the right to withhold a payment pending receipt of verification of Researcher's compliance with the conditions for Project funding, including without limitation the Foundation's acceptance of outstanding accounting reports and Project reports.

D. PROJECT REPORTS

Researcher will provide the Foundation with periodic progress reports in writing upon request, or as otherwise agreed upon in writing executed by and between the Foundation and Researcher.

If the Researcher chooses to apply for continuation of Project funding, the progress report(s) will become an essential part of that application process. When the authorized period for the Project terminates, a final report and/or such other deliverable(s) as may be agreed upon in writing by the Researcher and the Foundation, must be submitted by Researcher.

E. TRANSFER OF FUNDING

On written request by the Researcher, transfer or assignment of the Project to another will be considered by the Foundation. The written request should include the reason for the request, and all relevant information as to the request.

F. EXTENSION OF PROJECT TERM

An extension, without supplemental funds, of the termination date of the Project Term will be considered by the Foundation on written request by the Researcher. It must be requested at least three (3) months prior to the conclusion of the Project Term.

G. RESPONSIBILITIES OF RESEARCHER

If the Researcher is unable to complete the Project because of illness, or other major cause, this matter must be brought immediately to the attention of the Foundation's Office of Government Affairs.

#### H. NO JOINT VENTURE

Nothing under the RFP, or any other agreements executed by and between the Parties in connection with the Project shall be interpreted to place either party in a relationship of joint venturers or as agent for the other party; or in an employer, employee relationship.

#### I. INTELLECTUAL PROPERTY DEVELOPED UNDER THE PROJECT

The Researcher understands that any and all materials it develops under the Project are "works made for hire." prepared for the exclusive use of the March of Dimes Birth Defects Foundation, and that said works have not been and will not be published or otherwise transmitted or utilized in any format or medium whatsoever without the written permission of the Foundation. Researcher hereby assigns to the March of Dimes Birth Defects Foundation all right, title, and interest, including copyright(s) and trademark(s), in and to said materials. To the extent that any of the materials developed by Researcher under the Project, are not deemed "works made for hire," Researcher hereby irrevocably grants, assigns, transfers and sets over to the March of Dimes Birth Defects Foundation, all right, title and interest of any kind, nature or description in and to the materials developed therefrom. Researcher shall be entitled to make absolutely no use of any materials developed under the Project absent the prior written consent of the Foundation. Researcher agrees to execute any documents reasonably requested by Foundation in connection with the registration of Copyrights, or if applicable, Patents or Trademarks in the materials produced and developed hereunder.

#### J. PROJECT PUBLICITY

The Researcher will cooperate with the Foundation in announcement through the news media, as appropriate, of the award of Project Funds, subject to the Researcher's approval of the content of any news release prepared by the Foundation.

Researcher, including the principal researcher and personnel working on the Project, will cooperate fully with the Foundation in the written, photographic, filmed, broadcast or other forms of materials prepared to publicize work conducted under the Project.

Researcher will notify the Foundation thirty (30) days prior to any publicity or promotion relating to the Project. Notification should include a copy of the materials intended for release and detail fully the nature of the information to be divulged and the time, place and manner of its presentation.

Researcher will obtain the Foundation's prior written consent for any publicity, exhibits, publication or other promotion and/or dissemination of information in connection with the Project. Researcher may not use the Foundation's name, logo, or logotype absent the prior written consent of the Foundation.

K. PUBLICATIONS OF RESEARCHER

Each Researcher is obligated to furnish the Foundation with three (3) hardcopy sets of any research report, or any other deliverable to be furnished to the Foundation in connection with the Project, along with an electronic version compatible with Microsoft Word, or in another form specified by the Foundation. The publication of any research report(s) and/or other deliverable developed by Researcher from the Project supported in part or in full by Foundation funds shall carry a credit line reading, "Supported [in Part] by funds awarded by the March of Dimes Birth Defects Foundation."

L. EXHIBITS BY RESEARCHER

Any exhibit or materials prepared for any professional meeting or assembled by anyone associated with the work covered under the Project shall be presented or described to the Foundation prior to its use. Notification will be made in writing of the proposed exhibit or materials to be presented, and shall contain or display the following credit: "Supported [in Part] by funds from the March of Dimes Birth Defects Foundation." This credit does not imply the endorsement of the Foundation for any of the procedures or results of the Project.

M. YEAR 2000 COMPLIANCE

Researcher agrees to take all reasonable steps, as may be appropriate and applicable, to ensure that any and all services and/or deliverable it provides to the Foundation shall be “*Year 2000 compliant*” as defined hereunder. This provision will survive the Project Term.

N. MODIFICATION

The provisions of this RFP, inclusive of its *Instructions and Policies for Public Research Funds*, may be modified by terms and conditions especially negotiated by and between Researcher and the Foundation and memorialized in a writing executed by the parties.

O. COMPLIANCE

Researcher agrees to comply with all applicable federal, state and local laws and regulations.

P. HOLD HARMLESS

Researcher shall maintain full responsibility for its acts and omissions in connection with the Project, and will indemnify and hold harmless the Foundation from any claims, actions, loss, damage or expense (including reasonable attorneys’ fees and court costs) that may arise on account of same. This provision will survive the Project Term.

Q. TERMINATION OF PROJECT FUNDING

The Foundation reserves the following rights of termination:

1. The Foundation may terminate funding for the Project with thirty (30) days notice to the Researcher in the event the Foundation determines such termination to be in the Foundation's best interests.
2. The Foundation may cancel its award of funds to a Project for cause at any time and require the immediate return of any Project funds Researcher may be in receipt of.
3. In the event funds for the Project become unavailable to the Foundation, the Foundation may in its sole discretion, cease any and all funding of the Project with fifteen (15) days notice to the Researcher, and without further liability to the Researcher.

R. SURVIVAL OF PROVISIONS

Paragraphs I, J, K, L, P and Q of this document shall survive the term of the Project.

S. HEADINGS

The captions utilized herein are for convenience only and shall be construed to neither limit nor define the paragraphs set forth under this document.