



Finding a cure now...  
so our daughters won't have to.

*Pat Halpin-Murphy, President & Founder, PA Breast Cancer Coalition*

## **Request for Application (RFA)**

PA Breast Cancer Coalition  
Breast and Cervical Cancer Research Initiative  
RFA: 2021

Date of Issuance: May 15, 2020  
Letter of Intent due\*: June 26, 2020  
Application due\*: July 30, 2020  
Grant period: January 1, 2021 – December 31, 2021

All Applicants will be notified of grant decision by: December 1, 2020

***\*Whether submitted by mail or delivered in person, materials must be received at the Pennsylvania Breast Cancer Coalition Issuing Office address by 4:00 pm EST.***

**Issuing Office:**

Pennsylvania Breast Cancer Coalition  
2397 Quentin Road, Suite B  
Lebanon, PA 17042  
717-769-2300

**RFA Project Officer:**

Diane Funston  
Program Coordinator  
PA Breast Cancer Coalition  
2397 Quentin Rd., Suite B  
Lebanon, PA 17042  
717-769-2306  
[diane@pabreastcancer.org](mailto:diane@pabreastcancer.org)

**RFA Administrator/Grants Officer:**

Tricia Grove  
Director of Finance and Administration  
PA Breast Cancer Coalition  
2397 Quentin Rd., Suite B  
Lebanon, PA 17042  
717-769-2304  
[tricia@pabreastcancer.org](mailto:tricia@pabreastcancer.org)

# Breast and Cervical Cancer Research Initiative

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#### **Part One – General Information**

##### **A. Information for Applicants**

Through this RFA process, the Pennsylvania Breast Cancer Coalition (PBCC) is soliciting research applications on breast or cervical cancer from Pennsylvania institutions and organizations. The PBCC is interested in funding research applications addressing a problem area in either breast or cervical cancer, but is not limiting the type of research. The overall goal of this funding is to promote research directed toward reducing the incidence of and mortality associated with breast or cervical cancer. The grant agreement term is January 1, 2021 through December 31, 2021.

**Only applications previously submitted to the National Cancer Institute (NCI), Department of Defense (DOD), the National Institutes of Health (NIH), Susan G. Komen for the Cure (Komen), the National Office of the American Cancer Society (ACS), the Breast Cancer Research Foundation (BCRF) or the Mary Kay Foundation (Mary Kay) shall be considered for this funding.** Applications must be reviewed by one or more of the organizations listed above within three years prior to the application deadline. Review

date shall be defined as the date of correspondence sent to researcher from the organization stating funding status. Additionally, only those research applications that have been peer-reviewed and received a summary statement, reviewer comments, peer-review panel report or other scientific critique document, but were not funded shall be considered. Applicants who submitted an application for a Concept Award to the Department of Defense and did not receive funding must include the cover letter from the organization identifying the funding status of their application. Funds may only be used for one year. Continuation of applications previously funded by the PBCC shall not be considered. If an awardee receives additional funding from the NCI, DOD, Komen, NIH, ACS, BCRF or Mary Kay for the same research, the PBCC's funding shall be withdrawn.

Applicants that have previously submitted to the NCI, DOD, NIH, Komen, ACS, BCRF or Mary Kay for grants larger than the PBCC grant maximum of \$50,000 are not expected to complete the entirety of their scope of work with the PBCC funding. Applicants should select a portion of their original project that is feasible to complete with a maximum budget of \$50,000.

Applications are welcomed from Pennsylvania-based for-profit and non-profit institutions and organizations in either the public or private sector, such as universities, colleges, hospitals, and laboratories whose application and background show them to be qualified, responsible, and capable of conducting the activities described. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section C, Application Procedures, beginning on page 6 below.

This RFA provides interested institutions, organizations, and persons with information to prepare and submit applications to the PBCC. Questions about this RFA can be directed to Diane Funston, RFA Project Officer, PA Breast Cancer Coalition at [Diane@PABreastCancer.org](mailto:Diane@PABreastCancer.org).

## **B. Letter of Intent**

The applicant must submit a Letter of Intent, using the form below (page 4 of this application) stating that they intend to apply for the grant. Letters of Intent must be received in the PBCC office by 4:00 pm EST on June 26, 2020.

Any agreement resulting from this RFA will include certain standard general terms and conditions. **PLEASE READ THE STANDARD GENERAL TERMS AND CONDITIONS THAT ARE ATTACHED TO THIS APPLICATION PRIOR TO APPLYING. These terms are non-negotiable. If your facility cannot comply with all of these terms DO NOT APPLY.**

Please fill out the following form and return it by email to [Diane@PABreastCancer.org](mailto:Diane@PABreastCancer.org); fax to 717-769-2131; or mail to Diane Funston, PA Breast Cancer Coalition, Breast and Cervical Cancer Research Initiative Applications, 2397 Quentin Rd., Suite B, Lebanon, PA 17042.

## Letter of Intent

Pennsylvania Breast and Cervical Cancer Research Initiative: RFA 2021

Due Date: June 26, 2020\*

**Topic Area** (please select):  Breast Cancer or  Cervical Cancer

**Title of Project:** \_\_\_\_\_

**Principal Investigator:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address** (The address where you would like notification about this application to be sent):

\_\_\_\_\_  
\_\_\_\_\_

**Collaborator 1** (if applicable) \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Collaborator 2** (if applicable) \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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**PI Organization or Institution Name:** \_\_\_\_\_

**Type of Legal Entity:** \_\_\_\_\_

**If tax-exempt please indicate IRC Section (i.e., 501(c) (3):** \_\_\_\_\_

**Federal I.D. #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

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**Grant Office Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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Any agreement resulting from this RFA will include certain standard general terms and conditions. **PLEASE READ THE STANDARD GENERAL TERMS AND CONDITIONS THAT ARE ATTACHED TO THIS APPLICATION PRIOR TO APPLYING.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Researcher

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Title

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Representative from the Facility's Grant Department

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Title

## C. Application Procedures

### 1. General

- a) Letters of Intent due June 26, 2020\*.
- b) Full applications due July 30, 2020\*.

***\*Whether submitted by mail or delivered in person, materials must be received at the PBCC issuing office by 4:00 pm EST.***

- c) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted on the PBCC website, [www.PABreastCancer.org](http://www.PABreastCancer.org).
- d) The decision of the PBCC with regard to selection of applicants is final. The PBCC reserves the right to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- e) Contractors whose applications are selected are not permitted to issue news releases pertaining to this project prior to official written notification of the award by the PBCC. Any subsequent publication or media release issued by the Contractor throughout the life of the grant using funding from this grant must acknowledge the PBCC as the granting agency.
- f) Applicants may submit more than one research application; however, only one award per principal investigator shall be made during any funding cycle.
- g) **Applications are initiated by individuals, but must be formally submitted by their institutions.** Awards shall be made to institutions and organizations, not individuals.
- h) **Any agreement resulting from this RFA will include certain Terms and Conditions. These STANDARD GENERAL TERMS AND CONDITIONS terms are included at the end of this application. Applicants must be able to execute an agreement complying with these terms. Prospective applicants are advised to have their facility's grant or contracts office review the documents carefully. If your facility cannot comply with all of these terms DO NOT APPLY.**

### 2. Review of Applications

#### Process and Evaluation of Applications:

- a) All applications meeting stated requirements in this RFA and received by the designated date and time will be reviewed.
- b) The PBCC will institute a two-tiered review system. The first tier will be the scientific peer-review already conducted by one or more of the following: the National Cancer Institute (NCI), Department of Defense (DOD), the National Institutes of Health (NIH), Susan G. Komen for the Cure (Komen), the National Office of the American Cancer Society (ACS), the Breast Cancer Research Foundation (BCRF) or the Mary Kay Foundation (Mary Kay). The second tier will be a review by the PA Breast and Cervical Cancer Research Initiative Review Committee (Review Committee), consisting of qualified personnel selected by the PBCC.
- c) The Review Committee will recommend applications for funding that most closely meet the evaluation criteria developed by the PBCC.

- d) If the Review Committee needs additional clarification of an application, PBCC staff may schedule an oral presentation and/or request written clarification and assign a due date for the submission of such written clarification.
- e) Evaluation criteria used by the Review Committee include:

**Scientific Relevance, Impact, and Innovation:** The application must address a critical problem or innovative issue in breast or cervical cancer research. The study should, if successful, advance knowledge toward the goal of reducing breast or cervical cancer incidence and mortality. The proposed research should add to current knowledge in breast or cervical cancer. The application should address the likelihood that funding from the PA Breast and Cervical Cancer Research Initiative would lead to subsequent success in achieving funding from a national organization.

**Principal Investigator (PI):** The application must address the representation from all the areas of expertise needed to conduct the study successfully. The application shall show that the PI and other researchers (if any) are appropriately trained and well suited to carry out this work.

**Feasibility and Timelines:** The applicant must articulate a clear plan for what shall be accomplished, including a step-by-step plan with timelines for accomplishing the specific tasks. The application should indicate that the objectives shall be met within the time frame.

**Budget:** The budget must be reasonable for the work proposed.

### 3. Awards

Grants will be administered through the PBCC. The maximum grant award per research application is \$50,000. **Indirect costs (overhead, general, administrative, and other) may not be billed.**

All applicants will receive official written notification of the status of their application from the PBCC. All applicants may request a final report showing the strengths and weaknesses of their application. This request must be in writing and must be received by the PBCC within 30 calendar days of the date of the PBCC's written notification of the status of the application. Comparison of applications will not be provided.

### 4. Deliverables

- a) The Contractor may be required to present an oral report to the PBCC or the PA Breast and Cervical Cancer Research Initiative Review Committee at any time between the end of the grant period and six months following.
- b) The Contractor is encouraged to publish their results in scientific literature. The Contractor will submit a copy of any manuscript or publications resulting from their research to the PBCC. The Contractor will include the following statement on printed materials resulting from funded research: "This project is funded, in part, by the Pennsylvania Breast Cancer Coalition. The PBCC takes no part in and is in no way responsible for any analyses, interpretations or conclusions."

### 5. Reporting Requirements

- a) The Contractor must request and receive written approval from the PBCC prior to making any changes in key project personnel.

- b) Any changes to the scope or methodology of the research during the term of the grant agreement must be requested in writing and approved in writing by the PBCC prior to implementation.
- c) The Contractor will submit a final written report within 30 days after the close of the grant. The final report will summarize the results of the research and consist of three parts:

**Part #1:** Narrative, not to exceed two pages, summarizing the results of the research, specifying plans for submission of manuscripts, specifying plans for presentations at scientific meetings, and providing answers to the following questions:

- 1) Was the study successful?
- 2) What are the next steps?
- 3) Where does the researcher stand with previous grant applications or any other application(s) that would be relevant?

**Part #2:** Publication Summary and Copies. Submit a copy of any manuscript or publications resulting from the research grant.

**Part #3:** Describe how this grant impacted your work.

## 6. Additional Grant Requirements

- a) The Contractor will not make any announcement(s) in regards to PBCC research grant funding prior to the official grant announcement from the PBCC.
- b) The Contractor will agree to hold a publicity event at their facility between February 1, 2021 and April 15, 2021 with the support of the PBCC to publicize the grant and publically recognize the researcher. PBCC staff will work with key facility staff to organize the event.

## D. Application Instructions and Required Format

### 1. Application Instructions

- a) The applicant must complete and submit the attached Letter of Intent form stating that they intend to apply for the grant. Letters of Intent must be received at the PBCC issuing office by 4:00 pm EST on June 26, 2020.
- b) The applicant must submit one (1) original and six (6) complete copies of the application along with an electronic CD or flash drive of the application and the supporting files. Files/CDs/Flash Drives will not be returned.
- c) The application must be received by mail or in person at the PBCC issuing office by 4:00 pm EST on July 30, 2020. Applicants mailing applications should allow sufficient mail delivery time to ensure timely receipt. (Late applications will be rejected, regardless of the reason).
- d) The application should be mailed to:
  - PA Breast Cancer Coalition
  - Breast and Cervical Cancer Research Initiative Applications
  - 2397 Quentin Road, Suite B
  - Lebanon, PA 17042
- e) The application must be submitted using the format described in Subsection 2, below – Application Format.
- f) The Certifications Form must be completed and signed by an official authorized to bind the organization to the application.

Applicants are to be brief and clear in the presentation of ideas.

## 2. Application Format

Applicants must follow the format as described below to complete the application. Applications must be typewritten on 8 ½" by 11" paper, with a font size no smaller than 12 point and margins of at least .5 inch. Please use Times New Roman font.

- a) **Cover Page** – Complete the form on pages 12-13.
- b) **Certification for the Protection of Human Subjects, Human Anatomical Substances, Human Cadavers** – All Applications involving human subjects, human anatomical substances, and human cadavers must be reviewed and approved by the applicant’s appropriate institutional review board (IRB) or biosafety committee prior to the initiation of any research. Applications will be rejected if the Certification, found in this RFA at page 14, is not completed, signed by the authorized institutional official, and included with the grant application.
- c) **Containment of Recombinant DNA Research, and the Care and Treatment of Laboratory Animals** – All Applications involving laboratory animals or recombinant DNA must be reviewed and approved by the applicant’s appropriate institutional review board, biosafety committee, or animal care and use committee prior to the initiation of any research. Specific documents will be required relating to the use of animals in the proposed research. Applications will be rejected if the Certification, found in this RFA at page 15, is not completed, signed by the authorized institutional health official, and included with the grant application.
- d) **Notice and Payment Provisions** – Applicants must provide contact information for the person within their institution who is authorized to receive Notices from PBCC regarding the grant and contact information for the person authorized to receive periodic grant payments. The Notice and Payment Provision form, found in this RFA at page 16, must be completed and attached to the application.
- e) **Work Statement** – Provide a narrative description of the proposed methodology addressing the following topics:
  - i. Summary: *The Application Summary should not exceed two (2) pages and must include the following:*
    - Title of project
    - Objectives
    - Brief summary of experimental or research design
    - Outline of anticipated results
    - Relevance and impact of project
  - ii. Work Statement: *The work statement should not exceed eight (8) pages and must include the following:*
    - Background statement of problem, including hypothesis to be tested, aims and objectives
    - Public/lay abstract
    - Technical abstract
    - Research or experimental design
    - Anticipated results
    - Steps to be taken to address concerns raised in initial peer review
    - Statement of work, including lists of tasks to be performed and timeline associated
    - Anticipated results
    - Steps to be taken to address concerns raised in initial peer-review
    - Statement of work, including lists of tasks to be performed and timeline associated with each task



- f) **Researcher Qualifications** – Provide a narrative description of the staff (including qualifications, classifications, whether they are professional, technical, consultant, subcontractor, volunteer, etc.), and identify key personnel who shall be engaged in the research. Include a biographical sketch or curriculum vitae of each staff person, with the exception of support staff. These pages are not counted in the page limit of this application.
- g) **Budget** – Use the downloadable format to present the budget request. The budget forms can be found at [pbcc.me/RFA](http://pbcc.me/RFA). The anticipated grant agreement term is January 1, 2021 to December 31, 2021. The overall 12-month budget for the application shall not exceed \$50,000. The budget must contain an overall summary and details for each budget category. Please see budget worksheets and definitions for more information.
- h) **Original Research Proposal** – Provide a copy of the proposal as originally submitted to NCI, NIH, DOD, ACS, or Komen.
- i) **Scientific Critique** – Provide a copy of the summary statement, reviewer comments, peer review panel report or other scientific critique document received from the organization that reviewed the original application. Include cover letter from the organization, identifying funding status of the application. Applicants who submitted a Concept Award to the Department of Defense and did not receive funding must include the cover letter from the organization identifying the funding status of their application.
- j) **Completed W-9 form** – Provide a copy of the completed Internal Revenue Service form W-9. The W-9 form and instructions for completing the form are available at the website <http://www.irs.gov>.

## Budget Definitions

Personnel: The personnel section shall identify each position by role in project, percent of effort, salary requested, and fringe benefits.

Material and Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and other equipment valued at less than \$5,000 that are needed to support this project.

Publication Costs: This budget category shall identify printing and publication costs directly related to the project.

Consultant Services: This budget category shall identify each consultant by description, hourly rate, and number of hours to be utilized under the grant.

Patient Services: Costs associated with the care of any patients (i.e., human subjects) proposed and to be supported by the grant.

Equipment/Facility Rental/User Fees: This budget category shall reflect the actual or projected cost of any equipment \$5,000 or greater. Justification for the purchase of any equipment must be included.

Other costs: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories. (i.e., postage, telephone, etc.) **Indirect costs (including overhead, general and administrative costs) may not be billed.**

Travel: Travel and subsistence costs are not reimbursable under this grant.

**ATTACHMENT A: COVER PAGE**  
**RFA 2021**  
**Pennsylvania Breast and Cervical Cancer Research Initiative**

**Principal Investigator (PI):** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Mailing Address:** *(The address where you would like notification about this application to be sent.)*

\_\_\_\_\_  
\_\_\_\_\_

**Title of Project:** \_\_\_\_\_

**Topic Area** *(please select):* \_\_\_ Breast Cancer or \_\_\_ Cervical Cancer

**Short Project Summary:**

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**PI Organization or Institution Name:** \_\_\_\_\_

**Type of Legal Entity:** \_\_\_\_\_

**If tax-exempt please list IRC Section (i.e. 501(c)(3):** \_\_\_\_\_

**Federal I.D.#:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

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**Grant Office Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**COVER PAGE – Page 2**  
**RFA 2021**  
**Pennsylvania Breast and Cervical Cancer Research Initiative**

**Application Checklist**

- In order to be reviewed, applications must contain all items, including certifications and agreements that are required in the Request for Application (RFA).
- Full application is due to the PBCC office by **4:00 pm EST on July 30, 2020**
- Please check to confirm that you have submitted the following:

\_\_\_ **Letter of Intent**

Must be delivered to the PBCC office by **4:00 pm EST on June 26, 2020**

\_\_\_ **Application**

Submit 1 original and 6 copies of the complete application

Also submit 1 electronic CD or flash drive with all application files.

Files / CDs / flash drives will not be returned to the applicant.

\_\_\_ **Application Components**

\_\_\_ Cover Page (2-page document)

\_\_\_ Work Statement

\_\_\_ Public/Lay Abstract

\_\_\_ Technical Abstract

\_\_\_ Researcher Qualifications and Key Personnel List

\_\_\_ Budget

\_\_\_ Original Research Proposal

\_\_\_ Scientific Critique

\_\_\_ **Required Attachments**

\_\_\_ Attachment A: Cover Page

\_\_\_ Attachment B: Certification for the Protection of Human Subjects, Human Anatomical Substances, Human Cadavers

\_\_\_ Attachment C: Certification for the Containment of Recombinant DNA Research, and the Care and Treatment of Vertebrate Laboratory Animals

\_\_\_ Attachment D: Notice and Payment Provisions

\_\_\_ I have read and agree to the standard terms and conditions of this grant.

\_\_\_ If this grant application is awarded and if PBCC requests, the Applicant Organization/Institution agrees to hold an event at their facility between February 1, 2021 and April 15, 2021 to publicize the grant and publically recognize the researcher. PBCC will participate in this event to publicize the grant and publically recognize the researcher. PBCC staff will work with key organization/institution staff to organize and publicize this event.

**ATTACHMENT B: CERTIFICATION FOR THE PROTECTION OF  
HUMAN SUBJECTS, HUMAN ANATOMICAL SUBSTANCES, HUMAN CADAVERS**

<b>PRINCIPAL INVESTIGATOR NAME</b>	<b>PRINCIPAL INVESTIGATOR TITLE</b>
<b>TITLE OF RESEARCH PROJECT</b>	<b>INSTITUTION</b>

**CERTIFICATION FOR THE PROTECTION OF HUMAN SUBJECTS, HUMAN  
ANATOMICAL SUBSTANCES, HUMAN CADAVERS**

It is the responsibility of the research institution to assure that the rights and welfare of all human subjects used in any PA Breast Cancer Coalition sponsored research are protected. Any research involving human subjects must be reviewed and approved by an appropriate institutional review board.

The applicant agrees to safeguard the rights and welfare of individuals who participate in research activities. The applicant agrees that all experimentation with human subjects shall be prohibited unless the applicant certifies that the prior written approval of its Institutional Review Board (IRB) is obtained or is not required, subject to all applicable laws, including but not limited to 42 U.S.C. Section 3515 (b) (relating to prohibitions on funding certain experiments involving human participants) and the regulations there under. Further, the prior, written, voluntary, informed consent of each subject must be obtained. If the subject is a minor, or incompetent, the prior, written, voluntary, informed consent of their legal guardian shall be required. The applicant shall inform each potential subject prior to their consent that refusal shall not result in the loss of any benefits to which the subject is otherwise entitled from the federal government, the Commonwealth, the applicant, any subcontractor of the applicant, or any third party insurer.

Please check the appropriate statement:

- No human subjects, human anatomical substances or human cadavers will be used in any of the proposed research.
- Human subjects, human anatomical substances or human cadavers will be used in the proposed research. This is to certify that the proposed activities on human subjects have been reviewed by an institutional review board (IRB) on \_\_\_\_\_ (date) and found to be in accordance with current Department of Health and Human Services (DHHS) policy.
- This research involves the use of human subjects, human anatomical substances or human cadavers. This is to certify that the proposed activities involving human subjects have NOT yet been reviewed by an institutional review board (IRB), and that prior to the initiation of research involving human subjects and the use of grant funds to pay for any of the research expenses, the applicant will send documentation to the PBCC that the proposed activities have been reviewed by its institutional review board (IRB) and have been found to be in accordance with current Department of Health and Human Services (DHHS) policy.

<b>NAME OF AUTHORIZED INSTITUTIONAL OFFICIAL</b>	<b>TITLE</b>
<b>SIGNATURE</b>	<b>DATE</b>

**ATTACHMENT C: CERTIFICATION FOR THE CONTAINMENT OF RECOMBINANT DNA RESEARCH, AND THE CARE AND TREATMENT OF VERTEBRATE LABORATORY ANIMALS**

<b>PRINCIPAL INVESTIGATOR NAME</b>	<b>TITLE OF PRINCIPAL INVESTIGATOR</b>
<b>TITLE OF RESEARCH PROJECT</b>	<b>INSTITUTION</b>

**CERTIFICATION FOR CONTAINMENT OF RECOMBINANT DNA RESEARCH**

It is the responsibility of the research institution to assure that the physical and biological containment needed for research involving any recombinant DNA molecules is within policies set out in the current "National Institutes of Health (NIH) Guidelines for Research Involving Recombinant DNA Molecules."

Please check the appropriate statement:

- This research does not involve any use of recombinant DNA molecules as defined by current NIH guidelines.
- This research involves the use of recombinant DNA molecules as defined by current NIH guidelines. This is to certify that the proposed activities involving recombinant DNA molecules have been reviewed by an institutional biosafety committee on \_\_\_\_\_ (date) and found to be in accordance with current NIH guidelines.
- This research involves the use of recombinant DNA molecules as defined by current NIH guidelines. This is to certify that the proposed activities involving recombinant DNA molecules have NOT yet been reviewed by an institutional biosafety committee, and that prior to the initiation of research involving recombinant DNA and the use of grant funds to pay for any of the research expenses, the applicant will send documentation to the PBCC that the proposed activities have been reviewed by its institutional biosafety committee and found in accordance with current NIH guidelines.

**CERTIFICATION FOR THE CARE AND TREATMENT OF VERTEBRATE LABORATORY ANIMALS**

It is the responsibility of the research institution to assure proper care and treatment of all vertebrate laboratory animals used in any PA Breast Cancer Coalition sponsored research. Any research involving laboratory animals must be reviewed and approved by an appropriate Institutional Animal Care and Use Committee (IACUC).

Please check the appropriate statement:

- No vertebrate laboratory animals will be used in any of the proposed research.
- Vertebrate laboratory animals will be used in the proposed research. This is to certify that the proposed activities involving laboratory animals have been approved by an institutional animal care and use committee on \_\_\_\_\_ (date) and found to be in accordance with current Public Health Service policy.
- Vertebrate laboratory animals will be used in the proposed research. This is to certify that the proposed activities involving laboratory animals have NOT yet been approved by an appropriate IACUC, and that prior to the initiation of research involving vertebrate animals and the use of grant funds to pay for any of the research expenses, the applicant will send documentation to the PBCC that the proposed activities have been reviewed by an appropriate IACUC, and found to be in accordance with current Public Health Service policy.

<b>NAME OF AUTHORIZED INSTITUTIONAL OFFICIAL</b>	<b>TITLE</b>
<b>SIGNATURE</b>	<b>DATE</b>

**ATTACHMENT D: NOTICE AND PAYMENT PROVISIONS**  
**RFA 2021**

Consistent with Section 35 of Standard General Terms and Conditions, the following individual is authorized to receive all Notices from PBCC pertaining to this grant:

<b>Name</b>
<b>Title</b>
<b>Address</b>
<b>Address</b>
<b>City</b>
<b>State</b>
<b>Zip Code</b>
<b>Phone</b>
<b>Fax</b>

Consistent with Section 40 of Standard General Terms and Conditions, Contractor authorizes PBCC, upon receipt of quarterly invoices, to make payments to the Contractor as follows:

<b>Name</b>
<b>Title</b>
<b>Address</b>
<b>Address</b>
<b>City</b>
<b>State</b>
<b>Zip Code</b>
<b>Phone</b>
<b>Fax</b>

## **Part Three: Standard General Terms and Conditions**

### **SECTION 1.** **DEFINITIONS**

**Defined Terms.** The following terms shall have the following meanings:

**Agreement.** The term “Agreement” shall include the terms and conditions of this document, including payment provisions which are incorporated into this document and made a part hereof, or any modification made as set forth herein, any subsequent grant contracts awarded by the Pennsylvania Breast Cancer Coalition (PBCC) to the Contractor that are solely related to the Scope of Work, the Statement of Work and any proposal or application of the Contractor.

**Background Material.** The term “Background Material” shall be defined as original work papers, notes and drafts prepared by or for the Contractor to support conclusions in any final report or product delivered under this Agreement, including but not limited to completed questionnaires and material in electronic data processing form, computer programs and other tangible materials produced by or for the Contractor during the term of this Agreement and directly related to the services being rendered. It does not include Contractor’s financial reports or other information incidental to the administration of this Agreement.

**Contractor.** The term “Contractor” shall be defined as (name and address of facility).

**Data.** The term “Data” shall include, but is not limited to, written reports and analyses, diagrams, maps, system designs, computer programs, flow charts, punched card decks, magnetic tapes, diskettes, drawings, studies, manuals, brochures, advertisements, documents, sketches, papers, files, information, computer documentation, other tangible materials and work of any similar nature which is required to be performed by or for the Contractor under this Agreement or which is incidentally prepared by or for the Contractor in the performance of this Agreement. Data also includes Background Material prepared by or for the Contractor incidental to the performance of this Agreement.

**Grant Period.** The term “Grant Period” shall be defined as the duration of this Agreement, which shall commence on January 1, 2021 and end on December 31, 2021.

**Key Personnel.** The term “Key Personnel” shall be defined as the participants set forth in Exhibit A attached hereto and incorporated by reference as if set forth herein.

**Pre-Existing Material.** The term “Pre-Existing Material” shall be defined as all intellectual property that Contractor has previously developed independently or developed with or obtained from third parties, including but not limited to, Background Material, proprietary materials, Data, software and methodologies.

**Printed Material.** The term “Printed Material” shall include, but is not limited to, notices, informational pamphlets, press releases, research reports, brochures, manuals, labels, newsletters, artwork and print advertisements.

**Records.** The term “Records” shall be defined as books, records, documents, sub-contracts and other evidence pertaining to the costs and expenses of this Agreement.

**Research.** The term “Research” shall be defined as the work, investigation, and/or scientific study, to be conducted.

**Scholarly Publication or Presentation.** The term “Scholarly Publication or Presentation” shall be defined as any academic article, abstract, research report, manuscript or presentation that is submitted or given for peer-review or referee by other scholars, experts, or researchers in that field or at any academic or professional meeting.

**Scope or Statement of Work.** The term “Scope or Statement of Work” shall be defined as any and all research and obligations undertaken or to be performed by the Contractor pursuant to this Agreement as set forth in Contractor’s application or as subsequently modified upon prior approval of PBCC and Contractor.

**Structured Interview and Consultation.** The term “Structured Interview and Consultation” shall be defined as an interview or consultation which follows a pre-designed line of questioning that takes approximately the same form for all the respondents being interviewed or consulted.

## **SECTION 2.** **GRANT**

In consideration for the Contractor’s performance of the proposed research set forth in the Contractor’s grant application, the Pennsylvania Breast Cancer Coalition (PBCC) hereby agrees to award a research grant to the Contractor in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (“Grant”), pursuant to the terms and conditions set forth in this Agreement.

The Parties hereby acknowledge and agree that the Contractor’s grant application, attached hereto as Exhibit B and incorporated by reference as if more fully set forth herein, shall constitute the Statement of Work to be performed pursuant to the terms and conditions set forth in this Agreement.

The Grant Period shall commence on January 1, 2021 and end on December 31, 2021 and shall be paid to the Contractor as follows:

Payments will be made quarterly upon submission of an itemized invoice for services rendered pursuant to this Agreement using the invoice format provided by the Contracting Officer. The invoice should include a detailed accounting itemized in accordance with any budget approved in writing by the PBCC and any other relevant supporting documentation. Invoices should be sent to the address set forth herein and to the attention of the Contracting Officer.

Invoices should be submitted quarterly within thirty (30) days from the last day of the quarter within which the work is performed. The final invoice shall be submitted within forty-five (45) days of the expiration of the Grant Period. The PBCC will neither honor nor be liable for invoices not submitted in compliance with the time requirements of this paragraph unless the PBCC agrees in advance and in writing to an extension of these requirements.



**SECTION 3.**  
**INDEPENDENT CONTRACTOR**

The Contractor shall perform its services under this Agreement as an independent contractor and shall provide public liability, property damage and workers' compensation insurance insuring, as they may appear, the interests of all parties to the Agreement against any and all claims which may arise out of Contractor's operations under the terms of this Agreement. The Contractor shall accept full responsibility for the payment of premiums for workers' compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

Contractor makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, warranties with respect to the conduct, completion, success or particular results of the sponsored research, or the condition, ownership, merchantability or fitness for a particular purpose of the sponsored research or any intellectual property of Contractor, except as otherwise provided in and pursuant to the terms of this Agreement.

**SECTION 4.**  
**INDEMNIFICATION**

The Parties agree to indemnify the other Party for their own negligent and intentional acts or omissions and the negligent and intentional acts or omissions of their employees, agents, officers or directors to the extent allowed by law.

Contractor shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by the PBCC or any other person as a result of PBCC's actions and responsibilities under this Agreement, including but not limited to, PBCC's provision of funds for Contractor to conduct research pursuant to the terms of this Agreement or PBCC's use of Contractor's intellectual property product. PBCC shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by the Contractor or any other person as a result of Contractor's actions and responsibilities under this Agreement, including but not limited to, Contractor's conducting of research as incorporated in this Agreement as the Statement of Work.

**SECTION 5.**  
**ASSIGNABILITY**

Subject to the terms and conditions set forth herein, this Agreement shall be binding upon the Parties and their respective successors and assigns.

The Contractor may not assign, in whole or in part, this Agreement or its rights, duties, obligations or responsibilities hereunder without the prior written consent of PBCC, which consent may be withheld at the sole and absolute discretion of PBCC.

Any assignment consented to by PBCC shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities being assigned.

A change of name by the Contractor, following which the Contractor's federal identification number

remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice within ten (10) days of any such change of name.

Notwithstanding the foregoing, the Contractor may, without the consent of the PBCC, assign its rights to payments to be received under this Agreement, provided that the Contractor provides written notice of such assignment to the PBCC together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Agreement.

For the purposes of this Agreement, the term “assign” shall include, but not be limited to, the sale, gift, assignment, pledge or other transfer of any ownership interest in the Contractor, provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

## **SECTION 6.** **SUB-CONTRACTS**

Except for sub-contracts specifically authorized by this Agreement, Contractor shall not enter into sub-contracts for any of the work contemplated under this Agreement without obtaining prior written approval of the PBCC, which shall be attached to the original Agreement, and subject to such conditions and provisions as the PBCC may deem necessary.

Notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement.

No provision in this Agreement, or approval by the PBCC of any sub-contract, shall be deemed in any event or in any manner to provide for the incurrence of any obligation or liability on the part of the PBCC with regard to any sub-contract entered into by the Contractor.

## **SECTION 7.** **NON-EXCLUSIVE AGREEMENT; OTHER CONTRACTORS**

This Agreement shall be non-exclusive and the PBCC may undertake or award other contracts for additional, related, or similar work or services to other contractors.

The Contractor shall not commit or permit any act which will interfere with the performance of work or services by any other contractor or by PBCC employees.

Nothing in this Agreement shall be construed to limit the freedom of the Contractor or of its researchers who are participants under this Agreement from engaging in similar research made under other grants, contracts or agreements with parties other than the PBCC. However, during the period of this Agreement, the Contractor’s Investigator shall not undertake any obligations that would prevent the investigator from fulfilling their obligations under this Agreement.

This Section 7 shall be included in the contracts of all contractors with whom the PBCC contracts to provide funding. The PBCC shall equitably enforce this Section 7 as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

## **SECTION 8.**

## **AVAILABILITY OF INFORMATION**

During the term of this Agreement, all information such as the progress, results or status of the research project referenced in the Statement of Work obtained by the Contractor pursuant to the Scope of Work shall be made available to the PBCC within ten (10) days upon demand by the PBCC.

### **SECTION 9. FISCAL AND PROGRAM RECORD ACCESS**

Contractor agrees to maintain Records to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses for which reimbursement is claimed under the provisions of this Agreement.

If Contractor is not a public body, Contractor agrees to maintain books, Records, documents and other evidence in accordance with accounting procedures and practices which meet Generally Accepted Accounting Principles (GAAP).

Contractor agrees to make available during the Grant Period, at the Contractor's address during normal business hours, any and all Records for inspection, audit or reproduction by any authorized representative of the PBCC, the PBCC's auditor, or any federal or state government inspector or auditor.

The provisions of this Section 9 shall be applicable to and included in each sub-contract entered into by the Contractor in the performance of this Agreement. The term "sub-contract" as used in this paragraph excludes purchase orders not exceeding One Thousand and 00/100 Dollars (\$1,000.00) and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### **SECTION 10. RECORD RETENTION REQUIREMENTS**

All Records kept pursuant to Section 9 shall be retained pursuant to the provisions of this Section 10.

The Contractor shall preserve and make available its Records for a period of three (3) years from the date of final payment under this Agreement, or for a greater period, if so required by applicable statute, by any other section of this Agreement, or by sub-paragraphs (A) or (B) below.

If this Agreement is completely or partially terminated, the Records relating to the work that was terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final payment.

Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by any auditor, shall be retained by the Contractor until such litigation, claims or exceptions have been disposed of.

Except for the Records described in Section 10, the Contractor may, in fulfillment of its obligation to retain its Records as required by this Section 10, substitute photographs, microphotographs or other authentic reproductions of such Records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such Records relate, unless

a shorter period is authorized in writing by the PBCC and any and all auditors.

## **SECTION 11.** **EVALUATION AND FINAL ACCEPTANCE**

All services performed under this Agreement shall include an evaluation component, whereby the Contractor agrees to collect, maintain and provide data for evaluation purposes as specified in the Statement of Work or as otherwise set forth in this Agreement.

Final inspection and acceptance of all work and reports required under this Agreement shall be performed by the Project Officer.

Any changes to the scope or methodology of the research during the Grant Period must be requested in writing and approved in writing by the PBCC prior to implementation.

The Contractor shall submit a final written report within thirty (30) days after the expiration of the Grant Period. The final report shall summarize the results of the research, specify plans for submission of manuscripts, specify plans for presentations at scientific meetings, and provide answers to the following questions:

**Part #1:** A narrative, not to exceed two (2) pages, summarizing the results of the research, specify plans for submission of manuscripts, specify plans for presentations at scientific meetings, and provide answers to the following questions:

- 1) Was the study successful?
- 2) What are the next steps?
- 3) Where does the researcher stand with previous grant applications or any other application(s) that would be relevant?

**Part #2:** Publication summary and copies

Submit a copy of any manuscript or publications resulting from the research grant.

**Part #3:** Describe how this grant impacted your work.

## **SECTION 12.** **QUALITY ASSURANCE**

Unless otherwise provided herein, the Contractor, with due diligence, shall furnish all necessary qualified personnel, material and equipment, managing and directing the same, to complete the Scope of Work.

The Contractor agrees that the Scope of Work shall be monitored by the Project Officer and the Project Officer's designated representatives. If requested by the PBCC, Contractor shall produce or provide special reports to the PBCC in a time frame and format specified by the requesting party.

## **SECTION 13.** **THIRD-PARTY FUNDING**

The Contractor covenants that the funding provided to Contractor by PBCC pursuant to this Agreement shall not replace or supplant in any way any other funds, whether federal, state, local or private, received by the Contractor that are used to provide already existing services by the Contractor. The parties acknowledge the Contractor receives funding from other sources for the research performed under this Agreement.

Contractor covenants that the services to be provided under this Agreement are not already available without cost.

Contractor covenants that the addition of funds will result in a commensurate expansion of the research.

In the event that Contractor breaches this Section, Contractor shall reimburse the PBCC for the amount of funding provided by the PBCC to the Contractor for such services.

#### **SECTION 14.** **WRITTEN COMMITMENT**

Any written commitment or representation of the Contractor made within the scope of this Agreement shall, if accepted by the Project Officer in writing, be binding upon the Contractor and shall be incorporated as a part of this Agreement.

#### **SECTION 15.** **KEY PERSONNEL**

The personnel specified in Exhibit A attached hereto and incorporated as if fully set forth herein are considered to be essential to the work, services, and research being performed.

Prior to the Contractor diverting or removing any Key Personnel from any research, services, or work conducted pursuant to this Agreement, the Contractor shall provide ten (10) days written notice to the PBCC of such diversion or removal, and Contractor shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation by the PBCC of the impact on the program, services, or research.

No diversion or removal of Key Personnel shall be made by the Contractor without the prior written consent of the Project Officer.

Contractor shall provide written notice to the PBCC within five (5) days of any Key Personnel dissociating or being disassociated from or with the Contractor, whether permanently or temporarily. The PBCC reserves the right upon the dissociation of any Key Personnel to terminate, at the PBCC's sole discretion, this Agreement.

#### **SECTION 16.** **TRAVEL, SUBSISTENCE, AND INDIRECT COSTS**

The PBCC shall not be liable for travel or subsistence costs except as specifically set forth in this Agreement.

Indirect costs (overhead, general and administrative) may not be billed and the PBCC shall not be liable for indirect costs except as specifically set forth in this Agreement.

**SECTION 17.**  
**DATA, COPYRIGHTS, AND DISCLOSURE**

The PBCC shall have no ownership rights to Contractor's Pre-Existing Material.

Notwithstanding the foregoing provision, where Pre-Existing Materials are necessary to use the deliverables required under this Agreement and Contractor has the ability to grant a license to the Pre-Existing Materials, the Contractor shall grant to the PBCC a non-exclusive, non-transferable license to use, modify, prepare derivative works and to grant to third parties engaged by the PBCC, the right to use, modify and prepare derivative works, from all or any portion of the Pre-Existing Material utilized by the Contractor and incorporated in the Data in the performance and completion of the Scope of Work solely for PBCC's internal research and educational purposes.

Contractor shall retain all copyright interests, proprietary rights, trade secrets and other right, title and interest in and to all Data resulting from the performance of this Agreement, provided, however, that Contractor shall, and hereby effectively does grant to the PBCC a non-exclusive, non-transferable license to use, modify, prepare derivative works and to grant to third parties engaged by the PBCC, the right to use, modify and prepare derivative works, from all or any portion of the Data solely for PBCC's internal research and educational purposes.

To Contractor's knowledge and without the obligation to conduct any searches, Contractor represents and warrants that the Data is original and does not infringe the rights of any other work.

The Contractor shall hold the PBCC harmless for any suit or proceeding brought against the PBCC, including their officials or employees, on account of any alleged infringement of any United States or foreign copyrights, patents, trademarks, or trade secrets arising out of the Contractor's performance of this Agreement. If any of the data, materials, reports, studies or computer programs provided by the Contractor are held by a court of competent jurisdiction to constitute willful infringement, and the use or publication thereof is enjoined in such suit or proceeding, the Contractor shall, at its own expense and at its option, either procure the right to publish such infringing data, materials, reports, studies or computer programs; replace them with non-infringing items; or so modify them so that they are no longer infringing. If, after a reasonable time and good faith effort, the Contractor is unable to comply with the requirements of the immediately preceding sentence, the Contractor shall return to the PBCC that portion of funds expended by the Contractor in relation to the infringing item.

**SECTION 18.**  
**PUBLICITY**

The Contractor will not make any announcement(s) in regards to PBCC research grant funding prior to the official grant announcement from the PBCC.

The Contractor will agree to hold a publicity event at their facility between February 1, 2021 and April 15, 2021 with the support of the PBCC to publicize the grant and publically recognize the researcher. PBCC staff will work with key Contractor staff to organize the event.

Neither party to this Agreement will use the names, images, logos, or trademarks of the other PARTY in any publicity, advertising, promotional, securities, sales literature or press release without the prior written approval of the authorized representative of the other party.

**SECTION 19.**  
**PBCC ATTRIBUTION**

All material produced from this grant, including but not limited to Scholarly Publication or Presentation must include the following attribution:

- (A) “This research and project is funded, in part, by a contract with the Pennsylvania Breast Cancer Coalition. The PBCC takes no part in and is in no way responsible for any analyses, interpretations, or conclusions contained herein.”; OR
- (B) A statement approved in writing by the PBCC’s Project Officer.

**SECTION 20.**  
**CONFIDENTIALITY, SENSITIVE DOCUMENTS AND INFORMATION**

The Parties shall maintain the confidentiality of medical records of individuals served by the Contractor under this Agreement.

Prior to the PBCC receiving or reviewing any confidential medical records, if any, the PBCC shall sign a confidentiality agreement with terms mutually agreeable to the Parties; otherwise, the PBCC shall be deemed to have elected not to receive or review such confidential medical records.

The Contractor shall not publish or otherwise disclose, except as to matters of public record, any information or data obtained hereunder from private individuals, organizations or public agencies, in publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the prior, voluntary, written and informed consent of such person or establishment.

**SECTION 21.**  
**INTERESTS OF MEMBERS OF THE PBCC AND OTHERS**

No officer, member or employee of the PBCC, who exercises any functions or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects that person’s personal interest or the interest of any corporation, partnership, or association in which that person is, directly or indirectly, interested; nor shall any such officer, member or employee of the PBCC have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**SECTION 22.**  
**INTEREST OF CONTRACTOR**

No Key Personnel performing research funded pursuant to this Agreement, nor any officer, member or employee of the Contractor who exercises any functions or responsibilities under this Agreement, shall

participate in any decision relating to this Agreement which affects that person's personal interest or the interest of any corporation, partnership, or association in which that person is, directly or indirectly, interested; nor shall any such Key Personnel, officer, member or employee of the Contractor have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest.

### **SECTION 23.** **DEFAULT AND TERMINATION**

The PBCC may, subject to the terms set forth below, by written notice of default to the Contractor, immediately terminate the whole or any part of this Agreement upon such terms as such notice shall set forth, in any one of the following circumstances:

If the Contractor fails to perform the Scope of Work within the time specified herein or any extension thereof; or

If the Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger its terms.

In the event of default, the Contractor shall have a period of ten (10) days (or such longer period as the PBCC may authorize in writing) after receipt of notice from the PBCC specifying such failure to cure such event(s) of default.

Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth of Pennsylvania in its sovereign, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If this Agreement is terminated pursuant to this Section 23, the PBCC shall require the Contractor to transfer title and deliver to the PBCC such partially completed reports or other documentation the Contractor has produced under this Agreement. Payments for completed reports and other documentation delivered to and accepted by the PBCC shall be in the full grant amount. Payment for partially completed reports and other documentation delivered to and accepted by the PBCC shall be in an amount agreed upon by the Contractor and the Project Officer. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of Section 42 of this Agreement entitled "Contract Construction". The PBCC may withhold from amounts otherwise due the Contractor for such completed or partially completed reports or other documentation such sums as the PBCC determines to be necessary.

The rights and remedies of the PBCC provided in this Section 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The PBCC may cancel this Agreement, in whole or in part, at any time for the convenience of the PBCC by giving written notice to the Contractor. Should the PBCC exercise its rights under this clause, the PBCC will pay the Contractor for all work done by the Contractor under this Agreement until such time as the PBCC sets forth in its written notice to Contractor.



Should the Contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Contractor, the remaining or unexpired portion of this Agreement may, at the election of the PBCC, be terminated.

This Agreement may be terminated by the Contractor upon thirty (30) days advance written notice to the PBCC.

**SECTION 24.**  
**AVAILABILITY OR SUFFICIENCY OF PBCC FUNDS**

In addition to any other termination provision of this Agreement, the PBCC may terminate this Agreement at any time in the event funds become unavailable or are insufficient for PBCC program purposes.

In the event of termination of this Agreement pursuant to Section 24, the PBCC shall provide the Contractor with advance notice to the extent reasonable and possible under the circumstances to either terminate the Agreement completely, or suspend all or a portion of such Agreement as determined by the PBCC and as set forth in the PBCC's notice to the Contractor.

In the event of termination of this Agreement pursuant to Section 24, the PBCC will pay Contractor for satisfactory work completed up until such termination or outside such suspension period, but in no event shall Contractor be entitled to receive loss of profits.

**SECTION 25.**  
**COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business).

For breach or violation of the warranty set forth in Section 25.01, the PBCC shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**SECTION 26.**  
**ENVIRONMENTAL PROTECTION**

In performing this Agreement, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

**SECTION 27.**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, ethnicity, religion, ancestry, national origin, age, sex,

sexual orientation, or any other legally protected characteristic.

Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, ethnicity, religion, ancestry, national origin, age, sex, sexual orientation, or any other legally protected characteristic. Such affirmative action shall include, but is not limited to, employment, up-grading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

Contractor shall post in conspicuous places available to employees, agents, applicants for employment, and other persons, a notice setting forth the provision of this non-discrimination clause, or as otherwise required by any and all state and federal equal employment opportunity regulations, statutes, or laws.

Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, ethnicity, religion, ancestry, national origin, age, sex, sexual orientation, or any other legally protected characteristic.

Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

It shall not be a defense to a finding of non-compliance with this non-discrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanction.

Contractor shall comply with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further PBCC contracts, and other sanctions may be imposed and remedies invoked.

Contractor and each sub-contractor shall furnish all necessary employment documents and records to the PBCC, and permit access to its books, records and accounts by the PBCC for purposes of investigation to ascertain compliance with the provisions of this Section 27. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the PBCC.

The Contractor shall include the provisions of this Section 27 in every sub-contract so that such provisions will be binding upon each sub-contractor.

#### **SECTION 28.**

#### **EQUAL OPPORTUNITY FOR THE HANDICAPPED**

The Contractor agrees to abide by section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations.

The Contractor assures that any benefits, services or employment available through the Contractor to the public by way of this Agreement's funds, shall not be denied to persons with handicaps who are otherwise qualified or eligible for the benefits, services or employment available as a result of this Agreement.

The Contractor shall include the provisions of this Section 28 in every sub-contract under this Agreement so that such provision binds each sub-contractor.

### **SECTION 29.**

#### **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

During the term of this Agreement, the Contractor agrees as follows:

Pursuant to Federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. §35.130 and all other regulations promulgated under Title II of The Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the PBCC from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the PBCC as a result of the Contractor's failure to comply with the provisions of this Agreement.

The Contractor shall include the provisions of this Section 29 in every sub-contract under this Agreement so that such provision binds each sub-contractor.

### **SECTION 30.**

#### **NON-DISCRIMINATION/SEXUAL HARASSMENT**

During the term of this Agreement, the Contractor agrees as follows:

The Contractor and sub-contractors, if any, shall comply with any Federal, State or local law, as applicable, pertaining to non-discrimination and equal opportunity in regard to its employees, applicants for employment, independent contractors, or any other person.

In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any sub-contract, the Contractor, sub-contractor or any person acting on behalf of the Contractor or sub-contractor shall not by reason of race, ethnicity, religion, age, sex, sexual orientation, handicap, national origin, or any other legally protected characteristic discriminate against any individual who is qualified and available to perform the work to which the employment relates.

Neither the Contractor nor any sub-contractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this Agreement on account of race,

ethnicity, religion, age, sex, sexual orientation, handicap, national origin, or any other legally protected characteristic.

The Contractor shall not discriminate by reason of race, ethnicity, religion, age, sex, sexual orientation, handicap, national origin, or any other legally protected characteristic against any sub-contractor or supplier who is qualified to perform the work to which the contract relates.

The Contractor and any sub-contractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

The Contractor and any sub-contractors shall ensure that any services or benefits available to the public or other third parties by way of this Agreement shall not be denied or restricted for such persons due to race, creed, color, religion, sex, sexual preference, age, handicap or national origin.

The Contractor and each sub-contractor shall furnish all necessary employment documents and records to the PBCC and permit access to the Contractor's books, records and accounts by the PBCC, for purposes of investigation to ascertain compliance with the provisions of this non-discrimination/sexual harassment clause.

The Contractor shall include the provisions of this Section 30 in every sub-contract so that such provisions will be binding upon each sub-contractor.

The PBCC may cancel or terminate this Agreement and all money due or to become due under this Agreement may be forfeited for a violation of the terms and conditions of this non-discrimination/sexual harassment clause.

### **SECTION 31.**

#### **DISPOSITION OF EQUIPMENT AND OTHER MATERIAL**

Contractor agrees to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding.

Ownership and title to all supplies and equipment obtained by the Contractor pursuant to the performance of this Agreement shall be solely vested in the Contractor. Contractor shall be solely responsible for all maintenance, repair, protection, preservation, and insurance of such supplies and equipment.

The PBCC shall have no ownership interest in any supplies or equipment obtained by the Contractor and shall not be liable for any loss, destruction of or damage to such supplies or equipment or any injury or damage to any person or property as a result of the use of such supplies or equipment by the Contractor.

In the event that either Party terminates this Agreement prior to the expiration of the Grant Period, the Contractor shall reimburse the PBCC for the full cost of any and all supplies and equipment purchased by the Contractor through funds awarded to the Contractor pursuant to this Agreement.

### **SECTION 32.**

#### **GENERIC DRUGS**

If, under this Agreement, Contractor prescribes or dispenses drugs to consumers, it shall do so in accordance with Act 259 of November 24, 1976, P.L. 1163, 35 P.S. §960.1 et seq., as amended, and prescribe and dispense generically equivalent drugs rather than brand name drugs whenever possible.

**SECTION 33.**  
**EXTENSION RIGHT**

Any extension to the term of this Agreement is at the sole discretion of the PBCC.

**SECTION 34.**  
**CONTRACTOR INTEGRITY PROVISIONS**

For purposes of this Section 34 only, the words “confidential information”, “consent”, “contractor”, “financial interest”, and “gratuity” shall have the following definitions:

- (A) **Confidential information** means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair, unethical or illegal advantage to another desiring to enter into an agreement with the PBCC.
- (B) **Consent** means written permission signed by a duly authorized officer or employee of PBCC, provided that, where the material facts have been disclosed in writing, by pre-qualification, bid, proposal, or contractual terms, the PBCC shall be deemed to have consented by virtue of execution of this Agreement.
- (C) **Contractor** means the individual or entity that has entered into this Agreement with the PBCC, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
- (D) **Financial interest** means:
  - Ownership of more than a five percent (5%) interest in any business; or
  - Holding a position as an officer, director, trustee, partner, employee or the like, or holding any position of management.
- (E) **Gratuity** means any payment of more than nominal monetary value (greater than \$25) in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of State or Federal laws, regulations or other requirements that govern contracting with the PBCC.

The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.

The Contractor shall not, in connection with this or any other agreement with the PBCC, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the PBCC.

The Contractor shall not, in connection with this or any other agreement with the PBCC, directly or indirectly, accept, offer, give or agree to promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the PBCC.

Except with the consent of the PBCC, neither the Contractor nor anyone in privity with Contractor shall accept or agree to accept from, or give or agree to give to any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.

Except upon written consent of the PBCC, the Contractor shall not have a financial interest in any subcontractor or supplier providing services, labor or material on this project.

The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the PBCC in writing.

The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of the provisions set forth herein.

The Contractor, upon the inquiry or request of any federal or state agency shall provide or, if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the agency to the Contractor's integrity or responsibility, as those terms are defined by any applicable statute, regulation or management directive. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Agreement unless otherwise provided by law.

For violation of any of the above provisions contained in this Section 34, the PBCC may terminate this Agreement, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, and claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder. These rights and remedies are cumulative, and the use or non-use of any one remedy shall not preclude the use of all or any other remedy. These rights and remedies are in addition to those the PBCC may have under law, statute, regulation or otherwise.

## **SECTION 35.**

### **NOTICE**

Except as otherwise provided in this Agreement, all notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when (i) delivered in person, or (ii) when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, or (iii) when sent for delivery by an overnight delivery service which requires the signature of the party who accepts delivery. All notices shall be directed to the party to receive the same at its address stated below or at such other address as may be substituted by notice given as herein provided.

**To PBCC:**

Jennifer Pensinger, Executive Director  
PA Breast Cancer Coalition  
2397 Quentin Road, Suite B  
Lebanon, PA 17042

**To Contractor:** Complete and submit

Attachment D, Notice and Payment Provisions

**SECTION 36.**  
**ASSIGNMENT OF ANTI-TRUST CLAIMS**

Contractor and the PBCC recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal anti-trust laws are, in fact, borne by the PBCC. As part of the consideration for the award of this Agreement, and intending to be legally bound, Contractor assigns to the PBCC all right, title and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal anti-trust laws relating to the goods or services which are the subject of this Agreement.

**SECTION 37.**  
**LAWS AND REGULATIONS**

This Agreement is subject to the provisions of all pertinent Federal, State and local laws and regulations and all amendments made thereto.

Definitions of service, eligibility of recipients of service, and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and local laws and regulations without further notice to the Contractor.

**SECTION 38.**  
**CORPORATE PRACTICE OF MEDICINE DOCTRINE**

The Contractor shall comply with and not violate the corporate practice of medicine doctrine.

**SECTION 39.**  
**HUMAN RESEARCH, HUMAN ANATOMICAL SUBSTANCE, HUMAN CADAVERS**

The Contractor agrees that all human subject research, including but not limited to research which obtains personally identifiable information or data through intervention or interaction with an individual, shall be prohibited unless the Contractor also certifies that prior written approval of its own or another institutional review board (IRB) has been obtained or the research has been exempted. This provision is subject to all applicable laws, including but not limited to, 42 U.S.C. §3515(b) (relating to prohibitions on funding certain experiments involving human participants) and the regulations thereunder.

Prior, voluntary, written and informed consent of each subject shall be obtained. If the subject is a minor or incompetent, the prior, voluntary, written and informed consent of their legal guardian shall be required.

The Contractor shall inform each potential subject prior to their consent that refusal will not result in the loss of any benefits to which the subject is otherwise entitled from the federal government, the Commonwealth, the Contractor, any sub-contractor, or any third party insurer.

All grants involving human subjects, human anatomical substance, and/or human cadavers must be reviewed and approved by the Contractor's appropriate IRB or biosafety committee prior to the initiation of any research.

**SECTION 40.**

## PAYMENT PROVISIONS

Subject to the availability of PA Breast Cancer Coalition funds and the terms and conditions of this Agreement, the PBCC shall pay the Contractor for the costs incurred by Contractor in the performance of the Scope of Work and in accordance with budget detail approved and attached hereto as Exhibit C and incorporated by reference as if more fully set forth herein.

All requests for modifications to the project Budget shall be made in writing to the PBCC and submitted with an explanation for the modified items, and assurances that the modified expenditures remain within the approved Scope of Work. Budget modifications require the PBCC's prior written approval.

Payments will be made as set forth in Section 2 of this Agreement.

The PBCC, at its sole discretion, may disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Agreement or any budget detail approved in writing by the PBCC and to adjust, at the PBCC's sole discretion any payment to the Contractor accordingly.

The PBCC, at its sole discretion, may withhold up to twenty percent (20%) of reimbursement due pursuant to this Agreement until the Project Officer has received all required reports.

Contractor shall send invoices to PBCC to either of the following addresses:

Email:

Tricia Grove  
Director of Finance and Administration  
[tricia@pabreastcancer.org](mailto:tricia@pabreastcancer.org)

Mailing Address:

Tricia Grove  
Director of Finance and Administration  
PA Breast Cancer Coalition  
2397 Quentin Rd., Suite B  
Lebanon, PA 17042

Contractor shall complete and submit Attachment D, Notice and Payment Provisions, identifying how PBCC is to direct payment to Contractor upon receipt of quarterly invoices.

## **SECTION 41.** INTEGRATION CLAUSE

The Parties agree the whole of their agreement is set forth in this Agreement, and there is no verbal or other written agreement, and no understanding or custom affecting the terms of this Agreement.

This Agreement may be modified only by a written instrument signed by the Parties.

## **SECTION 42.** CONTRACT CONSTRUCTION

The provisions of this Agreement shall be construed in accordance with the provisions of the Laws of the Commonwealth of Pennsylvania.

All questions or disputes arising between the parties hereto respecting any matter pertaining to this



Agreement or any part thereof or any breach of contract arising thereunder shall be referred to compulsory arbitration by the parties to resolve such questions and disputes if the parties are unable to resolve them between themselves.

Settlement of disputes under this Agreement must be completed prior to the final payment to the Contractor.