

## Memorandum of Understanding entered into <date>

### Memorandum of Understanding

Between

**A BREATH OF HOPE LUNG FOUNDATION (ABOHLF)**

And

**DONOR OR DONOR GROUP TO BE NAMED IN GRANT**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the *A Breath of Hope Lung Foundation* and the donor (represented by donor's key contact) to name one fellowship AS \_\_\_\_\_ in honor or memory of \_\_\_\_\_.

#### **Background**

A Breath of Hope Lung Foundation's mission is to improve the survival rate of lung cancer by funding critical science and innovative research projects being conducted at U.S. research centers, raising awareness that leads to earlier diagnoses, and supporting lung cancer patients and their families.

As detailed in this MOU, A Breath of Hope Lung Foundation has determined that financial support from <donor> has furthered the Foundation's tax-exempt purposes and helped create organizational growth. Therefore, the Foundation will name one of its <year> fellowships as the \_\_\_\_\_ Award in honor or memory of \_\_\_\_\_.

#### **Purpose**

As detailed in this Memorandum of Understanding (MOU), the A Breath of Hope Lung Foundation has determined that financial support from <donor> has furthered the Foundation's mission and has helped make possible the \$150,000 research fellowship and RFP (request for proposal) that will open <date, year>. Furthermore, the <donor> has proven themselves to be excellent supporters of the A Breath of Hope Lung Foundation mission and vision.

Therefore, out of appreciation for the <donor>, the <year> A Breath of Hope Research Fellowship focused on <research theme> shall be named: **The \_\_\_\_\_ Award.**

#### **Terms and Conditions of the Memorandum of Understanding**

1. This MOU will commence on the effective date below
2. Nothing in this agreement shall constitute the naming of the <donor> as agents or legal representatives of the Foundation for any purpose whatsoever. This MOU shall not be deemed to create any relationship of agency, partnership or joint venture between the <donor> and the Foundation, and the <donor> will make no claims or presentation of such to any person or entity.

3. These funds are not to be used in any attempt to influence legislation as described in Internal Revenue Code Section 501 (C) (3). No agreement, oral or written, to attempt to influence legislation has been made between the Foundation and the <donor>.
4. The <donor> hereby irrevocably and unconditional agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the <donor>, its employees, volunteers, family members or agents, in accepting funds, in expending funds or in carrying out the daily activities of the award, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.
5. The Foundation hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the <donor>, its employees, volunteers, family members or agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Foundation, its employees or agents, in accepting funds, in expending funds, or in carrying out the daily duties of the Foundation.
6. This MOU shall be governed by and construed in accordance with the laws of the State of Minnesota.
7. This MOU shall supersede any oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the matter hereof.

**A Breath of Hope Lung Foundation will:**

- Create Request for Proposal (RFP) and submit to researchers at U.S. research institutions across the country (date, year)
- A Breath of Hope Research Committee, along with their national expert panel, reviews grant and selects the awardee of the grant (months)
- A Breath of Hope Lung Foundation provides the public and the <donor> with the name of the winning researcher and selected project through its marketing channels
- This named grant will be acknowledged and recognized in several ways, including but not limited to the following:
  - The Award named on RFP that is launched nationally
  - Press Release
  - Special photo opportunity with donor and winning researcher at check presentation if donors choose to attend at their own expense
  - Special recognition in local paper and A Breath of Hope's Newsletter (sent to 18,000 supporters)
  - Special recognition on A Breath of Hope website
  - Inclusion in A Breath of Hope social media announcements
  - Video excerpt to be featured on A Breath of Hope website to highlight why the <donor> chose to fund this organization and what this research project means to the <donor> on a personal basis

**The <donor> will:**

- Sign Memorandum of Understanding to establish terms and conditions for <year> naming grant
- Contact Executive Director if they have interest in establishing a restricted fund and separate MOU with A Breath of Hope Lung Foundation for future naming grant opportunities

**Purpose and description of the *A Breath of Hope Research Fellowship***

A Breath of Hope Lung Foundation (ABOHLF) will provide funding to clinical investigators in the form of a two-year \$150,000 award designed to support salaries and other costs related to retaining research talent in the field of lung cancer. Lung cancer is the deadliest cancer killing 160,000 Americans each year, yet research funding support remains disproportionately low per cancer death compared to other cancers.

Consequently, there is a departure of talented scientists from lung cancer research to other, better funded research fields. Through these fellowships, ABOHLF ensures that chosen research institutions have the resources needed to retain bright young scientists committed to reducing the U.S. lung cancer mortality rate.

Most lung cancer cases are diagnosed in stages III and IV. An earlier diagnosis can increase chances of survival. Cancer that's diagnosed at an early stage, before it's had the chance to get too big or spread, is more likely to be treated successfully. If the cancer has metastasized, treatment becomes more difficult, and a person's chances of surviving are much lower.

This fellowship is focused on <topic>.

**Duration – Two Years**

Payments of \$37,500 are made to researcher's institution by ABOHLF biannually on <dates of four payments> per terms of RFP announcement.

**Contact Information**

<Donor information>

A Breath of Hope Lung Foundation  
 Nancy Torrison  
 Executive Director  
 PO Box 387  
 Wayzata, MN 55391  
 952-807-6111  
 nancy@abreathofhope.org

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 <donor>

Date:

\_\_\_\_\_  
(ABOHLF authorized signatures: Nancy Torrison, Executive Director of A Breath of Hope Lung Foundation) and Board Chair.

Date:

\_\_\_\_\_ Date