Arnold and Mabel Beckman Foundation

2021 Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences

Award Terms Acknowledgement

The following Terms and Conditions will be included in all awards made from this funding opportunity. **The Arnold and Mabel Beckman Foundation will not consider any amendments to these Terms and Conditions --with the exception of Clauses 15 e. and/or 15 f.-- and only if an institution is an agency or municipality of the state and is specifically precluded by state law.** The State Law reference must be included in the section below in order to complete this request. The signers of this document must be a Contracts Senior Officer or Chief Academic Officer (Chancellor/Provost/President) with signing authority and the authority to commit the Institution to the terms and conditions as stated in the award letter at time of award. Additional signatures are required by the proposed mentor and applicant.

**No additional documents may be attached to this Award Terms Acknowledgment for Foundation consideration.**

Instructions: Execution of the Award Terms Acknowledgement is considered complete by completion of three (3) signature pages and upload of entire document.

***Award Terms Signature Page 1 of 3:   
Institutional Authority – Contracts Senior Officer or Chief Academic Officer***

By my signature, I acknowledge that I have reviewed the Terms and Conditions for receiving the award funding, and will agree to the terms therein if selected for award. **MUST SELECT ONE BELOW:**

\_\_\_\_\_ Accepted As-is

\_\_\_\_\_ Request removal of Clauses 15 e. As an agency or municipality of the state, our Institution is unable to accept these terms. **State Law reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_ Request removal of Clauses 15 f. As an agency or municipality of the state, our Institution is unable to accept these terms. **State Law reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Name/Title - Printed

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

Signature, Contracts Senior Officer, or Chief Academic Officer

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

Institution - Printed

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

Applicant’s Name – Printed Date

Arnold and Mabel Beckman Foundation

2021 Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences

Award Terms Acknowledgement

***Award Terms Signature Page 2 of 3: Proposed Mentor***

By my signature, I acknowledge that I have reviewed the Terms and Conditions for receiving the award funding, and will agree to the terms therein if selected for award.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Mentor, Name/Title Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature, Mentor

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

Institution - Printed

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

Applicant’s Name – Printed Date

Arnold and Mabel Beckman Foundation

2021 Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences

Award Terms Acknowledgement

***Award Terms Signature Page 3 of 3: Applicant***

By my signature, I acknowledge that I have reviewed the Terms and Conditions for receiving the award funding, and will agree to the terms therein if selected for award.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Applicant, Name Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature, Applicant

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Institution – Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

Arnold and Mabel Beckman Foundation

2021 Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences

Award Terms & Conditions

[Institution] agrees to follow the terms and conditions outlined below and to expend the award from the Arnold and Mabel Beckman Foundation exclusively to support the recipient of the Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences

1. Terms, Conditions and Timing of Award.  The Foundation agrees to provide the [Institution] with an Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences Award for the sole support of [Selected Fellow], under the mentorship of [Mentor]. The Grant will be disbursed by the Foundation as follows:
   1. Payout, Purpose and Use of Grant: The Grant shall be in the amount of up to $180,000, over a period of two consecutive years (Year 1 and Year 2), with an optional third year of support for $90,000 by renewal. Payments will be made in or around June of each year of funding. Favorably reviewed Grants may be renewed in the recipient’s second year, for a third and final year of funding.
      1. ACH/Wire Instructions: Award funds will be distributed to the [Institution] through ACH/Wire transfer. Please remit [Institution] ACH/Wire transfer instructions and [Institutional] contact information (name, department, email and phone number).
      2. Funding Acknowledgement Letter: To accompany the ACH/Wire transfer each year of the award, a Funding Acknowledgement Letter for countersignature will be sent to [Selected Fellow] via email.
   2. Program Year: July 1 – June 30 for each year of the award. See Section 2. Reports for deliverable schedule.

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* 1. Year Three Renewal Applications. During Year Two of the Grant, [Selected Fellow] may submit a request for a third year of renewed funding. Renewal applications will be accessible on the Foundation’s Online Grant Application and Reports Portal.

Renewal requests are due November 15, 2022. Approval will be granted for those requests which:

1. Demonstrate academic/research productivity,
2. Provide a detailed plan for accomplishments with the third year of funding, and
3. Provide a positive letter of recommendation and support of the effort by the mentor.

The Arnold and Mabel Beckman Foundation will provide commitment to third year funding in February 2023

* 1. The Grant shall be employed exclusively by the Arnold O. Beckman Postdoctoral Fellow in Chemical Sciences, [Selected Fellow], for the proposed research entitled “[Title of Selected Fellow’s Proposal].”
  2. Grant funds for a given year of support may be disbursed by the Foundation in one or more payments over a given year, beginning June 2021.
  3. Expenditure of the yearly Grant funds should be made according to the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Annual Stipend | Annual Research Expenditures | Annual Fringe Benefits (medical/dental/health) | Instrumentation Build (onetime payment up to) |
| $70,000 | $10,000 | $10,000 | Not applicable |

* 1. If an institution’s salary scale for the postdoctoral fellow’s position is higher than the salary amount provided by the grant, the institution must supplement the Fellow’s salary in order to make the fellow “whole” or “equivalent/equitable” to an institutionally supported fellow (often designated an Employee of the institution).
  2. If the cost of fringe benefits exceeds the institutional allowance provided by the grant, the institution must cover these costs in order to make the fellow “whole” or “equivalent/equitable” to an institutionally supported fellow (often designated an Employee of the institution).
  3. Grant funds used to support research expenditures may be used flexibly, and at a rate determined by the Fellow, for items such as equipment, consumable supplies, travel to scientific meetings, and training courses. Equipment purchased wholly with funds from this grant will be considered the property of the Fellow, and the disposition of the equipment at the end of the grant term will be at the sole discretion of the Fellow. The anticipated Grant funds use shall be detailed in the annual budget reports due in the May prior to each budget year.

* 1. If grant funds are placed in an interest-bearing account by [Institution], all monies, including accrued interest, must be used exclusively to support [Selected Fellow]’s research for which the Grant was made.
  2. [Institution] agrees to expend the Grant solely for the purposes described in this Award letter and as indicated in the [Selected Fellow’s Application]. Failure to comply with the terms of this Grant may result in an audit, return of all materials and equipment purchased using Grant funds to the Foundation, and a refund of all unexpended funding.
  3. It is expected that the Grant funds will be fully expended within the grant period. Extensions to the expenditure schedule must be requested in writing from the Foundation by May 15 of the budget year.
  4. Recipients of the Grant shall carry the name: Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences alone and not in conjunction with any other name. [Selected Fellow] may not hold another fellowship during the award term.
  5. Supplemental funding for the research proposed herein is permitted so long as there is no conflict with meeting the terms of the Award as provided herein. The Foundation must be notified immediately if any additional funding is received for this research from another source, along with the agreed upon terms/conditions of the additional funding. Supplemental funds expended for this research must be included in the annual report submitted to the Foundation.
  6. [Selected Fellow] agrees to pursue the Foundation funded research on a full-time basis during the grant period.
  7. [Selected Fellow] will pursue their independent research project within the laboratory of the mentor identified in the application, as delineated in the Mentorship and Career Development Plan in the proposal.

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* 1. Beckman Symposium. [Selected Fellow] may be invited to attend and participate in the annual Beckman Symposium in August of each of their award years. Recipients who have requested and received approval for a third year of funding may also be invited in Year Three. A formal notification and invitation will be provided to the Fellow. Travel and hotel accomodations will be provided by the Arnold and Mabel Beckman Foundation. The dates are as follows:
* Year One: August 5-8, 2021
* Year Two: August 4-7, 2022
* Year Three: August 3-6, 2023
* Post-award: TBD (Yr 3 Renewals only)
  1. Non-profit organization. [Institution] meets the Arnold and Mabel Beckman Foundation’s requirement as a 501C (3), or similarly qualifying, non-profit organization. See [Selected Fellow’s Application].
  2. Institutional Support. [Institution] hereby agrees to uphold and provide the stated Institutional Support as indicated in [Selected Fellow’s Application], specifically 1) laboratory space; 2) shared facilities; 3) equipment; and 4) overhead & administrative support.
  3. No overhead or indirect costs. As a matter of policy, the Foundation does not provide funds for overhead and indirect costs. The Grant shall not be used for the following:
     1. General institutional expenses.
     2. General fundraising campaign expenses such as dinners and mass mailings.
     3. As a grant or contribution for the benefit of any person other than [Selected Fellow] or as a contribution to unified funds or to a pooled fund that is itself used to award grants of any kind.
     4. Social science, religious, political, or other research that does not fall within the Foundation’s areas of interest as described above.

1. Reports. As a requirement to receiving funding, the Arnold and Mabel Foundation requires the following reports to be submitted at the specified times as indicated in the chart below.

Submission guidelines will be available through the Arnold and Mabel Beckman Foundation Online Grant Application and Reports Portal System:

<https://beckman-foundation.smapply.io/>

An invitation to access the Reports Portal will be distributed prior to submission deadline via email from [noreply@smapply.io](mailto:noreply@smapply.io). Please add this address to your email contacts to ensure delivery.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **2 Year Grant – Standard Reporting\*** | | | | |
| **Reports & Deliverables** | **Year One**  **July 1, 2021 – June 30, 2022** | **Year Two**  **July 1, 2022 – June 30, 2023** | **Post Award** |
| Symposium | Aug 5 - 8, 2021 | Aug 4 - 7, 2022 | Aug 3 - 6, 2023 |
| Budget | May 15, 2022 |  |  |
| Annual Report | 60 days following program year end | 60 days following  program end |  |
| Video |  | 60 days following  program end |  |
| \* See Exhibit A – for variations on Reports & Deliverables based on renewals, no-cost extensions | | | | |

* 1. Symposium Presentations: [Selected Fellow] will be asked to exhibit their research supported by the Foundation through poster presentations each year of the grant term.
  2. Budget. Prior to receiving Grant funding, [Selected Fellow] and [Institution] will submit a proposed budget for the year, **prior to May 15** of each year starting in May 2022.

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* 1. Annual Report. At the end of years one, and two, and three if a renewal is requested and approved, a written progress report of [Selected Fellow]’s research supported through the Grant to [Institution] must be submitted to the Foundation within 60 days of end of each program year. For Annual report due dates for grants with Year 3 Renewals and/or No-Cost Extensions, refer for Exhibit A. Each progress report shall be signed by the recipient, mentor and institution, and include:
     1. Research Progress. A report of research progress, including any findings during the past year and a description of research goals for the coming year.
     2. Publications. A listing of publications, special presentations, and recognition associated with the work supported by the Foundation; include copies of printed materials and videos.
     3. Developments. Unusual developments that suggest major departures from the initially identified work.
     4. Awards/Recognitions. A listing of awards and recognitions received during the program year.
     5. Mentor Reporting. A report by the mentor summarizing the Fellow’s progress and training.
     6. Expenditure Report. An Official Year-End Expenditure Report (signed by the institution’s financial officer) with details of spending to date and expected balances at the end of the year. The carryover of any unexpended funds is permitted at the:
        1. End of year one, with a detailed explanation for the carryover; or
        2. End of year two, with a detailed explanation for the carryover, only if a third year of support has been requested/approved.

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1. No-Cost Extension. Under special circumstances, a single no-cost extension request may be considered by the Foundation solely for the purpose of completion of the proposed research utilizing the unexpended funds distributed through the award term. A no-cost extension may be requested for either the end of the initial 2-year award or at the end of the third year if funding was renewed. An approved no-cost extension shall not exceed a 3-month period beyond the award cycle end. The following conditions must be met prior to approval:
   1. [Selected Fellow] must submit a formal no-cost extension request to the Arnold and Mabel Beckman Foundation, three months prior to the end of the award term. The request must include a projected Spend Report with reasons in support of the request.
   2. If approved, the Foundation will execute a No-Cost Extension agreement for signing by the recipient and institutional representative.
   3. Additionally, the recipient is required to update all required reports within 60 days following the end of the No Cost Extension.
   4. No additional funds may be obligated by the Foundation through the approval of the No-Cost Extension.
2. Transfers. If, during the term of this award, [Selected Fellow] chooses to transfer to a new 501C (3), or similarly qualifying, nonprofit institution, a request to transfer the Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences may be considered by the Foundation, pending submittal of the required transfer documents listed below. If approved, the Foundation will issue a new award letter to the new institution for timely signature. If an institutional transfer occurs mid-year, unexpended funding will be returned from the current institution to the Foundation, and the Foundation will then wire the remaining funds to the new institution after the signed award letter is received. To proceed with the transfer request, the following documents are required:

**Current Sponsoring Institution to provide:**

1. Final Expenditure Report – indicate funds to be returned to the Foundation, if any
2. Fellow’s Justification for Transfer Request: ½ page
3. Fellow’s Research Progress Report
4. Mentor’s Progress Report
5. Termination agreement letter: Institutional letter indicating approval of the transfer, stop date of award; signed by Fellow, Mentor and Institutional contact
6. ACH/Check: return remaining funds, if any, to the Arnold and Mabel Beckman Foundation within 60 days of award termination

**New Institution to provide:**

1. Transfer Agreement Letter: Institutional Letter identifying the level of support to the Fellow and Mentor throughout the award period, including but not limited to: lab facilities, computing resources, overhead, indirect and fringe benefits. Letter must also include agreement to and acceptance of the transfer of the Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences and these award terms, including start date of new fellowship; signed by Fellow, Mentor and Institutional contact.
2. Sponsor Mentor Plan (Choose one of the options below: i. Existing Mentor or ii. New Mentor)
   * 1. Existing Mentor:
        1. Indicate any variances from the Mentorship Plan as provided in original application; if major changes are anticipated, please provide the items requested below in Section ii. New Mentor.
     2. New Mentor:   
        The Mentor(s) should describe:
        1. Their current laboratory staffing and management, including but not limited to, how lab meetings are organized, the chain of command, expectations of the fellow in the lab and opportunities for developing collaborations.
        2. A contingency plan for how the Fellow’s research training will be supported should there be a gap in the mentor’s funding, and/or the mentor leaves the institution during the proposed award period.
        3. The research environment and the availability and quality of needed research facilities and research resources (e.g., equipment, laboratory space, computing resources, subject populations).
        4. The role of the mentor in the integrated research and training, supervision, and counseling of the fellow. This should include how the mentor will guide the fellow in securing experiences outside of the research experience.

1. Institutional Contact responsible for Award Administration: name, email, address, phone.
2. Finance Office Contact responsible for ACH/Wire Transfer information, verification of account and receipt of funding.
3. ACH/Wire Instructions: Award money will be sent via ACH/wire transfer after signature of award letter.
4. IRS Determination Letter indicating 501C (3), or equivalent, status.

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1. Terminations. If, during the term of this award, [Selected Fellow] chooses to terminate the fellowship, either due to transfer to a non-qualified institution or through accepting another fellowship or job offer, the Foundation will process terminations in the following manor:  
   1. Move to Industry/Governmental Lab: Fellows who accept a position in industry, a governmental lab, or other non-qualified institution, during the award term will forfeit the remainder of funding. Within 60 days of fellowship termination, all annual/final reports and any unspent funds are due to the Foundation. See Section 2.c, Annual Reports, for details.
   2. Move to Academia Tenure Track or Research Position: Fellows who accept an academic faculty or full-time research position at an academic US research institution that carries 501C (3) or equivalent status during the term of this award will be allowed to transition their remaining funding, from current program year, to their new institution. All annual/final reports and any unspent funds must be submitted to the Foundation within 60 days of award end date. The transfer of funds to the new institution will be made by the Foundation after receipt and review of the final reports. See Section 2.c, Annual Reports, for details.
   3. Accept another Fellowship: Fellows terminating this fellowship to accept another fellowship must submit all final reports and return unexpended funds within 60 days of termination. See Section 2.c, Annual Reports for details.
2. Video. At the end of the last year of funding, either Year Two, or Year Three, if a third year renewal was approved, [Selected Fellow] and [Institution] will submit a 4-8 minute impactful, professional video, produced for a non-scientific audience, within 60 days of award termination, for use by the Arnold and Mabel Beckman Foundation on its website or for promotional/education purposes. Scheduled submittal is as follow:  
   1. A draft version of the video must be submitted and approved by the Foundation at least one month prior to submittal of the final edition; and
   2. Fellow’s terminating the award prior to end of Year 1 have the option to submit a video, although it is not required; or
   3. Fellow’s terminating the award at any point in Year 2 or Year 3 are required to submit the final video within 60 days of Fellowship termination.

The video will include:

* + 1. Value Statement regarding Dr. Arnold O. Beckman’s contributions to science and the impact of his innovations as they relate to new discoveries (see Arnold O. Beckman Legacy below). Explain how the Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences prepared [Selected Fellow] for success as a leader and innovator in science, engineering and technology.
    2. Video segment depicting the research:
       1. Take the audience on a scientific journey of [Selected Fellow]’s research and fellowship term.
       2. Describe the direction of [Selected Fellow]’s research.
       3. Use color slides and inset videos to describe the science.
       4. Avoid long monologues.
       5. Must be in mpv format

1. Parental Leave. The Arnold and Mabel Beckman Foundation will work the [Selected Fellow] and [Institution] in providing supplemental funding and an extension of grant timeline of up to 4 months for an Arnold O. Beckman Postdoctoral Fellow caring for their child following birth and/or adoption. Postdoctoral Fellows should advise the Foundation 90 days prior to the anticipated start of their leave and may submit a request at that time for supplemental funds, described below, and an extension of the grant.

Postdoctoral Fellows should first apply for the parental leave benefits offered by their Institution. If the Institution does not provide full parental leave benefits, the Foundation will consider requests for supplemental funding to cover any reduction in income or benefits, and funding to cover the costs of maintaining research or laboratory expenses while the Postdoctoral Fellow is on leave, up to 4 months. The Foundation will evaluate these requests and provide a determination of approval/denial within 30 days

1. Review and Site Visit. The Foundation reserves the right to schedule site visits to the [Selected Fellow]’s research laboratory and reserves the right to require interim status reports regarding the progress of the research and expenditure of funds subject to the Grant. A review of [Selected Fellow’s]’s Grant research progress may be conducted at any time by an external scientific review committee, appointed by the Foundation.
2. Audit & Repayment. The Foundation shall have the right, at any time during the term of the Grant, to cause an independent audit to be performed of the accounts related to the Grant held by [Institution]. Should the audit prove unsatisfactory in the direction of the Foundation, the Foundation has the right to terminate the Grant immediately and [Institution] agrees to return all unexpended funds. The repayment of funds to the Arnold and Mabel Beckman Foundation must occur within 60 days from date of termination.
3. Allocation of Liability. [Institution] hereby assumes any and all risks of personal injury and property damage attributable to its acts or the acts of its officers, employees, and agents, in the performance of its respective obligations under this agreement, including but not limited to [Selected Fellow] and any individuals working with or under [Selected Fellow]’s.
4. Presentations & Talks. The Foundation may request [Selected Fellow] to present public talks targeting a general audience about the research funded under this grant. These talks, together with supporting materials, will be made available to the public, apprising the community of recent advances and development in the scientific research.
5. Social Media. Announcements and updates made through social media should acknowledge the Arnold and Mabel Beckman Foundation through utilizing #BeckmanFoundation and the following social media handles:  
   * 1. LinkedIn & Facebook: Arnold and Mabel Beckman Foundation
     2. Twitter: @BeckmanFdn
     3. Instagram: @BeckmanFoundation
6. Name Recognition. All media announcements regarding research supported by the Foundation related to the Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences, including presentations, publications, openings, conferences, etc., must prominently acknowledge the support of the Arnold and Mabel Beckman Foundation. Copies of such must be sent to the Foundation within 60 days of publication.
7. Naming. Naming language shall be as follows:
   * 1. Arnold and Mabel Beckman Foundation; or
     2. Arnold O. Beckman Postdoctoral Fellow; or
     3. Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences; or
     4. Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences Award
     5. Arnold O. Beckman Postdoctoral Fellowship Award in Chemical Sciences; or
     6. Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences Program; or
     7. Dr. Arnold O. Beckman; or
     8. Dr. Beckman; or
     9. Arnold O. Beckman, PhD

The Arnold and Mabel Beckman Foundation **SHALL NOT** be referred to as the “Beckman Foundation”.

1. Miscellaneous:
   1. Notices. Notices given under this agreement shall be in writing, and shall be served in one or more of the following methods: personally; delivered by first class registered or certified, return receipt requested U.S. mail; or electronic mail. Notice to the Foundation shall be sent to the addresses as specified in this agreement, or other addresses as either party may specify in writing. All notices shall be effective upon receipt by the party to which notice is given, or within five (5) days following the date of mailing, whichever occurs sooner.

Arnold and Mabel Beckman Foundation Postdoc Program Officer

100 Academy Way aobpostdoc@beckman-foundation.org

Irvine, CA 92617 Phone: 949-721-2246

Phone: 949-721-2222

* 1. Severability. Every provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or the legality of the remainder of this agreement.
  2. Successors. This agreement is not assignable. It is personal to each party hereto and is not assignable in whole or in part by any party hereto.
  3. Entire Agreement; Amendments. This agreement contains the entire understanding among the parties hereto and supersedes any prior understandings and agreements between them respecting the subject matter hereof. No amendment, alteration or modification of this agreement shall be binding unless in writing and signed by all of the parties hereto.
  4. Prevailing Party Attorneys’ Fees and Expenses\*. In any action, suit or proceeding (collectively, “Action”) arising from or related to this agreement, the prevailing party shall recover from the other party its reasonable attorneys’ fees and expenses incurred in (or in connection with) such Action – including any appeals or petitions. Recoverable expenses shall include, without limitation, discovery costs and expert witness fees.
  5. Personal Jurisdiction, Forum Selection and Governing Law\*. This agreement is made and entered into in Orange County, California, and the courts of the State of California shall have exclusive jurisdiction over any Action arising from or related to this agreement. Any such Action shall be filed in federal or state court located in Orange County, California. California law governs and shall be applied in all Actions arising from or related to this agreement.
  6. Cloud-Based Systems: The Arnold and Mabel Beckman Foundation utilizes cloud-based storage systems for applications, reports, awards and Foundation materials. The Foundation shall not be held responsible for loss or breach of data from third-party vendors.
  7. Joint Preparation of this Agreement. This agreement shall be interpreted and construed as if drafted jointly by all the parties, and no rule or law interpreting an agreement (or any provision in an agreement) against a party on the basis that such party drafted the agreement shall apply in any Action arising from or related to this agreement.
  8. No Third-Party Beneficiaries. This agreement is for the sole benefit of the parties. Nothing in this agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.
  9. Counterpart Execution. This agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.
  10. Code of Conduct.All program awardees, institutional mentors and contacts within the Arnold and Mabel Beckman Foundation community must at all times govern their social and academic interactions with honesty, tolerance and mutual respect so that all involved are enriched by their experiences and are prepared for full and enlightened participation in a diverse society. Acts of academic dishonesty, intolerance, hatred or violence toward others based on race, religion, sexual orientation or expression, disability, gender, age or ethnic background are antithetical to the Arnold and Mabel Beckman Foundation’s fundamental principles and values and may result in removal from Foundation sponsored events and/or loss of award.

1. Arnold O. Beckman Legacy.

*“I have done more for science in general by making instruments available for thousands to use than what I could do in my laboratory by myself.” --Arnold O. Beckman, PhD*

Dr. Beckman always considered the greater good, whether it was through his scientific innovations, business dealings or personal relationships. The Arnold and Mabel Beckman Foundation holds steadfast to the directives of Dr. Beckman and his wife Mabel, his values and the mission of the Foundation. Dr. Beckman believed strongly in reinvesting in science and research, supporting the up and coming scientists and looking for the future “Arnold Beckmans” of the world. In turn, the Foundation tasks each recipient of an Arnold and Mabel Beckman Foundation award to employ a similar “pay it forward” philosophy by promoting the legacy of Dr. Beckman, his values and his scientific contributions through their interactions in the scientific community and the world. Award recipients fulfill this task by serving as Dr. Arnold O. Beckman’s living legacy and, as a means of continuing Dr. Beckman’s mission for the sciences, each recipient is called upon to serve on the review committees and panels, lending their scientific expertise to the further development and evolution of the programs supported by the Foundation.

**Rules for Success  
Arnold O. Beckman, PhD**

* + - 1. Absolute integrity at all times.
      2. There is no satisfactory substitute for excellence.
      3. Everything in moderation…including moderation itself.
      4. Only by taking risks do you make progress.
      5. Never do anything to harm others.
      6. Never do anything for which you will be ashamed later.
      7. Don’t take yourself too seriously.

1. Execution. Institutional endorsement from the Chief Academic Officer or other properly authorized individual and [Selected Fellow’s] acknowledged acceptance of the terms of the Arnold O. Beckman Postdoctoral Fellowship in Chemical Sciences Award. Should [Institution] and/or [Selected Fellow] fail to comply with these terms noted above, funding of current awards may cease, repayment of funds will be requested and future awards to either party will not be considered.

<Signature page will follow if selected for funding>

Exhibit A – Variations on Reports & Deliverables -

|  |  |  |  |
| --- | --- | --- | --- |
| **2 Year Grant – WITHOUT Year 3 Renewal - WITH a No-Cost Extension** | | | |
| **Reports & Deliverables** | **Year One**  **July 1, 2021   June 30, 2022** | **Year Two**  **July 1, 2022 –**  **June 30, 2023** | **Post Award**  **No-Cost Extension**  **July 1, 2023 –**  **Sept 30, 2023** |
| Symposium | Aug 5 - 8, 2021 | Aug 4 - 7, 2022 | Aug 3-6, 2023 |
| No-Cost Extension  (if needed) |  | May 15, 2023 |  |
| Budget | May 15, 2022 |  |  |
| Annual Report | 60 days following program year end | 60 days following program year end | 60 days following program end |
| Video |  |  | 60 days following program end |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **2 Year Grant – WITH Year 3 Renewal – WITHOUT a No-Cost Extension** | | | | |
| **Reports & Deliverables** | **Year One**  **July 1, 2021 – June 30, 2022** | **Year Two**  **July 1, 2022 – June 30, 2023** | **Year Three**  **July 1, 2023 - June 30, 2024**  **(Renewal)** | **Post Award** |
| Symposium | Aug 5 - 8, 2021 | Aug 4 - 7, 2022 | Aug 3 - 6, 2023 | Aug 1 -4, 2024; tbd |
| Year 3 Renewal Request |  | November 15, 2022 |  |  |
| Year 3 Renewal Approval |  | February 2023 |  |  |
| Budget | May 15, 2022 | May 15, 2023 |  |  |
| Annual Report | 60 days following program year end | 60 days following program year end | 60 days following program end |  |
| Video |  |  | 60 days following program end |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **2 Year Grant - WITH Year 3 Renewal & WITH a No-Cost Extension** | | | | |
| **Reports & Deliverables** | **Year One**  **July 1, 2021 – June 30, 2022** | **Year Two**  **July 1, 2022 – June 30, 2023** | **Year Three**  **July 1, 2023 – June 30, 2024 (Renewal)** | **Post Award**  **No-Cost Extension**  **July 1, 2024 – September 30, 2024** |
| Symposium | Aug 5 - 8, 2021 | Aug 4 - 7, 2022 | August 3 - 6, 2023 | August 1 - 4, 2024; tbd |
| Year 3 Renewal Request |  | November 15, 2022 |  |  |
| Year 3 Renewal Approval Notice |  | February 2023 |  |  |
| Budget | May 15, 2022 | May 15, 2023 | May 15, 2024 |  |
| No-Cost Extension  (if needed ) |  |  | May 15, 2024 |  |
| Annual Report | 60 days following program year end | 60 days following program year end | 60 days following program year end | 60 days following program end |
| Video |  |  |  | 60 days following program end |

Exhibit B – Application (Placeholder – Foundation will insert application if awarded)