

CHILDHOOD CANCER PREVENTION CONSORTIUM PARTNERSHIP PARTICIPATION OUTLINE

Introduction: The Childhood Cancer Prevention Consortium is undergoing structural and administrative changes to create more focused and guided impact, greater efficiency, growth, and financial security. The initial foundation of the Consortium is built upon ten organizations with the desire to prevent childhood cancer. The adjustments being made to ***Prevent Childhood Cancer Foundation*** (formerly PREP4Gold) and administrative aspects of the Consortium are a direct reflection of the work and vision of the founding of the Consortium. These adjustments also represent the growth of the Consortium and the need to scale it to demonstrate produce accelerated and greater impact.

Background: The Consortium is structured to resemble other similar disease focused collaborative efforts. Specifically, the original partnership materials were based off the DIPG Collaborative, which has now been functioning since 2011. The vision was to bring together organizations, working together with a scientific advisory council to develop a childhood cancer prevention agenda and strategy. This vision, brought forth by Jonathan Agin and shaped through his efforts, additionally included the continued operation of PREP4Gold. It became abundantly clear that the missions of PREP4Gold and the Consortium were one in the same, and most importantly that the greatest impact would be created by focusing 100% on building the Consortium. Additionally, much of Jonathan's¹ focus and time was spent building the Consortium and concentrating on its activities. What has been created through the Consortium and this specific focus on prevention has never been previously done and is not currently being created outside of the Consortium. We have a unique opportunity to create real and measurable impact.

These updates are a reflection upon the immense opportunity of the Consortium, and the obvious need to ensure that the Consortium is a professionally led and developed coherent and effective effort. The operation of the Consortium is not strictly one of raising money to grant money. Although there will be scientific research projects funded in part by the Consortium, it should be thought of as a holistically designed impact driven mission and vision.

I. Purpose: The purpose of this document is to outline the opportunities available for participation in the ***Childhood Cancer Prevention Consortium***. ***The Childhood Cancer Prevention Consortium*** ("Consortium") is a comprehensive professional initiative that prioritizes the topic of childhood cancer prevention in a thorough and strategic manner. The Consortium builds and creates a collective and cooperative environment for organizations and foundations to collaboratively develop, support, and curate a scientifically driven strategic plan for the prevention of childhood cancer. Partners in the Consortium will work together, along with the Scientific Advisory Council ("SAC"), to create a national childhood cancer prevention agenda and prioritize and stratify the focus of the agenda to ensure near term, mid-term, and long-term action and results. The Consortium develops and ensures the existence of a focused strategy, aggregates precious resources to increase funding efficiency, reduces duplication, fosters innovation, accelerates impact, and insists upon transparency. The Consortium will also include a focus upon advocacy and policy efforts to ensure that the issue of childhood cancer prevention is included in

¹ Jonathan was only a part time contractor.

public health standards as well as regulatory, legislative, and budget planning.² Ultimately, without the creation of this Consortium, the topic of childhood cancer prevention will continue to occupy an insignificant space with minimal funding opportunities and efforts. Through the leadership of the Consortium, we are building the only comprehensive professionally focused multi-stakeholder prevention initiative.

II. Membership: The Consortium will have five (5) levels of partnership participation (“Partner.”). **Supporter; Sponsor; Prevention Partner; Leadership Partner; Visionary Partner.** Specific participation guidelines and specifications will be enumerated further herein. Funds that correspond to partnership participation level are due before 12/31 of the initial year of a Partner’s membership term. All unused funds provided in connection with a Partner’s membership term become the property of the Consortium.

A. Non-Financial Partners: There may be times when a proposed partner is unable to participate with a financial contribution commensurate to a specific partnership level. The Advisory Council (defined and outlined below) may move to admit such a partner upon a review and analysis of the considered partner’s potential contributions to the furtherance of the Consortium.

III. Term: Partnership term is for a two-year (2) period. Partnership is at will and subject to adherence to the partnership guidelines for the Consortium. A Partner may be removed for cause by a vote of two-thirds 2/3 of the then active Partners. Cause shall mean a violation, breach of this Agreement, an intentional or willful act that hinders the operation and mission of the Consortium, or any intentional or unintentional act that creates any appearance of impropriety. Partners are to respect the individuals and organizations that are participants in the Consortium at all times.

IV. Legal Operation and Administration: The Consortium is not a stand-alone separate legal entity. The goal of the Consortium is not to build another external entity that requires an individual legal existence, thus requiring capital and individual time resource commitments for corporate formation and organization. The Consortium shall be operated under the 501(c)(3) Certification of PREP4Gold Childhood Cancer Organization. Accounting of all funds shall be conducted using GAAP accounting practices with the creation of a separate bank account and books. An independent committee, comprised of three (3) individuals from Partner organizations shall be appointed to ensure financial and fiscal oversight of all Consortium funds. Participation in the Consortium does not create a joint venture, legal “partnership” pursuant to state partnership laws, or any intention to merge or forego an individual partner’s mission.

V. Rights of Members (Partner Levels):

A. Supporter: Supporters will offer funds to be utilized for sponsorship of future symposiums and Consortium meetings. Partners at this level will not receive a vote on any topics that will be placed for a vote among Partners. All supporters

² Note, advocacy and policy leadership will be organized by the Children’s Environmental Health Network and organizations involved in the Childhood Cancer Prevention Initiative. Those Partners that wish to participate in all elements of the Consortium, can do so, without any extra level of financial commitment.

will be acknowledged in event marketing and on site. **(\$2,500.00-\$7,500.00 - Initial contribution for term period).**

- B. Sponsor:** Partners at this level will provide funds in support of future symposium and Consortium meetings. Partners at this level will vote on the location of future meetings, topics, and speakers. This level of participation does not provide a partner with a vote on scientific, research, or funding of projects. All sponsors will be acknowledged in event marketing and on site. **(\$10,000.00 - \$14,999.00 – Initial contribution for term period).**
- C. Prevention Partner:** Prevention Partners shall be entitled to vote on proposed disbursement of research and scientific projects, symposium venue, and topics. **(\$15,000.00 - \$24,999.00 – All prevention partners will be acknowledged in event marketing and on site. Initial contribution for term period).**
- D. Leadership Partner:** Leadership Partners shall have the right and be entitled to vote on all areas of Consortium business. In addition, this level of partnership provides the Partner with a vote on accepting new partners and removal of partners under certain enumerated circumstances. All leadership partners will be acknowledged in event marketing and on site. **(\$25,000.00 - \$50,000.00 - Initial contribution for term period).**
- E. Visionary Partner:** Visionary Partners shall be accorded with all the rights and voting rights of all levels of partnership. In addition, Visionary Partners will be individually recognized on any scientific, research, or project grant that is in excess of \$50,000.00. **(\$51,000.00 - and above, initial contribution for term period).**

VI. Conducting Consortium Business

A. Meetings: Periodic meetings will be convened for the purpose of conducting Consortium business, including operations, administration (which may be done by smaller committee), framework of the Consortium, changes to rules, and any other necessary business. Adoption of any modification to Consortium operations will be subject to a simple majority quorum, i.e., fifty-one (51%) of all voting members.³ At all times, if there is a proposed modification to Consortium operations, two-weeks (2) notice shall be provided to all voting members. Any other proposed business of a more substantive nature shall require two-weeks (2) prior notice and documented in writing to all Partners, regardless of voting status. Note, provision of notice to all Partners does not convey voting rights upon partnership levels without such voting rights. Minutes of all meetings shall be circulated and approved by a simple majority of all voting members no later than two-weeks (2) after such a meeting is held.

B. Childhood Cancer Prevention Symposium: Beginning with the initial Symposium held in October 2023, a Childhood Cancer Prevention Symposium shall be held

³ Unless a vote is to be conducted on an issue representing a “material” change, votes may be conducted electronically and by proxy.

biennially, or every other year. The next Symposium shall be held in 2027 at a location and dates approved by the voting members of the Consortium. The purpose of the Symposium will be to create and foster an open scientific environment to discuss the status of existing research, science, and clinical applications, with an emphasis on new research and data, to reduce presentation of previously published research. The Symposium shall be built around the exchange of new ideas, the creation of further research and scientific aims, and the design of action-oriented information that culminates directly in measurable impact. Planning for each biennial Symposium shall be conducted by partnership levels vested with such rights, as well as by the Scientific Advisory Council, Executive Director of PREP4Gold Childhood Cancer Organization, and Executive Director of Children's Environmental Health Network. Attendance levels shall be set and established by the Consortium Administrator and those voting partners vested with such decision-making rights.

C. Consortium Meeting: It is the intention of the Childhood Cancer Prevention Consortium to hold an in-person annual meeting to discuss the business, operations, strategy, results, and all other matters of import to the functioning of the Consortium. All Consortium Partners are entitled to attend this meeting, but only those vested with voting rights on those items of business that necessitate votes shall be involved in such discussions and decisions. Note, depending on available funds, voting Partners at the Leadership and Visionary levels may decide to provide travel reimbursement to certain partnership levels for attendance of the annual Consortium meeting.

D. Periodic Virtual Meetings: Virtual periodic Consortium meetings will be convened to discuss operations and business topics of the Consortium. Notice shall be provided to all Partners at least two weeks (2) in advance of scheduling any periodic Consortium meetings.

F. Confidentiality: Consortium Partners agree to maintain confidentiality in all matters of Consortium business. Confidentiality allows Partners to foster transparent and open communications both internally, as well as within each Partner's organization. Confidentiality will be maintained in all grant funding discussions, including scoring of grant awards, scientific methodology, and scientific focus. Confidentiality is required to ensure that any grant applicants or non-Consortium Partners are not able to influence, create confusion, or apply pressure without being vested in the Consortium. Confidentiality is a requirement of all Consortium Partners. Further, where a grant request, or scientific presentation or discussion may contain information subject to an embargo, Partners are expected to adhere to strict measures to ensure complete confidentiality to protect the scientific merit of such material.

G. Voting Rights: Partners with voting rights may designate one (1) individual as the voting member for any issue placed for a vote.

VII. Governance

A. Advisory Council: To better administer the business of the Consortium, an Advisory Council will be formed. The Advisory Council will be made up of the following roles:

- **Chair** – Elected by the Partners of the Consortium (each Partner has 1 vote) to serve a two-year (2) term.
- **Vice Chair** – Individual to be appointed by PREP4Gold and will serve a two-year (2) term. Individual may be a member of the Board of Directors of PREP4Gold).
- **Secretary** – Elected by the Partners of the Consortium to serve a two-year (2) term.
- **Treasurer** – Elected by the Partners of the Consortium to serve a two-year (2) term.
- **Additional Advisors** – Elected as necessary by Partners of the Consortium.

In addition to elected advisors, the Executive Director of PREP4Gold, as well as the Executive Director of the Children’s Environmental Health Network, shall participate in the efforts of the Advisory Council to assist in effectuating the overall business of the Consortium and ensure mission and strategic adherence.

B. Scientific Advisory Council: There will be created a Scientific Advisory Council (hereinafter “SAC”) comprised of at least ten (10) individuals from institutions around the world. Members of the SAC will be selected based upon their expertise and work in the childhood cancer community that is focused on some element of childhood cancer prevention as that term is to be broadly understood. Members of the SAC shall be charged with assisting to spread information about the Consortium in order to ensure the receipt of scientific/research grant proposals, awareness of other organizations and foundations that may not already be partners, and for future participation in Symposiums.

VIII. Grant and Project Funding

A. Grant Applications: Partners of the Consortium agree to utilize the National Institute of Health (“NIH”) grant application and review process⁴, including any modifications that serve the business of the Consortium. Partners agree not to request or require any further documentation beyond the grant application used by the Consortium for individual organization purposes. Any grants not funded by Consortium Partners may be considered for funding by individual organizations in Consortium. To reduce duplication and ensure proper grant administration, Consortium Partners agree not to separately provide funding for any approved grant(s), unless expressly approved by the Advisory Council. The Advisory Council shall set grant cycles.

B. Funding Allocations: Consortium funds shall be allocated in a manner that provides grant funding to the largest number of proposals while also ensuring that such allocation shall provide effective support to achieve the stated purpose of the proposal. The Advisory Council will approve all final grant funding allocations to effectively steward funds to achieve stated objectives.

⁴ Note, this is subject to change based upon NIH operational procedures and grant processes.

C. Grant Recognition Credit: On all funded grants, Consortium Partners will be listed and identified in order of the Partner's overall contributions to the Consortium, with final recognition being noted as "Childhood Cancer Prevention Consortium." When Consortium Partner contributions are equal in size, recognition will be done in alphabetical order. Note, the Consortium does not guarantee that proper recognition will always be possible considering individual scientist or researcher presentation preparation and their preferences, or journal dictates.

VIX Miscellaneous

A. Revisions to Agreement: This Agreement is subject to revision from time to time as necessary to further effectuate the purpose of the Consortium. Notice of any such revision will be provided to all Consortium Partners. Those changes and revisions that require approval will require a Consortium Partner to sign any such change or revision demonstrating agreement.

B. Consortium Partner Disagreement: If a Consortium Partner disagrees with the direction of the Consortium, grant approval, or overall Consortium operation, a Consortium Partner may either request to pause their participation or withdraw.

1. Partner Pause: A Consortium Partner seeking to pause their participation may make a request to do so to the Advisory Council. A Consortium Partner who seeks such a pause shall have any remaining funds held in the Consortium account until such a time as that Partner seeks to actively participate once again. A Partner can seek such a pause for up to one (1) year without being removed from the Consortium.

2. Partner Withdrawal: A Consortium Partner may seek to withdraw from participation in the Consortium at any time without approval. A withdrawing Partner shall be entitled to the return of any unused funds from that Partner during the current participation period of that Partner, that are over the amount of that Partner's participation level, minus an administrative fee of five hundred dollars (\$500.00).

EXHIBIT A

I. FINANCIAL REQUIREMENTS OF PARTNERSHIP

A. Supporter:

- * Initial Donation: **(\$2,500.00 - \$7,500.00)** (\$1,000 allocated to serve to cover administrative costs)

B. Sponsor:

- * Initial Donation: **(\$10,000.00 - \$14,999.00)** (\$1,000 allocated to serve to cover administrative costs)
- * Initial donation includes 2-year contribution and continues thereafter with an annual donation.

C. Prevention Partner:

- * Initial Donation: **(\$15,000.00 - \$24,999.00)** (\$1,500 allocated to serve to cover administrative costs)
- * Initial donation includes 2-year contribution and continues thereafter with an annual donation.

D. Leadership Partner:

- * Initial Donation: **(\$25,000.00 - \$50,000.00)** (\$1,500 allocated to serve to cover administrative costs)
- * Initial donation includes 2-year contribution and continues thereafter with an annual donation.

E. Visionary Partner:

- * Initial Donation: **(\$51,000.00 - and above)** (\$2,500 allocated to serve to cover administrative costs)
- * Initial donation includes 2-year contribution and continues thereafter with an annual donation.

Existing Members: The Initial Donation shall be considered satisfied for all active Consortium Partners in good standing as of the first day of January of each year, based on the Consortium Partner's membership level. To maintain your current partnership level beyond the initial two-year (2) commitment, a Partner must provide one half of the total partnership level amount in each of the next two-years of the renewed commitment. (Exp. Sponsor Level – After first two-year commitment expires, a Sponsor Level Partner must commit to submitting \$5,000 - \$7,499.50 each of the next two-years).