



EMILY'S ENTOURAGE GRANT CONTRACT

This Grant Contract (this "Agreement") is made as of this [Date] day of [Month], 20[Year] (the "Effective Date") by and between [Name of Institution] ("Grantee"), and the Cystic Fibrosis Research Fund, d.b.a. Emily's Entourage ("Grantor"). The grant to be provided by Grantor hereunder may be used by Grantee solely for the purpose of carrying out the research entitled "Project Title" (the "Project") in accordance with the terms of this Agreement and the Project description set forth in the GRANT APPLICATION dated XX/XX/XXXX attached hereto as Attachment A. The Project will be carried out under the direct supervision of [Name] (the "Principal Investigator").

Subject to the terms of this Agreement, Grantor agrees to pay Grantee the total sum of \$XXX,XXX (the "Grant"), which will be disbursed over two years. Grantee will receive \$100,000 per year to support Grantee's direct costs of carrying out the Project as outlined in the GRANT APPLICATION. Grantee may receive an additional \$10,000 per year for indirect costs related to the Project, and shall not charge any other costs or expenses to cover or defray the costs of administering the Grant, operating facilities or providing administrative services associated with the Project or Project activities, or for any other similar purpose.

Grantee understands and agrees to the terms set forth in this Agreement.

1. Funding and payment terms

- Grant funding will be released twice per year in a payment of \$XX,XXX (plus \$X,XXX for indirect costs, if applicable) for each installment, upon the Grantor committee's review of Grantee's submitted PROGRESS REPORT and subject to the other terms and conditions of this Agreement. The Grantor committee will review each PROGRESS REPORT within one (1) month of submission and will notify Grantee of the release of the next installment of Grant funds.
- Grant progress will be evaluated by the Grantor committee based on MILESTONES in Grantee's GRANT APPLICATION, and progress must be deemed appropriate and adequate prior to the release of each subsequent installment of Grant funds.
- Grantee's expenditure of Grant funds must be in accordance with the budget included in its GRANT APPLICATION. Carry over of no more than 20% of funding from year 1 to year 2 is acceptable, but must be justified and reported in Grantee's second PROGRESS REPORT.
- Re-budgeting between budget categories is permitted, if needed, as long as the overall scope of work remains the same, and re-budgeting may not represent greater than 20%

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of the value of the particular category that is being altered. Approval from Grantor is required if rebudgeting between categories is greater than 20%.

- In the event Grantee receives follow-on funding from other sources, remaining Grant funds less than or equal to \$15,000 may be kept by Grantee to complete research related to the Project that is funded by follow-on sources. Plans for any funding remaining on hand at Grantee at the end of the Grant term must be addressed in Grantee's final PROGRESS REPORT. Any use of such funding for a purpose other than as permitted in this paragraph must be approved by Grantor in advance, in writing. If Grantor, in its discretion, does not approve alternate uses of any such funding, Grantee shall return to Grantor any Grant funds that remain on hand at Grantee following completion of the Project.
- Pending review of each of Grantee's PROGRESS REPORTS, and subject to the other terms and conditions of this Agreement, payments will be made on the following schedule:

Payment	Installment Amount	Indirect Costs (if applicable)	Anticipated Payment Date
Payment 1	\$XX,XXX	\$X,XXX	XX/XX/XXXX
Payment 2	\$XX,XXX	\$X,XXX	XX/XX/XXXX
Payment 3	\$XX,XXX	\$X,XXX	XX/XX/XXXX
Payment 4	\$XX,XXX	\$X,XXX	XX/XX/XXXX

2. Reporting

- Grantee shall provide written PROGRESS REPORTS to Grantor, each of which shall summarize progress toward MILESTONES detailed in Grantee's GRANT APPLICATION. The first PROGRESS REPORT will be due five months after Grantor provides the first payment of the Grant, and each subsequent PROGRESS REPORT will be due at six month intervals thereafter while funding remains active.
- With an anticipated Project start date of XX/XX/XXXX, PROGRESS REPORTS will be due on XX/XX/XXXX, XX/XX/XXXX and XX/XX/XXX.
- Grantor will provide Grantee with a template form for PROGRESS REPORTS at least one month prior to the due date.
- A final PROGRESS REPORT will be due within 60 days after completion of the Project or earlier termination of this Agreement. The final PROGRESS REPORT shall include a summary of the progress made in accomplishing the purpose of the Grant, with reference to the MILESTONES included in the GRANT APPLICATION, and also shall include a summary of expenditures against the approved budget for the Grant term.

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- Grantee understands, and the Principal Investigator acknowledges, that the Principal Investigator may be required, upon request, to present, in-person or virtually if necessary, the results of the Project, including data that results from the Grantor's funding, and additional pertinent information that results from alternative funding sources, at meetings or symposiums to be organized by Grantor.

3. Use of Grant Funds

- Grantee understands that a lack of adequate scientific progress, failure to provide any PROGRESS REPORT when due hereunder, or other uncured breach of this Agreement may result in termination of funding.
- Grantee hereby attests that it has not received or requested funding that directly overlaps with funding from Grantor for the Project. Furthermore, Grantee agrees to disclose to Grantor any changes to funding sources for the Project that arise during the term of this Agreement.
- Grantee understands that it may not use any portion of the Grant funds for any purpose other than to support the Project unless advance written permission has been received from Grantor. Grantee must inform Grantor if there are significant changes in the purposes of the Grant, the use of Grant funds, or changes to the Principal Investigator or any other key personnel who is important to accomplishing the purposes of the Grant. Grantee shall return to Grantor any Grant funds that are used for any purpose not authorized by this Agreement.

4. Confidentiality

- Grantee agrees to protect the confidentiality of any confidential or proprietary information of Grantor in the same manner that Grantee protects its own confidential or proprietary information, and in any case, with no less than reasonable care, and not to use such information for any purpose other than to the limited extent necessary to carry out the Project.
- Grantor agrees to protect the confidentiality of any confidential or proprietary information of Grantee in the same manner that Grantor protects its own confidential or proprietary information, and in any case, with no less than reasonable care, provided Grantor may use and share such information to further the charitable, educational and scientific purposes of Grantor.

5. Publications and Publicity

- Grantee acknowledges and agrees that it is a condition of the Grant being provided hereunder that Grantee makes the results of the Project publicly available through



publications in peer-reviewed journals, presentations at scientific conferences, or the like.

- Grantee shall forward to peter@emilysentourage.org at Grantor all manuscripts, presentations or posters presenting the results of the Project, or that are otherwise supported in full or in part by Grantor funding, and shall acknowledge Grantor's provision of funding in all such materials.
- In order for Grantor to inform current and potential donors about funded research and to facilitate community outreach, Grantee hereby authorizes Grantor to publicly release information from the LAY ABSTRACT section of the GRANT APPLICATION, and to use a personal headshot of the Principal Investigator, on the Grantor website and in marketing and communication materials.

6. **Data and Research Tools**

- Grantee acknowledges that, in furtherance of Grantor's mission to speed research for new treatments and a cure for people who have nonsense mutations of Cystic Fibrosis (CF), Grantor encourages data sharing, research tool sharing, and collaboration among its grantees.
- Accordingly, Grantee agrees that, upon request, it will share data, results, resources, information, and biological materials (such as cell lines, animal models and other research tools) that result from Grantor funding with other researchers funded by Grantor, and in the greater scientific community that endeavors to develop therapeutic approaches for diseases caused by premature termination codons or to develop novel therapeutic approaches for people living with CF.

7. **Compliance**

- Grantee shall conduct the Project and all activities funded by this Grant in full compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, all laws and regulations relating to the privacy and confidentiality of patient health information including, without limitation, the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. parts 160 and 164 (the "HIPAA Privacy Regulations").
- Grantee shall verify that all licenses, degrees and certifications that are required to perform the Project are in place prior to commencement of Project activities, and shall maintain current and valid licenses, permits and other authorizations required to perform the Project.
- Without limiting the above requirements, Grantee shall comply with all federal, state, local and, if applicable, foreign laws and regulations applicable to protecting the rights,

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integrity and confidentiality of human trial subjects, including, to the extent applicable, approval of any human trials by an appropriately constituted institutional review board (“IRB”) and those applicable to the treatment of animals in research, including, to the extent applicable, approval of any animal studies by an Institutional Animal Care and Use Committee (“IACUC”).

- Grantee shall ensure that the Project is performed in a good academic and scholarly manner, with scientific integrity, and in accordance with the timeline specified in the GRANT APPLICATION.

8. Books and Records

- During the term of this Agreement and for at least four (4) years following expenditure of all Grant funds, Grantee shall maintain accurate and complete books and records of receipts and expenditures made using Grant funds, and Grantee shall provide Grantor with access to audit, review and copy such books and records at reasonable, mutually agreed times, for purposes of monitoring compliance with this Agreement.

9. Intellectual Property Rights and Revenue Share

- Grantee will own all right, title and interest in and to all inventions (whether patentable or not), compositions of matter, discoveries, materials, research tools, methods, improvements, formulas, processes, products, software and other copyrightable works conceived, created, made, developed, and/or reduced to practice by or on behalf of Grantee in the performance of the Project, including without limitation all associated patents and copyrights (the “Funded IP”).
- Grantee will use diligent efforts to further develop and bring to market, either itself or through one or more licensees, Funded IP that has the potential to improve outcomes or otherwise benefit CF patients.
- Once Net Revenue (as defined herein) received by Grantee cumulatively reaches \$500,000.00, Grantee shall share Net Revenue with Grantor in an amount proportionate to Grantor’s contribution to the Funded IP that results in such Net Revenue, provided however that (i) in all cases Grantor’s share of Net Revenue shall be at least 10%, and (ii) Grantor’s right to share in Net Revenue shall cease when Grantor has received five (5) times the amount of the Grant. For these purposes, “Net Revenue” means all consideration (whether cash or equity, and including all up-front, milestone and royalty payments and non-royalty sublicensing consideration) received by Grantee in exchange for the optioning, licensing, sale, transfer or other utilization of Funded IP, less (a) payments made by Grantee to inventors of such Funded IP in accordance with Grantee’s institutional policies and (b) documented out-of-pocket costs that Grantee pays to third parties for patenting and licensing such Funded IP.

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- The method and timing of payments to Grantor shall be mutually agreed by Grantee and Grantor, provided however that in all cases the Net Revenue share shall be payable at least annually.
- Grantee shall notify Grantor whenever Grantee enters into an option, license, or similar agreement with any third party for the purpose of further developing and commercializing any Funded IP.

10. Term and Termination

- The term of this Agreement shall commence as of the Effective Date and shall continue until [insert expected completion date of Project], unless earlier terminated as provided herein.
- Grantor may terminate this Agreement in any of the following circumstances: (i) if the purpose of the Grant has been fully completed; (ii) if Grantee becomes unable to carry out the purposes of the Grant; (iii) if Grantee uses the Grant funds for a purpose other than those set forth in this Agreement, unless Grantor has consented in writing to such modification; (iv) if Grantee or the Principal Investigator acts in a way that reflects poorly on Grantor as reasonably determined by Grantor; (v) if the Principal Investigator becomes unavailable to supervise the Project and a successor principal investigator satisfactory to Grantor is not appointed within 30 days thereafter; (vi) if Grantee is in breach of any term of this Agreement; or (vii) in the event of a lack of adequate scientific progress on the Project.
- Within 30 days following expiration or termination of this Agreement for any reason, Grantee shall return to Grantor all Grant funds that remain unspent and have not been approved by Grantor for use for another purpose.
- Following expiration or termination of this Agreement for any reason, the provisions of Sections 2, 3, 4, 5, 6, 8, 9 and 10 shall remain binding.

This Agreement, together with the GRANT APPLICATION attached hereto as Attachment A, constitute the entire agreement between Grantee and Grantor with respect to the Grant and the Project, and supersede any prior agreements, whether written or oral, between the parties with respect to this subject matter. This Agreement may be amended only in a written instrument that is signed by both Grantor and Grantee.

This Agreement has been entered into as of the Effective Date set forth above by:

Authorized Signatory for Grantee



Authorized Signatory Name (Printed)

Name of Institution

Federal ID Number

Institution Address

Grantor:
