Terms and Conditions of Therapeutic Innovation Award

This award is being made by the Chordoma Foundation, a 501(c)(3) non-profit organization dedicated to curing chordoma, to ___________ (“Institution”) in order to support the performance of project (“Project”) under the supervision of ________ (“Principal Investigator”). This award is contingent upon the availability of funds and is subject to the terms and conditions herein.

1. DISBURSEMENT POLICY AND GENERAL REPORTING REQUIREMENTS.

A. This grant is made for a period of one (1) year. Fifty (50) percent of the total grant amount will be disbursed up front. Ten (10) percent will be paid upon receipt of the final progress report described in 1.D. The remainder will be paid after six months upon receipt of progress reports described in 1.C. Unless otherwise agreed by the Chordoma Foundation and the Institution, payment to the Institution will be made by check mailed to the “Fiscal Officer” address indicated on the first page of the Grants Application Form submitted by the Principal Investigator and the Institution.

B. If the Principal Investigator or the Institution has not yet provided the following items to the Chordoma Foundation as of the date of this award letter, they must be provided within 90 days. If all applicable items have not been received within 90 days, any funds disbursed by the Chordoma Foundation must be returned to the Chordoma Foundation in full within 30 days thereafter, unless an exception is approved in writing.

   i. If the Project involves human subject research, proof of approval for the Project, including without limitation approval of the protocol and informed consent form, by an Institutional Review Board (IRB).

   ii. If applicable, proof of approval by the Institution’s Animal Use and Protection Committee (or similar oversight group).

   iii. If chordoma disease models will be created, a statement from an authorized official at the Institution that the Institution will make available any chordoma disease models developed with funds from this award to the Chordoma Foundation and any third parties for research and development purposes. The statement should identify and explain the nature of any limitations or restrictions on the use of any model so developed, including any third-party rights in data, materials, or inventions generated using such systems.

C. A brief progress report must be emailed to grants@chordoma.org within six (6) months of the beginning of the grant period. This report should include the following information:
i. A summary of Project expenditures;

ii. A brief narrative of the work performed and progress made;

iii. A list of manuscripts or abstracts submitted and/or published based upon results of the Project; and

iv. A description of any intellectual property that was generated using Chordoma Foundation research support.

The Chordoma Foundation reserves the right to request quarterly informal updates, either written or by conference call, at the Chordoma Foundation’s discretion.

D. A final comprehensive progress report must be emailed to grants@chordoma.org within thirty (30) days of the completion of the grant period. This report must include all items listed in 1.C above.

E. A final itemized report of expenditures must be submitted by the Institution within sixty (60) days of the completion of the grant, together with the refund of any unexpended balance. Unexpended funds from an existing grant may only be carried forward to a renewal or an extended grant term with the prior written permission of the Chordoma Foundation.

F. The Chordoma Foundation reserves the right to require, at its discretion, additional information related to the progress of the Project or the Project budget, or to schedule a site review of the Project.

2. EXPENDITURE RESPONSIBILITY.

A. The Institution and Principal Investigator will use all grant funds solely for educational and scientific purposes, including human subject research, as applicable and as described in the written description of the Project that has been approved by the Chordoma Foundation and the applicable IRB(s). Except as expressly authorized in writing in advance by the Chordoma Foundation, grant funds may not be used to pay for the salary of the Principal Investigator nor for indirect costs.

B. The Chordoma Foundation is not responsible for the over-expenditure of grant funds, or for expenditures made before the starting date of a grant.

C. The Chordoma Foundation must be notified immediately if there is to be any change of either the Principal Investigator or the institution with which he or she is associated. Furthermore, if the Principal Investigator is to be absent from the Institution for a time of more than thirty (30) days, then the Chordoma Foundation must be notified in writing. Grants may be transferred from one Principal
Investigator to another at the Institution only upon prior written approval of the Chordoma Foundation. When transfer from one Principal Investigator to another is desired, the original Principal Investigator must submit a request in writing that includes: 1) the reason for the requested change; 2) the justification of the ability of the proposed new investigator to complete the project; and 3) the NIH biosketch of the new Principal Investigator. The Chordoma Foundation will notify the Principal Investigator in writing of its decision.

3. CANCELLATION. A grant may be cancelled by the Chordoma Foundation or the Institution upon thirty (30) days written notice, or immediately by the Chordoma Foundation for cause if the Chordoma Foundation determines that the Principal Investigator or the Institution has not complied with these terms and conditions. In the event of cancellation by the Chordoma Foundation without cause, the Institution will be reimbursed from any remaining unexpended grant funds for all costs incurred and all non-cancelable commitments in the approved Project. In the event of any cancellation by either party, any unexpended or un-obligated funds advanced by the Chordoma Foundation shall be refunded immediately.

4. AVAILABILITY AND ACKNOWLEDGEMENT OF RESEARCH RESULTS.

A. Results and accomplishments from research funded by the Chordoma Foundation shall be made public as soon as possible, preferably in an open-access, peer-reviewed journal article. Any published peer-reviewed manuscripts that arise, in whole or in part, from Chordoma Foundation funding must be submitted to the National Library of Medicine’s PubMed Central no later than 12 months after the official date of publication.

B. The Chordoma Foundation and The Mark Foundation for Cancer Research must be cited as sources of funds in any abstracts, publications and presentations resulting from research funded in whole or in part by the Chordoma Foundation, and the Chordoma Foundation must be sent a copy of the published material or paper including presentations. Logos of the Chordoma Foundation and The Mark Foundation for Cancer Research must be included on the acknowledgement slide for any presentations resulting from the research funded in whole or in part by the Chordoma Foundation.

C. Some information about research grants awarded by the Chordoma Foundation will be made available to the public. This information may include the title of the Project, the name of the Principal Investigator, the Institution, the amount of the grant award, and the abstract, or edited abstract, provided as part of the grant application. All other parts of the application and progress reports are considered confidential unless the Principal Investigator waives this confidentiality.

D. Any genomic data generated using funds from this award must be deposited in a public database as soon as possible, and no later than one year after the
termination of the grant period. Requests for extensions may be granted on a case by case basis.

E. Any chordoma disease models or assays, including spontaneously transformed cell lines, genetically engineered cell lines, xenografts or transgenic organisms, generated using funds from this award must be made available to the Chordoma Foundation and The Mark Foundation for Cancer Research on a reasonable basis as soon as possible, and no later than one year after the termination of the grant period. The Chordoma Foundation and The Mark Foundation for Cancer Research will have the right to use, store and distribute (including without limitation through third party repositories) these models for all research and development purposes at the Chordoma Foundation’s or The Mark Foundation for Cancer Research’s discretion, as applicable. Access to the models will be made available at the Institution’s expense of providing such access.

5. INTELLECTUAL PROPERTY AND PATENTS.

A. The Chordoma Foundation must be notified in reasonable detail in writing by an authorized official at the Institution of all inventions, discoveries and improvements (collectively "Intellectual Property" or "IP"), including specifically all domestic and foreign patent applications, that may be derived from Chordoma Foundation research support within sixty (60) days of their initial creation.

B. Any Intellectual Property or tangible property generated using Chordoma Foundation research support will remain the property of the Institution. The Chordoma Foundation and The Mark Foundation for Cancer Research shall have, and the Institution hereby grants to each of the Chordoma Foundation and The Mark Foundation for Cancer Research, a non-exclusive, royalty-free, sublicensable, worldwide, perpetual right and license to use and to practice any and all such Intellectual Property and tangible property for non-commercial research and development purposes. For clarity, contract research organizations that are providing non-commercial research services under contract with The Mark Foundation for Cancer Research and/or the Chordoma Foundation shall not be deemed commercial research and shall be permitted sublicensees of The Mark Foundation for Cancer Research and the Chordoma Foundation, respectively.

C. If the Institution does not take reasonably diligent steps in accordance with its standard policies and procedures to protect and/or commercially license or develop resulting IP and/or tangible property derived from Chordoma Foundation research support within ninety (90) days of its development and thereafter, then the Chordoma Foundation and/or The Mark Foundation for Cancer Research may elect to take the lead in such matters on the Institution’s behalf, including without limitation by filing and prosecuting patent applications and negotiating license agreements (subject to the Institution’s approval, not to be unreasonably
withheld) with third parties with respect thereto. If the Chordoma Foundation and/or The Mark Foundation for Cancer Research takes the lead in such activities, any commercial benefit obtained by the Institution from any grant of rights to any third party with respect to such Intellectual Property or tangible property will first be used to reimburse any expenses incurred by the Chordoma Foundation or The Mark Foundation for Cancer Research, as applicable, in performing such activities.

6. **ANTI-TERRORISM AND ANTI-BRIBERY.** The Institution acknowledges that it does not support or promote violence or the destruction of any State, provide resources or support to individuals or organizations associated with terrorist activity or related training, or provide sub-grants to any individuals or organizations that engage in any of these activities.

The Institution acknowledges that none of the activities financed by this grant violates any laws that prohibit corrupt payments to government officials for the purpose of obtaining or keeping business and that the Institution has not authorized any activity that would constitute such payments. The Institution will use reasonable efforts to ensure that Grant funds are not used to make corrupt payments to government officials for the purpose of obtaining or keeping business.

7. **LIABILITY.** The Principal Investigator and the Institution will indemnify and hold harmless the Chordoma Foundation, its Board, officers, agents, advisors and constituents, and The Mark Foundation for Cancer Research, its Board, officers, agents, advisors and constituents, from any claim, judgment, award, damage, settlement, liability, negligence or malpractice arising from research or investigation activities related to this grant, including without limitation performance of the Project, unless the Institution is a Federal or State non-profit organization that is prohibited by law from entering into this indemnification obligation, in which case the Institution will instead assume all liability for such matters to the extent permitted under applicable law.

8. **MISCELLANEOUS.** These terms and conditions reflect the entire agreement between the Chordoma Foundation and the Institution. No provision may be waived, amended or modified except by a writing signed by the parties.

The Chordoma Foundation and the Institution acknowledge and agree that (i) The Mark Foundation for Cancer Research is not a party to these terms and conditions and has no obligations to the Chordoma Foundation, the Institution, the Principal Investigator or to any licensee, sublicensee or other user based upon these terms and conditions, and (ii) The Mark Foundation for Cancer Research is an express, intended third-party beneficiary of, and has the right to enforce in its own name, any provision of these terms and conditions that (a) authorizes or grants rights to The Mark Foundation for Cancer Research, including rights to use any Intellectual Property, models, assays or other tangible property, or (b) provides indemnification or similar protection for The Mark Foundation for Cancer Research.