

# Joint Funding Agreement

(LGMD2I Research Fund, Samantha J Brazzo Foundation, Cure CMD)

**THIS GRANT AGREEMENT** (as it may be amended and inclusive of all exhibits, this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between LGMD2I Research Fund, Samantha J. Brazzo Foundation, and Cure CMD (collectively, "Funders") and \_\_\_\_\_, a \_\_\_\_\_ corporation, acting by and through its Chief Executive Officer/president, \_\_\_\_\_ ("Grantee") (Funders and Grantee referred to collectively as the "Parties").

## Recitals

A. The Funders are LGMD2I Research Fund, Samantha J. Brazzo Foundation, and Cure CMD (collectively, "Funders"), and are jointly committed to the cause of finding a cure for limb girdle muscular dystrophy 2I ("LGMD2I").

B. The Funders have agreed to make a Grant to \_\_\_\_\_ in a total amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) [or Euros], with payments made as described in Exhibit A hereto, ("Grant") for the purpose of \_\_\_\_\_ as described in the Grant Application ("Project"). The purpose of the Grant is to make any advancements, Data, Project Invention, and research pertaining to the Project publicly available as soon as possible.

C. The Funders and Grantee agree that the Grantee shall expend best scientific efforts to accomplish the aims described in its Grant Application consisting of a research proposal, a budget, and a timeline submitted by the Grantee and approved by the Funders.

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I. Definitions.

All terms previously defined herein are incorporated in this Agreement by reference. Capitalized terms not previously defined hereinabove and used in this Agreement have the meanings given below:

1. "Completion Date" means \_\_\_\_ years after the Effective Date unless the Parties agree to a different date in writing in accordance with Section VII.8 herein.
2. "Data" means any recorded information of any kind, regardless of the form or method of recording, that is owned by the Grantee and collected, developed, or acquired by the Grantee or Principal Investigator in performance of the Project.
3. "Eligible Project Costs" means those costs incurred for the Project in accordance with the Project Budget approved by the Funders and included in the Grant Application.

4. "Funded Institution" means \_\_\_\_\_.
5. "Governmental Authority" means any agency, instrumentality, including any local authority having jurisdiction over Grantee or the Funders.
6. "Grant Application" means that certain application submitted by the Grantee dated \_\_\_\_\_ and attached hereto as Exhibit D.
7. "Grant Documents" means all documents executed and delivered in connection with or as a precondition to the Grant, including this Agreement and any amendments, the Grant Application and the Project Budget, and any documents that the Grantee is required to provide to the Funders in accordance with this Agreement, including, by way of illustration, any documents evidencing approvals of the IRB and/or IACUC and any other document evidencing or satisfying a precondition of the Grant, as any of them may be amended.
8. "Grantee" in this Agreement refers to the Funded Institution.
9. "IACUC" means an institutional animal care and use committee established in accordance with and for the purposes expressed in 9 CFR 2 Subpart C (U.S. Department of Agriculture Policy for Care and Use of Animals).
10. "IACUC Approval" means the determination of the Grantee's IACUC that the Project has been reviewed and may be conducted within the constraints set forth by the IACUC and any other institutional or federal requirements.
11. "IRB" means an institutional review board established in accordance with and for the purposes expressed in 45 CFR 46 Subpart A (U.S. Department of Health & Human Services Policy for Protection of Human Research Subjects).
12. "IRB Approval" means the determination of the Grantee's IRB that the Project has been reviewed and may be conducted within the constraints set forth by the IRB and any other institutional or federal requirements.
13. "Principal Investigator" means \_\_\_\_\_. The identity of the Principal Investigator shall not be changed without the advance written consent of the Funders.
14. "Project Budget" means the expected costs to perform the Project as submitted by the Grantee as part of its Grant Application and approved by the Funders.
15. "Project Invention" means any discovery or invention that is or may be patentable or otherwise protected under Title 35 U.S.C. that is conceived or first actually reduced to practice in the performance of the Project, including (i) all domestic and foreign patents and applications therefor and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all patentable inventions, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical Data, schematics and customer lists, and all documentation relating to any of the foregoing; related to the Project, which the Recipient, its employees or Subcontractors may invent, conceive, produce or reduce to practice, either solely or jointly with others in pursuit of the Project objectives.

## **II. Representations, Warranties, and Covenants.**

1. The Grantee represents and warrants as follows:

- (a) The Grantee has the full power and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement, to accept the Grant, to execute and deliver this Agreement and all necessary or required documents to which it is a party, and to comply with the terms set forth in this Agreement, which has been duly authorized by any and all necessary action of the Grantee. No approval of any other person or public authority or regulatory body is required as a condition to the validity of this Agreement or, if required, such approval has been obtained.
- (b) This Agreement and all Grant Documents have been properly executed and will (i) not violate any laws applicable to Grantee; (ii) not violate any provision, or result in a breach, of any document or agreement binding on the Grantee or affecting its property; and (iii) constitute the valid and legally binding obligations of the Grantee, fully enforceable against the Grantee, in accordance with their terms.
- (c) There is no event of Default on the part of the Grantee under this Agreement or any of the Grant Documents, and no event has occurred or is continuing that, with notice or the passage of time, or both, would constitute an event of Default under this Agreement or any of the Grant Documents.
- (d) Grantee has disclosed to Funders the existence of any contract, agreement, or arrangement that it has entered into with any third party that pertains to the Project, materials, reagents, biological products, protocols, information, Data, and any Project Invention that will result from the Project, specifically including any contract, agreement, or arrangement to keep anything described in this Section II.1(d) confidential or unavailable for public dissemination.
- (e) The Project Budget sets forth all of the expected costs of, and sources of funds for, the Project and has been approved by the Funders.
- (f) Upon Grantee's knowledge, information, and belief, the Grantee has complied with all laws applicable to Grantee and has obtained all approvals from and reviews by all Governmental Authorities required by all laws applicable to the Project.

2. The Grantee covenants as follows:

- (a) The Grantee shall promptly perform all of its obligations in the manner provided in this Agreement.
- (b) The Grant shall be used only in furtherance of the Project, shall be applied only to Eligible Project Costs, and shall not be applied to any indirect costs, which include, but are not limited to, administrative costs, institutional overheads, purchase or rental of office equipment, etc. An adjustment in the use of the Grant within an existing category set forth in the Project Budget shall not require an amendment to this Agreement as long as (i) the adjustment is consistent with the purpose of the Grant as set forth in Recital B above, and (ii) the adjustment does not exceed ten

percent (10%) of the category from which the Grant proceeds are to be deducted.

- (c) The Grantee shall use its best scientific efforts to cause the Project to be completed by the Completion Date.
- (d) The Grantee shall maintain its existence in good standing and shall comply with all laws applicable to the Project.
- (e) The Grantee shall keep, in accordance with generally accepted accounting principles, any books, records, and other documents as may be reasonably necessary to fully account for the amount and disposition of the Grant, the costs incurred to perform the Project, and the source of all funds expended towards the costs of the Project ("Project Records"). All Project Records shall be maintained at the offices of the Grantee and shall be made available to the Funders or to Funders' dully authorized representative for inspection, copying, audit, and examination during normal business hours. All Project Records shall be maintained until three (3) years after the discharge of all duties owed to the Funders or longer if required by Grantee's documents retention policies.
- (f) The Grantee shall fully comply with Section V.5 herein relating to any future contract, agreement, or arrangement with any third party that may result in any information related to the Project being kept confidential or unavailable for public dissemination.
- (g) Grantee releases, protects, indemnifies, and holds harmless each of the Funders against any claims and expenses incurred by, or asserted against, any Funder arising in connection with the Project, other than as provided in this Agreement, that are made by any third party.

### **III. Funding Terms.**

1. Funding is contingent upon the Grantee obtaining the necessary approvals (IRB, IACUC, etc.). Before disbursing any Grant proceeds, and in any event on or before six (6) months after the Effective Date, the Funders shall receive evidence in form and substance acceptable to Funders that the Grantee has obtained IRB Approval for the Project or a determination that the Project is exempt from the need for IRB Approval. The Grantee must obtain any subsequent approvals, reviews, or changes in a timely manner and supply evidence of such approvals, reviews, or changes to the Funders in form and substance acceptable to Funders.
2. Funding will begin only after the Grantee appoints the agreed-upon personnel (e.g. postdoctoral fellows, graduate students, or technicians) needed to perform the proposed experiments and notifies the Funders of such appointments in writing. The Funders must be promptly notified in writing prior to any changes in personnel during the duration of the grant.
3. Payments will be made in one or more installments according to the schedule mutually agreed upon described in Exhibit A, subject to the continued compliance by the Grantee with all of the terms in this Agreement, the satisfactory review of any reports due under Section IV, and the continued non-existence of a Default

or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both, would constitute a Default.

4. Upon the Completion Date or upon termination of funding, all unused funds must be returned to the Funders within sixty (60) days, unless a request for a no-cost extension has been submitted at least sixty (60) days prior to the Completion Date and has been approved by the Funders in writing in compliance with Section VII.8. Approval of a no-cost extension permits the Grantee to use the funds only until the end of the extension period.
5. LGMD2I Research Fund, Samantha J. Brazzo Foundation, and Cure CMD must be acknowledged as sources of funding on any publication, during or after the grant period, that includes Data generated using their funding. The Grantee shall cause the Principal Investigator to deliver a copy of the published material or paper to the Funders immediately upon publication.
6. The Funders reserve the right to terminate funding at any point if the Grantee (i) violates any of the terms listed in this Agreement; (ii) enters into a contract, agreement, or arrangement without the Funders' prior approval that will prolong or prevent any materials, reagents, biological products, protocols, information, Data, and any Project Invention being withheld from public distribution; (iii) fails to make a good faith effort to carry out the agreed-upon experiments or to adhere to the agreed-upon timeline; or (iv) experiences a change in status or personnel that makes completion of the Project impossible.
7. This Agreement is in effect for the entire term of the Grant, including any and all subsequent renewals or extensions.

#### **IV. Reporting Obligations.**

1. The Grantee shall provide a one-page written summary of the results of the accomplished research to the Funders every four (4) months from the Effective Date. This update shall contain a concise description of the experiments performed and results obtained since the last update. In addition, upon receipt of the written report, a telephone conference between the Principal Investigator, relevant personnel in the laboratory, and the Funders will be conducted in order to discuss the report.
2. The Grantee shall provide a comprehensive final report of the research and results undertaken for the Project within thirty (30) days of the Completion Date, in a form approved by the Funders. The Funders reserve the right to share any funded Data with other researchers if the Principal Investigator has not published or presented the Data within six (6) months from the Completion Date or at a mutually agreed upon time.
3. A final detailed accounting of funds spent is required to be sent by the Grantee to the Funders within sixty (60) days of the Completion Date.

#### **V. Sharing Expectations.**

1. It is the Funders' requirement that all results and accomplishments from the funded research will be made public (preferably through a high-quality, peer-

reviewed journal article) in order to maximize progress toward a cure for LGMD2I.

2. The Principal Investigator and Grantee must make all reasonable efforts to collaborate with other laboratories and, in the context of such collaborations, share all Data, materials, reagents, biological products, and protocols generated within the Project using the funding, without waiting for publication, subject to Section V.5. The Funders may request evidence that reasonable efforts have been made to cooperate with proposed collaborations. To facilitate such collaborations, the Funders may put the Grantee and Principal Investigator in touch with other laboratories that might benefit from the sharing of unpublished Data or materials.
3. Subject to Section V.5 below, the Principal Investigator and Grantee agree to adhere to the mutually agreed-upon Resource Sharing Agreement, attached hereto as Exhibit B, regarding all materials, reagents, biological products and protocols generated using this funding and to submit a revised list with any additional resources that have been generated since the last update prior to each update telephone call.
4. Grants are subject to LGMD2I Research Fund's Patent and Licensing Policy, attached hereto as Exhibit C. By accepting the Grant, the Grantee agrees to be bound by the terms and conditions of said LGMD2I Research Fund's Patent and Licensing Policy.
5. The Funders are providing the Grant to the Grantee in order to further and advance research leading to an eventual cure for LGMD2I. In furtherance of this purpose, it is preeminently important that any results of the Project, materials, reagents, biological products, protocols, information, Data, and any Project Invention be made available to patients, to the public, and to others performing related research as quickly as possible. Therefore, the following provisions apply:
  - (a) Duty to Notify. The Grantee shall notify and fully inform the Funders in writing prior to entering into any contract, agreement, or arrangement with any third party that may, intentionally or unintentionally, result in any part of the Project, materials, reagents, biological products, protocols, information, Data, and any Project Invention being kept confidential or otherwise withheld from public dissemination. Notification shall occur as soon as possible, which notice shall include any confidentiality or withholding provisions in such contract, agreement, or arrangement relating to, or possibly relating to, the Project.
  - (b) Funders' Consent Required. The Grantee must obtain the consent of the Funders prior to entering into any contract, agreement, or arrangement, whether before or after the Completion Date, that is described in Section V.5(a). The Grantee shall supply such information to the Funders as the Funders deem reasonable, appropriate, and necessary to considering any request by Grantee to keep any information described in Section V.5(a) confidential or withheld from public dissemination. The Funders shall consent to or deny such request, in whole or in part, within sixty (60) days of its receipt by the Funders, provided that such request shall not be unreasonably denied by the Funders. If the Funders determine that the contract, agreement, or arrangement at issue defeats the purpose of the

Grant as set forth in Recital B and Section V.5, the Funders, in their discretion, may terminate the Grant if the Completion Date has not yet occurred.

- (c) The provisions in this Section V.5 shall survive the termination of the Grant and the Completion Date.

## **VI. Default and Remedies**

1. The following events shall constitute a Default under this Agreement requiring Grantee to provide written notice within thirty (30) days to Funders of the occurrence of such Default:

- (a) Any Grant proceeds are used for any purpose other than Eligible Project Costs as set forth in Section II.2(b).
- (b) Grantee fails to give notice to the Funders as provided in Section V.5(a).
- (c) Grantee fails to comply with Section V.5(b) by entering into an agreement with a third party without prior Funders' approval that results in, or reasonably will result in, the Project materials, reagents, biological products, protocols, information, Data, and any Project Invention being kept from public distribution.
- (d) The Grantee breaches any covenant, representation, warranty, or other provision of this Agreement, which breach is not cured within thirty (30) calendar days or which continues beyond any cure or grace period.
- (e) The Grantee fails to comply with any requirement imposed by any Governmental Authority in connection with the Project within thirty (30) days after written notice of the requirement is made or within any other time period set by the Governmental Authority; or if any proceeding is commenced or action taken to enforce any remedy for a violation of any requirement of a Governmental Authority in connection with the Project.
- (f) Any materially incorrect statement made in any certificate, report, or opinion (including legal opinion), financial statement, Grant Application, or other document furnished in connection with the Grant.
- (g) The Project is not completed by the Completion Date, including any extensions.
- (h) Grantee is dissolved in any manner, is adjudicated by a court of competent jurisdiction as bankrupt or files a petition in bankruptcy, fails to pay debts generally as they become due or admits an inability to pay debts generally as they become due, or makes an assignment for the benefit of creditors.

2. Upon the occurrence of any Default, the Funders may:

- (a) Require the immediate repayment of the entire outstanding amount of the Grant with interest as provided by Washington law.

- (b) Suspend or terminate any undisbursed Grant proceeds at any time by written notice to the Grantee.
  - (c) At any time proceed to protect and enforce all rights and remedies available to the Funders under this Agreement or by applicable law, whether for specific performance of any provision contained in this Agreement, for damages, or for other relief.
3. All remedies provided for in this Agreement or by applicable law are cumulative and are in addition to any other rights and remedies available to the Funders under any law. The rights and remedies available to the Funders shall survive the suspension or termination of this Agreement. The exercise of any right or remedy by the Funders shall not constitute a cure or waiver of any default, nor invalidate any act done pursuant to any notice of Default, nor prejudice the Funders in the exercise of those rights.
  4. The failure of the Funders to insist upon performance of any term of this Agreement shall not constitute a waiver of any other term of this Agreement.
  5. In no event shall Grantee's total liability to Funders be greater than the actual amount of funds disbursed by Funders to Grantee for the Project under this Agreement.

## **VII. Miscellaneous**

1. This Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their successors and permitted assigns.
2. This Agreement includes exhibits regarding the subject matter hereof, which are incorporated into the Agreement by this reference. Conditions of this Agreement shall apply to them. If there are any direct conflicts between the terms of this Agreement and the exhibits regarding the subject matter hereof, the Agreement shall prevail.
3. The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions of this Agreement.
4. No benefit inuring to the Grantee under this Agreement may be assigned, and no duty imposed on the Grantee may be delegated, without the prior written consent of the Funders.
5. This Agreement, and its exhibits, and any subsequent amendments constitute the entire agreement between the Parties and supersede all prior oral and written agreements, representations, and negotiations between the Parties concerning the Grant.
6. THE PARTIES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, AND IN CONNECTION WITH THE GRANT.
7. No party is liable for failure or delay in performing any of its obligations under this Agreement if the failure or delay is required in order to comply with any

governmental regulation, request, or order or is necessitated by circumstances beyond the reasonable control of the party so failing or delaying, including, but not limited to, Acts of God, war (declared or undeclared), insurrection, fire, flood, accident, labor strikes, or inability to obtain raw materials, supplies, power, or equipment necessary to enable the party to perform its obligations ("Force Majeure"). Each party will (a) promptly notify the other Parties in writing of an event of Force Majeure, the expected duration of the event, and its anticipated effect on the Project and the performance of the party's obligations; and (b) make reasonable efforts to remedy the event of Force Majeure.

8. This Agreement may be amended only in writing executed by the Parties.
9. This Agreement shall be governed by the laws of the United States and the State of Washington, and venue shall lie in King County.
10. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one document.

[Remainder of page intentionally blank; signature page to follow]

[Signature page of Joint Funding Agreement]

**IN WITNESS WHEREOF**, the Funders and the Grantee have caused this Agreement to be executed and delivered as of the date first above written.

**Grantee:**

\_\_\_\_\_  
-----, CEO/President

**Principal Investigator:**

**I have reviewed the Agreement and Exhibits and I understand and accept the responsibilities of the Principal Investigator.**

\_\_\_\_\_  
-----, Principal Investigator

**LGMD2I Research Fund:**

\_\_\_\_\_  
Craig W. Stewart, President

**Samantha J. Brazzo Foundation:**

\_\_\_\_\_  
Keith Brazzo, President

**Cure CMD:**

\_\_\_\_\_  
Patrick May, Chairman

**Exhibit A:  
Payment Schedule**

<b><u>Payment Number</u></b>	<b><u>Payment Amount</u></b>	<b><u>Date(s) and/or Condition(s) of Payment</u></b>
Payment 1	[__€-----__] Rate (--/--/----): €1=\$----- [__\$-----__]	Upon execution of this Agreement by the Parties.
Payment 2	[_____]_____ Rate (--/--/----): €1=\$----- [__\$-----__]	<input type="checkbox"/> Submission of a progress report regarding the Research Project activity every four (4) months acceptable to LGMD2I Research Fund.  <input type="checkbox"/> Achievement of the milestones for the period from [_____] through [_____] as set forth in the description of the Project to the reasonable satisfaction of LGMD2I Research Fund.

<b><u>Payment Breakdown Chart</u></b>	<b><u>LGMD2I Research Fund</u></b>	<b><u>Cure CMD</u></b>	<b><u>Samantha J Brazzo Foundation</u></b>	<b><u>TOTAL</u></b>
Payment 1				

**Exhibit B:**

**Resource Sharing Agreement**

The primary purpose of this Agreement is to facilitate the sharing of resources (such as constructs, mouse models, cell lines, protocols, etc.) generated by the Project. The conditions for sharing shall be listed in the below table. After publication or at a mutually agreed upon time, the resources must be made publicly available, via the manner listed in the attached chart. All relevant information (such as plasmid maps, culture conditions, and genotyping protocols) shall also be included with the appropriate resource.

Below, please list all resources anticipated to be generated during this project, along with the appropriate conditions for pre-publication and long-term sharing. This initial list is required before the first funding payment is distributed.

<b>Name</b>	<b>Type of resource</b>	<b>Description</b>	<b>Sharing condition pre-publication</b>	<b>Long-term sharing plan</b>

**Exhibit C:  
LGMD2I Research Fund's  
Patents and Licensing Policy**

All LGMD2I Research Fund grants are subject to LGMD2I Research Fund's Patents and Licensing Policy. By accepting an award from LGMD2I Research Fund for a research project, the Grantee, the Principal Investigator and other personnel contributing to and working on the Project agree to be bound by the terms and conditions of the LGMD2I Research Fund's Patents and Licensing Policy, described herein.

LGMD2I Research Fund understands that patents and licensing agreements may be sought on inventions resulting from research by the grant recipient supported in whole or in part by funds furnished by LGMD2I Research Fund; that such inventions should be administered so that they are introduced into public use as soon as practicable; and that such result will be achieved by its granting permission to patent and license such inventions. Accordingly, LGMD2I Research Fund adopts the following policy:

1. "Project Invention" shall have the meaning set forth in Section I.15 of the Agreement.

2. A Project Invention resulting from the support in whole or in part to the Grantee of funds awarded by LGMD2I Research Fund shall be reported to LGMD2I Research Fund promptly in writing.

3. If the Grantee has an established patent and licensing policy and procedure for procuring and administering inventions which are known to and accepted by LGMD2I Research Fund, or has an agreement with another organization, including governmental agencies and for-profit organizations, relating to the Project Invention due to joint support, then LGMD2I Research Fund will defer to that policy or agreement on the following terms:

a. The Grantee shall have the right to file a patent application With respect to any Project Invention. If the Grantee decides not to file a patent application, except as provided in, and in compliance with, Section V of the Agreement, LGMD2I Research Fund shall be notified in writing thereof within a reasonable time, and thereupon LGMD2I Research Fund shall have the right to file a patent application under said Project Invention. In that case, the Grantee shall transfer all rights and documents necessary for LGMD2I Research Fund to file such a patent application at its own name and expense.

b. On any patent obtained under a Patent Invention, LGMD2I Research Fund shall have a nonexclusive, world-wide, irrevocable, paid-up license for research purposes only to practice or have practiced for and on its behalf any such Project Invention and to grant sublicenses thereunder to not-for-profit partners. The license granted is limited to the Project Inventions that are expressly claimed in such patent. No provision of this policy grants LGMD2I Research Fund, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this policy to such patent, or to any other Grantee-owned technology, patent applications, or patents. LGMD2I Research Fund and the Grantee may confer in good faith at any time about whether successful commercialization and exploitation of Project Inventions would

best be achieved through LGMD2I Research Fund waiving its license under this policy either in whole, or in specific fields of use.

c. The Grantee will notify LGMD2I Research Fund in writing of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend a reexamination or opposition proceeding on a patent, in any country, not less than ninety (90) days before the expiration of response period required by the relevant patent office. LGMD2I Research Fund may decide to maintain such patent or patent application. In that case, the Grantee shall transfer all rights and documents necessary for LGMD2I Research Fund to maintain such a patent application at its own name and expenses.

d. The Grantee will make the Project Invention available for commercial licensing upon reasonable terms and conditions. The Grantee may grant exclusive or non-exclusive license under the Project Invention to any third party of its choice, taking into account the final patient interests.

e. From the monies, if any, received from licensing the Project Invention, LGMD2I Research Fund and the Grantee shall share on terms mutually agreed upon by the Grantee and LGMD2I Research Fund taking into account each party's contribution to this Project Invention, such terms to be determined at the latest two months after the filing of the patent application under the Project Inventions. In the event LGMD2I Research Fund and Grantee are unable to agree on the terms for such sharing within sixty (60) days of the commencement of their discussions regarding such sharing, then the principals of LGMD2I Research Fund and Grantee shall participate in a one (1)-day mediation with an experienced, professional mediator in Seattle, Washington to resolve their differences. Mediation is a precondition to commencing arbitration. In the event that the mediation is unsuccessful in accomplishing a resolution, then the matter shall be resolved in an arbitration proceeding pursuant to the commercial rules of the American Arbitration Association, which shall be the forum for the resolution of all claims and disputes arising out of, or relating to, this policy. The location of the mediation or arbitration shall be Seattle, Washington.

f. In the event that it obtains a patent, license arrangement, or other commercial exploitation of the Project Invention, the Grantee shall (i) promptly notify LGMD2I Research Fund in writing thereof, and no less frequently than annually, (ii) make periodic reports to LGMD2I Research Fund with respect to its utilization of the Project Invention, and (iii) account for any revenue received by it by reason of exploitation of the Project Invention.

g. The Grantee or its licensee will use its best efforts to make LGMD2I Research Fund inventions available for the public benefit within a reasonable period of time.

4. If the Grantee has no patent or licensing policy and procedure for administering inventions, LGMD2I Research Fund shall have the right to determine the disposition of the Project Invention rights in any such case.

**Exhibit D:  
Grant Application**

See attached.