

GRANT AGREEMENT

WHEREAS, the undersigned Applicant Investigator and Applicant Institution (“Applicants”) have been selected by Citizens United for Research in Epilepsy (CURE) to receive a XXX-year grant in the amount of \$_____ for the project entitled “_____” (the “Project”), a description of which is attached hereto and is hereby incorporated as part of this Grant Agreement (the “Agreement”); and

WHEREAS, Applicants acknowledge that they have reviewed the obligations of CURE grant recipients and their research institutions as set forth herein and agree to be bound thereby;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Start Date. Upon approval and funding of this application, the Start Date for the Project will be _____. Applicants must be prepared to start receiving funds and to initiate the Project on or about the Start Date. Delays in initiation of the Project may be cause for forfeiture of the award.

2. Reports and Presentations.

(a) Semi-Annual Written Reports. Applicants agree to submit to CURE semi-annual written reports showing (1) the use to date of the funds granted, detailing all expenditures made from the grant (including travel, salaries, and supplies) and (2) progress made toward achieving the purposes for which the grant was awarded.

(b) Annual Oral Presentation. Should CURE organize a presentation, Applicant Investigator agrees to make an oral report on the progress of the Project. The expenses of participation shall be covered by the grant funds. This presentation may be attended by individuals affiliated with CURE, members of the scientific community, the media, and potential donors to CURE. It is most likely that this presentation would occur at the annual AES Meetings.

(d) Final Written Report. Applicant Investigator agrees to submit to CURE a final written report. If the Project involves the

creation of a written product, a copy of such written product must be submitted with the final report.

3. Investigation by CURE. If any of the reports required above indicate that CURE grantees are not working toward achieving the purposes for which the grant was awarded, CURE may conduct an investigation. Applicants understand and agree that if CURE determines, in its discretion, that they have not met the terms and conditions of this grant, it may halt the disbursement of further funds and take all reasonable and appropriate steps either to recover the grant funds or to insure the restoration of diverted funds. Applicants further understand and agree that CURE may withhold any further payments until such time as it is satisfied that all obligations under this Agreement are met.
4. Use of Funds.
 - (a) Applicants agree to utilize all grant funds in accordance with CURE's mission, "No Seizures, No Side Effects," as determined by the Board of Directors of CURE.
 - (b) Applicants agree that grant funds shall be used only for the direct support of research and only in the manner and for the purposes indicated in the grant proposal. Changes in the expenditure of budgeted funds require the approval of CURE. CURE grant funds shall not be used to pay for institutional overhead or any other indirect costs. In addition, Applicants agree that grant funds given by CURE shall not duplicate funds obtained from any other source.
 - (c) Applicants agree that the decision to provide any grant funds to subcontractors of grantees is the sole responsibility of grantees, and that grantees must assure that such funds are used only for the direct support of research and only in the manner and for the purposes indicated in the grant proposal.
 - (d) Any requests for no-cost extensions or requests to modify the budget (*e.g.*, adjustments, re-purposing of funds) must be submitted in writing to CURE no later than 30 days prior to the end of the award period.
5. Research Commitment. Applicant Institution agrees that Applicant Investigator's time, facilities, and position will remain at an appropriate level to facilitate the Project.

6. Assignment of Rights.
- (a) If any patents arise out of or are developed in connection with the research funded by the CURE grant described herein, the rights to which are deemed to be the property of Applicant Investigator and/or Applicant Institution, Applicants expressly agree not to enforce their rights in any such patents against any physician or not-for-profit institution engaged in the treatment of patients with epilepsy.
 - (b) If any original notes, presentations, publications, or other materials, without limitation (including any summary or description of research results) (“Materials”) arise out of or are developed in connection with the research funded by the CURE grant described herein, the rights to which are deemed to be the property of Applicant Investigator and/or Applicant Institution, Applicants agree to, and do hereby, assign to CURE a non-exclusive, fully paid, worldwide, unrestricted license to publish and distribute all such Materials.
7. Indemnification. Applicants agree to and hereby do indemnify and hold harmless CURE, its directors, officers, employees, and agents from any and all demands, claims, suits, and expenses, including but not limited to reasonable attorney’s fees, which CURE may incur by reason of Applicants’ acts or omissions (including, without limitation, use of third party intellectual property rights) arising out of or in connection with this Agreement.
8. News Releases. CURE encourages Applicants to issue news releases regarding the award of the grant, and to publicize the efforts of CURE to find a cure for epilepsy by raising funds for research and by increasing awareness of the prevalence and devastation of this disease. In addition:
- (a) Applicants agree that CURE may issue news releases regarding the award of the grant. Applicants also agree to assist in the development and production of such releases as requested by CURE.
 - (b) Applicants agree to submit to CURE for prior approval any and all news releases or other published statements if such news releases or public statements mention or refer to CURE.

- (c) Applicants agree to acknowledge CURE in any publication in a manner that shall be approved by CURE in advance.
- (d) Applicants agree to be bound by CURE's *Policy on Public Access for Publications Resulting from Research Grant Awards Funded by CURE* which requires, among other things, that:

“all peer-reviewed articles supported in whole or in part by [CURE-funded] grants must be made available in the PubMed Central online archive. Authors are to deposit an electronic copy of their final peer-reviewed manuscripts in PubMed Central immediately upon acceptance for journal publication. The manuscript is to be made publicly available in PubMed Central no later than 12 months after the official date of journal publication.”

Applicants further agree to take all steps necessary to reserve such rights in their agreements with publishers as may be necessary to comply with CURE's *Policy on Public Access*.

- 9. Permissions. No party shall use the name or names of another party, or any adaptation, abbreviation, or derivative thereof, whether oral or written, without the permission of such party, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, prior written permission of Applicants shall not be necessary for CURE to identify them as grantees or in research results, summaries, or discussions the distribution of which is permitted pursuant to this agreement.

10. Termination.

- (a) Any party may terminate this Agreement at any time for material breach by another party. Within ten (10) days of such termination, Applicants shall return any unspent and uncommitted grant funds to CURE and provide CURE with a copy of all Materials prepared up to the date of termination.
- (b) Any party may terminate this Agreement upon the death or permanent disability of Applicant Investigator. Within thirty (30) days of the date of Applicant Investigator's death or permanent disability, Applicant Institution shall return any unspent and uncommitted grant funds to CURE and provide

CURE with a copy of all Materials prepared up to the date of death or permanent disability.

- (c) Any party may terminate this Agreement in the event Applicant Investigator leaves the full-time employ of Applicant Institution, for any reason other than death or permanent disability, prior to completion of the Project. Within sixty (60) days of the date of such termination, Applicants shall return any unspent and uncommitted grant funds to CURE and provide CURE with a copy of all Materials prepared up to the date of the termination, unless and until CURE, Applicant Investigator, and Applicant Investigator's new place of employment enter into a written agreement providing for the continuation of the Project under the same conditions applicable herein or other conditions agreed to by such parties.

11. Payment Information.

- (a) CURE will forward fifty percent of the first year's annual grant funds on or about the Start Date indicated above. The remaining fifty percent of the first year's annual grant funds will be forwarded upon timely receipt and approval by CURE of the first required semi-annual report(s). Thereafter, fifty percent of each year's annual grant funds will be forwarded upon timely receipt and approval of the applicable required semi-annual report; provided that in the final year of the grant, the remaining \$5,000 of the grant will be forwarded upon timely receipt and approval of the final written report.
- (b) Upon approval and funding of an application, Applicants state that the funds should be forwarded as follows:

Check payable to:

Mail to:

Institution EIN:

12. Transfer of Funds to a Different Institution.

- (a) CURE will consider requests from investigators holding CURE grants to transfer their grant to another eligible host institution. Requests will be assessed on a case-by-case basis and must be justified in terms of the scientific rationale and appropriateness of the new research environment.
- (b) A request to transfer grantee institutions must be made in advance of the anticipated start date at the new institution. The original grant period and total commitment of grant funds will remain the same. The final expenditure report and any associated refund from the original grantee institution will be required prior to the release of funds to the new institution.
- (c) Applicants acknowledge and agree that the decision as to whether a requested transfer of funds will be approved is at the sole discretion of CURE, and applicants agree to be bound by CURE's decision.

PLEASE NOTE: CHANGES TO THIS GRANT APPLICATION AGREEMENT WILL NOT BE ACCEPTED.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

AGREED TO:

APPLICANT INVESTIGATOR:

Signature: _____

Name: _____

Date: _____

APPLICANT INSTITUTION:

Signature: _____

Name: _____

Title: _____

Date: _____

CITIZENS UNITED FOR RESEARCH IN EPILEPSY

Robin Harding
Chief Executive Officer