



October 25, 2011

Principal Investigator:

[Principal Investigator Name]

[Institution]

[Address]

Authorized Institutional Official:

[Authorized Institutional Official Name]

[Institution]

[Address]

Project Title: [_____]

Total Award Amount: [_____]

Funding Period: [_____]

Dear [Principal Investigator Name] and [Authorized Institutional Official Name]:

We are pleased to inform you that support for the above-referenced project ("Project") has been approved for funding for the amount and time period indicated. This award is being made by the Chordoma Foundation, a 501(c)(3) non-profit organization, to [Institution's Name] ("Institution") in order to support the performance of the Project in the laboratory of [Principal Investigator's Name] ("Principal Investigator").

This award is contingent upon the availability of funds and is subject to the terms and conditions attached to this letter. Acceptance of this award signifies the concurrence of Principal Investigator and Institution with these terms and conditions.

Please let us know within 30 days whether you plan to accept this award by signing and returning this letter to the Chordoma Foundation, at PO Box 2127, Durham, NC 27702. This award offer expires 30 days from the date of this letter.

If you have any questions or comments concerning this award, please call 919-809-6779 or email grants@chordoma.org.

Sincerely,

Josh Sommer
Executive Director

ACKNOWLEDGED AND AGREED TO:

[Principal Investigator Name]

[Authorized Institutional Official Name]
[Institution]

Terms and Conditions of Grant Award

1. DISBURSEMENT POLICY AND REPORTING REQUIREMENTS.
 - A. This grant is made for a period of one year. Two-thirds of the total grant amount will be disbursed up front, and the remaining one-third of the total grant amount will be disbursed upon demonstration of satisfactory progress six (6) months after the beginning of the grant period. 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.
 - i. If the Project involves human subjects research, proof of approval for the Project by an Institutional Review Board.
 - 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 progress report must be emailed to grants@chordoma.org within six (6) months of the beginning of the funding 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 description of any changes in plans from the original project proposal, and a justification for such changes.
 - iv. A list of manuscripts or abstracts submitted and/or published based upon results of this project
 - v. A description of any intellectual property that was generated using Chordoma Foundation research support.

- D. A final comprehensive progress report must be emailed to grants@ChordomaFoundation.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 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. Requests to modify the approved Project description must be submitted in writing to the Chordoma Foundation at least sixty (60) days prior to the date such changes are proposed to become effective.
- 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. Any results and accomplishments from research funded by the Chordoma Foundation shall be made public, preferably in a peer-reviewed journal article. In addition, the Principal Investigator and the Institution will use reasonable efforts to ensure that results of the Project are presented at a Chordoma Foundation Research Workshop.
- B. The Chordoma Foundation must be cited as a source 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.
- 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, 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 on a reasonable basis as soon as possible, and no later than one year after the termination of the grant period. The Chordoma Foundation 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 discretion. 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. However, 10% of any commercial benefit (including without limitation the value of any licensee equity) obtained by the Institution from any grant of rights to any third party with respect to such Intellectual Property or tangible property must be returned to the Chordoma Foundation.
- 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 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 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 in performing such activities, and thereafter the portion of commercial benefit to which the Chordoma Foundation is entitled with respect to such IP or tangible property will be increased to 50%.

6. **LIABILITY.** The Principal Investigator and the Institution will indemnify and hold harmless the Chordoma Foundation, 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.
7. **MISCELLANEOUS.** These terms and conditions reflect the entire agreement between the parties. No provision may be waived, amended or modified except by a writing signed by the parties.