



Terms & Conditions of Grant Awards

BrightFocus Terms and Conditions of Grant Awards Template last updated March 2019.

This is the template for award contracts used previously. It is provided for reference in the interest of transparency. The actual contract that we generate in the event of a positive award decision will differ as appropriate.

Principal Investigator: «Contact_Name_Full», «Contact_Highest_Degree»

Grantee Institution: «Org_Name»

BrightFocus Grant Submission Number: «Request_Reference_Number»

Award Value: «Board_Approved_Award_Amount»

Award Type: «Codes_Type_of_Support»

Award Duration: «Board_Approved_Award_Start_Date» -
«Board_Approved_Award_End_Date»

Project Title Submitted by Principal Investigator: «Request_Project_Title»

Project Specific Aims as Proposed by Principal Investigator ("Specific Aims"):
«Request_SpAimsBenchmarks»

The BrightFocus Foundation (BrightFocus) awards grants for basic research on the causes of and treatments for Alzheimer's disease, Macular Degeneration, and Glaucoma. Its programs include Alzheimer's Disease Research (ADR), Macular Degeneration Research (MDR), and National Glaucoma Research (NGR).

DEFINITIONS AND ABBREVIATIONS

Definitions set forth in this section "Definitions and Abbreviations," in addition to any definitions integrated in the text of this Grant Agreement, apply to all portions of this Grant Agreement unless explicitly stated otherwise.

ADR: Alzheimer's Disease Research, a program of the BrightFocus Foundation.

Agreement: The agreement defined in the present document unless represented as "Grant Agreement", defined elsewhere in the section entitled Definitions and Abbreviations.

Assignee: is defined in Terms & Conditions section [21.2].

Award Date: «Board_Approved_Award_Start_Date»

BrightFocus: BrightFocus Foundation

Grant: Financial award of funds for research on the causes of and treatments for Alzheimer's disease, Macular Degeneration, and/or Glaucoma.

Grant Agreement: The agreement defined collectively by the documents entitled "Terms and Condition of Grant Awards," "Intellectual Property Contract," and the "BrightFocus Foundation Release of Grant Information Agreement." The Grant Agreement is understood to be made in support of the Specific Aims of the research formally proposed by the Principal Investigator through BrightFocus' Grant application process.

Grantee: The grant recipient of the BrightFocus award. The individual whose name appears as Principal Investigator for the BrightFocus Award.

Grantee Institution: The college, university, organization or institution to which the Grant is granted, and with whom the Grantee is formally associated.

MDR: Macular Degeneration Research, a program of The BrightFocus Foundation.

NGR: National Glaucoma Research, a program of The BrightFocus Foundation.

No Cost Extension (NCE): An extension of a Grant term to expend unused Grant funds or allow for completion of proposed research.

Official Written Correspondence: Written or electronically delivered communications reasonably understood to have originated from an identifiable individual representing either Grantee, Grantee Institution, BrightFocus, or their agents. Such communications may be by written letter delivered through the postal system, or electronic representations of such communications provided as images bearing a facsimile of the sender's signature.

Principal Investigator: The individual designated as the lead researcher whose name appears as Principal Investigator for the BrightFocus Award on the Grant application, unless otherwise approved by BrightFocus. This person shall also serve as the primary contact for all communications regarding the BrightFocus award.

Reagent: A product used, by virtue of its mechanical, chemical or biological activity, to detect, measure, examine, analyze, or produce other products (e.g., recombinant DNA clones, cultured cell lines, hybridoma cell lines, mutant or unique organisms, software, or equipment).

Research Misconduct: An act of falsification, fabrication, or plagiarism of data or results, or the omission of material data or results that occurs during the application process, performance of the award or reporting of performance of the award.

Specific Aims: are defined and set forth under the title "Project Specific Aims As Proposed by Principal Investigator," above.

Sub-Grant: is defined in Terms & Conditions section [21.1].

Supported Project: Work approved by BrightFocus to be performed by the Grantee in support of the Specific Aims of the research that were formally proposed by the Principal Investigator through BrightFocus' grant application process.

Term: The term ("Term") of this Grant Agreement shall include the Award Duration (start and end dates inclusive), plus the duration and first and end dates of any one or more contiguous No Cost Extension(s), unless earlier terminated in accordance with the provisions of this Grant Agreement. Signature dates will have no impact on the length of Term. In the event that, prior to completion of Term, this Grant Agreement is transferred in entirety from Grantee Institution to an Assignee pursuant to section 21.2 of Terms & Conditions, (a) "Original Term" shall refer to the portion of the Award Duration commencing with the start date and ending on the day prior to the date of assignment to the Assignee; and (b) "Transferee Term" shall refer to the portion of the Award Duration commencing with the date of assignment to the Assignee and ending on the end date of Award Duration, plus the duration and first and end dates of any one or

more contiguous No Cost Extension(s), unless earlier terminated in accordance with the provisions of this Grant Agreement.

CONDITIONS OF FUNDING

[1] Funding Restrictions

BrightFocus will fund grants for research at non-profit organizations or institutions only. Each Grantee Institution must submit evidence of its tax-exempt status to BrightFocus prior to the distribution of any Grant including but not limited to, a tax determination from the Internal Revenue Service.

For foreign institutions: Each Grantee Institution must submit evidence of its tax-exempt status to BrightFocus prior to the distribution of any Grant, including but not limited to, a determination of tax-exempt or nonprofit status from their home country of origin.

Funds shall be awarded to the Grantee Institution and not to individual Principal Investigators. All Grants must be used exclusively for research and research equipment not for overhead, capital expenditures, administrative costs or other peripheral costs, except where BrightFocus, in its discretion, may make an exception for costs associated with the publication of the results of the BrightFocus sponsored research in academic journals, or for costs associated with participation in academic conferences.

The BrightFocus Grant may pay for all or a portion of the salary of the Principal Investigator provided the salary request is justified in the Grant application and is in accordance with rules specified in the application guidelines. Acceptance of these terms and conditions shall constitute an affirmation that Principal Investigator is of the professional rank or status required by the application guidelines.

[2] Discontinuation of Grant Funding and Termination of Grant Agreement

Although BrightFocus has committed grant funds for the Term of the Grant, BrightFocus reserves the right to terminate the Grant and Grant Agreement at any time prior to the end of the Term in the event of a breach of any of the terms and obligations stated herein. In the event of termination, no further Grant payment will be made and Grantee Institution shall be required to return any Grant funds that have been advanced. Either party may terminate the Grant Agreement upon thirty (30) days prior written notice to the other party. If terminated by BrightFocus for reasons other than Research Misconduct, then Grantee Institution is entitled to full repayment for all non-cancelable commitments associated with BrightFocus-approved

budget line items incurred to the Grantee Institution (if they are in excess of the funds already paid), as of the effective date of the termination. Non-cancelable commitments include, but are not limited to, all costs associated with a graduate student's appointment within a given academic year. Discontinuation of Grant Funding due to Research Misconduct shall be treated as a special circumstance as described in separate sections of this document and may require the return of the entire grant in BrightFocus' sole discretion.

[3] Anti-Terrorism Compliance

Both the Principal Investigator and Grantee Institution affirm expressly that each will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

Any violation of this representation is grounds for immediate termination of the Grant Agreement and return to BrightFocus of all funds advanced to the Grantee, in BrightFocus' sole discretion.

In the event of termination for the reasons set forth above, the Principal Investigator and Grantee Institution shall be required to reimburse BrightFocus for all reasonable costs incurred by BrightFocus in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

Any Principal Investigator determined to violate this Section shall be prohibited from seeking future funding from BrightFocus.

Any Grantee Institution determined to violate this Section shall, at the discretion of BrightFocus, be prohibited from seeking future funding from BrightFocus.

[4] Research Misconduct

The Grantee Institution identified in the Grant Agreement shall have in place adequate controls and systems for assuring the quality and integrity of research carried out under the supervision of the Principal Investigator so that Research Misconduct shall be prevented, and if not prevented, the conduct shall be detected and terminated forthwith, and Grantee Institution shall notify BrightFocus of such detection and termination. The Grantee Institution shall have effective mechanisms for identifying Research Misconduct and shall have clearly publicized rules and procedures for investigating allegations of Research Misconduct.

BrightFocus holds both material and intangible interests in all research conducted pursuant to the Grant Agreement and Supported Project. In the event that the Principal Investigator, research team, or staff is reasonably determined by the Grantee Institution, or by an independent institutional inquiry, to have been found to have engaged in Research Misconduct, BrightFocus holds the right to terminate any funding authorized by this Grant Agreement to that Principal Investigator, research team, or staff member in its sole discretion. Termination of the award may be initiated regardless of whether the perpetrator of the misconduct was the named Principal Investigator or any person under the supervision of the Principal Investigator, including but not limited to students, trainees and employees. If the perpetrator of the misconduct is a collaborator or person under the supervision of a collaborator named on the BrightFocus Grant application, termination may be initiated only if the Research Misconduct is directly related to the Specific Aims of the Supported Project of the Grant.

Termination of the Grant Agreement due to Research Misconduct shall require the return of all Grant funds authorized under this Grant Agreement and advanced to the Grantee Institution in the name of the Principal Investigator. In the event of termination for the reasons set forth in this section, the Principal Investigator and Grantee Institution shall reimburse BrightFocus for all reasonable costs incurred by BrightFocus in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

The interest of BrightFocus in any Grant awarded shall be understood to persist indefinitely following the expiration of the Grant. Should Research Misconduct be reasonably determined by BrightFocus or by an independent institutional inquiry to have occurred in relation to this BrightFocus Grant after termination of the Grant, BrightFocus shall have the right to demand, and Grantee Institution shall return, all funds advanced to the Grantee Institution under the Grant and the reimbursement of all reasonable costs incurred by BrightFocus in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

BrightFocus may, in its discretion, decline the application of, and prohibit any investigator found to have been guilty of, Research Misconduct from seeking future Grant funding from BrightFocus.

[5] Overlapping Grant Awards

"Overlapping Grant Awards" is defined as a circumstance under which either the budget or scientific aims of a BrightFocus Supported Project duplicates either the budget or scientific aims of another project that is under the direction of the Principal Investigator and funded by

another source. This overlap may be scientific in which the duplication occurs in the Specific Aims of the research project, or financial in which another funding source commits money for items documented in the approved BrightFocus award budget.

BrightFocus awards funds with the express understanding that BrightFocus is the exclusive financial supporter of the Supported Project for which Grant monies were requested. At the request of the Principal Investigator, the instance of scientific overlap may be approved by BrightFocus, at its discretion, so long as there is no financial overlap associated with the request. Financial overlap is prohibited. BrightFocus does not allow BrightFocus Grant funds to be used for research projects receiving funding from another source without express written permission from BrightFocus, said permission having been applied for and received in advance of the anticipated occurrence of the overlap.

An anticipated occurrence of Overlapping Grant Awards shall be understood to exist following Principal Investigator's or Grantee Institution's receipt of an award letter, or the documented promise for funding, from another funding source, if that award would be scientifically or fiscally duplicative of the BrightFocus award. All occurrences or anticipated occurrences of Overlapping Grant Awards must be reported immediately to BrightFocus. Grantee Institution shall have thirty (30) days from the report of the overlap to remedy the overlap. Failure of the Grantee Institution to report or satisfactorily remedy the occurrence of overlap between the BrightFocus Grant and the funding of another organization will result, at the discretion of BrightFocus, in terminating the award, and/or the return of the overlapping proportion of monies awarded by BrightFocus to the Grantee Institution up to and including the full value of the BrightFocus award.

In the event of termination for the reasons set forth in this Section, the Grantee Institution shall be required to reimburse BrightFocus for all reasonable costs incurred by BrightFocus in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

[6] Use of Human Subjects or Vertebrate Animals for Research

Research projects involving human subjects and/or vertebrate animals must meet or exceed standards required for United States of America federal government funding including all rules and regulations developed by the National Institutes of Health. If the proposed research will involve the use of human or vertebrate animal subjects, the appropriate committee of the Grantee Institution must provide BrightFocus with a signed release to demonstrate approval of the proposed research protocol(s) before Grant funds are released.

If the project is to be funded through an award to a foreign institution or through an individual fellowship award that will support activities at a foreign institution, BrightFocus requires a statement of compliance from the Grantee Institution that the activities will be conducted in accordance with all applicable local laws and regulations in the foreign country. Such foreign protocols must meet or exceed standards required for United States of America federal government funding for research projects.

[7] Indemnity and Liability

Solely to the extent that Grantee Institution is authorized by its state laws and constitution, Grantee Institution agrees to indemnify BrightFocus, its officers, directors, employees, agents, successors and assigns (the "Indemnitee") from any loss, liability, damage, cost or expense including reasonable attorneys' and accountants' fees suffered by Indemnitee arising out of, or connected in any way with any claims made against it due to activities involving (a) Principal Investigator or Grantee Institution's use, planned use, and/or proposed use, at any time, of human or animal subjects, whether alive or dead, including, but not limited to clinical trials and diagnostic trials; (b) scientific experimentation; (c) personal injury, bodily injury, or property damage; and (d) breach of any of the representations or covenants contained in this Grant Agreement, including the Intellectual Property Contract, Release of Grant Information Agreement, and any deliverable required under this Grant Agreement, except as prohibited by applicable state law. The extent to which Grantee Institution is permitted to perform its functions as an indemnitor pursuant to this paragraph shall be determined according to the procedures for dispute resolution set forth in section [22].

Grantee Institution will maintain insurance coverage with policy limits sufficient to cover the aforesaid indemnity obligations and scope of activities contemplated in this Grant Agreement, and will name BrightFocus as an additional insured. Grantee Institution will, at the reasonable request of BrightFocus, provide BrightFocus with evidence of such insurance coverage. Alternatively, in the event that Grantee Institution is self-insured, Grantee Institution will self-insure with amounts sufficient to cover the aforesaid indemnity obligations and scope of activities contemplated in this Grant Agreement.

Each party shall be responsible for its own negligent acts and any loss, liability, damage, cost or expenses resulting therefrom and shall not be responsible for the acts of the other party. Each party will assume all risks and liability to itself, its agents, or employees for any injury to persons or property to the extent such negligent conduct results from its own acts and/or the acts of its agents or employees performing under this agreement.

[8] Sharing of Reagents

Reagents developed during the course of any research funded by BrightFocus Grants must be made available to qualified investigators following the publication of reports using or describing the Reagents. The Grantee Institution shall provide the Reagents developed during the course of BrightFocus-sponsored research to other qualified investigators when reasonably requested to do so.

Unpublished Reagents shall be treated as described in the Intellectual Property Contract Agreement (section 11, Reservation of Rights for Research Purposes).

[9] Public Education

Acceptance of this Grant shall be deemed consent of the Grantee Institution to the publication of information, including the title of the project, the name and institutional affiliation of the Principal Investigator, the amount of the award and the non-technical project summary. The non-technical summary shall not contain confidential information.

[10] Confidentiality

Any information provided by Grantee Institution or the Principal Investigator that is explicitly marked non-confidential as provided for in the attached "BrightFocus Foundation Release of Grant Information Agreement" (hereby incorporated by reference) shall be considered available to BrightFocus for purposes of public education or marketing without further consultation with the Principal Investigator or Grantee Institution.

[11] Publications

All publications resulting from research sponsored by BrightFocus Grants shall give the following or similar credit: Acknowledgement is made to the donors of the XXX, a program of the BrightFocus Foundation, for support of this research. XXX is understood to represent the program through which the grant is made (*i.e.*, XXX=ADR, MDR, or NGR) and the BrightFocus Grant Submission Number.

Grantee Institution should make good faith efforts to include the BrightFocus logo when BrightFocus-supported studies are represented in public through communications and media wherein the logos of sponsoring agencies are traditionally depicted (*e.g.*, slide presentations, poster presentations, study enrollment fliers, *etc.*). A copy of the BrightFocus logo may be downloaded from the BrightFocus website, and is currently maintained at <https://www.brightfocus.org/grants/current-awardees>.

Additional acknowledgement should be given to any Grant made in a memorial or honor of a named person. Notification of such memorials or honors shall be made to the Principal Investigator by Official Written Correspondence from BrightFocus.

For all scientific publications of work supported by BrightFocus, Principal Investigator is responsible for informing BrightFocus within two weeks of notification of an editorial decision to accept a manuscript for publication. Manuscripts posted on a pre-print database, such as BioRxiv or similar platform, should be provided by a hyperlink at the time of posting.

[12] Publicity

Publicity of awards is an essential component of BrightFocus' mission to educate the public concerning issues regarding BrightFocus' program areas. By acceptance of the award, the Principal Investigator agrees to participate in targeted promotional activities including media interviews, social media, and videos. Participation of the Grantee Institution in such publicity shall be governed by Grantee Institutional policy. Grantee Institutional representatives other than the Principal Investigator shall only be reimbursed for expenses at the discretion of BrightFocus.

[13] Renewals

All requests for renewal of BrightFocus support should be made by submission of a new application.

[14] Requests For Supplemental Funding.

BrightFocus has an interest in the continued success of its investigators. At the termination of the Grant Agreement, if Principal Investigator has been unable to secure additional funding for his or her laboratory, BrightFocus may at its sole discretion, and in rare circumstances, grant limited additional support to Principal Investigator. Any Principal Investigator seeking such aide should contact the BrightFocus Scientific Affairs Department for full guidelines and must make the request prior to the expiration of the Grant Agreement.

ADMINISTRATIVE REQUIREMENTS

[15] Intellectual Property Contract

The BrightFocus Intellectual Property Contract (attached), along with the Terms and Conditions of Grant Awards, is an integral part of the BrightFocus Grant Agreement, and applies to all Grants provided by BrightFocus.

[16] Budget Guidelines, Revisions, and No Cost Extensions

The budget may not contain administrative overhead or indirect costs, and should be prepared in US dollars.

The transfer of more than \$5,000 from one budget category to another requires written approval from BrightFocus. Requests for such transfers must be made through Official Written Correspondence, provide justification for the proposed transfer, and submit a copy of the new proposed budget.

In the event that there is more than 15% of the total grant award remaining in the Grant account at the end of the Grant period, the Grantee Institution or Principal Investigator may request permission to extend the grant period for a period not to exceed one year with no increase in funding. Requests for such **"No Cost Extensions"** must be made through Official Written Correspondence before the expiration of the award.

If a request for a No Cost Extension is approved for an extension period greater than three months, an interim scientific progress and financial statement shall be required within sixty (60) days following the original termination of the award. A final financial and scientific progress report shall be required within sixty days (60) following termination of the approved No Cost Extension.

[17] Transfer of Grants Between Institutions or to a Different Principal Investigator

17.1 Transfer of Grant Between Different Grantee Institutions

In the event that Principal Investigator transfers to another university or research facility and wishes to transfer the Grant and animals, supplies, equipment and other materials purchased with funds from the Grant, Principal Investigator must submit a formal request through Official Written Correspondence to BrightFocus. Requests must be accompanied by a letter from the new institution, the letter a) documenting Principal Investigator's new title, date of hire, and available resources; b) stating that the new institution has read and agreed to the terms and conditions of this Grant Agreement; c) providing, where appropriate, copies of animal or human subject protocols; and d) providing necessary banking information for future grant payments. The request must also be accompanied by a ready-for-signature draft of an Assignment pursuant to section [21.2] Right to Assign and Delegate. If the transfer is not approved by BrightFocus, then the Grant will be terminated pursuant to section [2] Discontinuation of Grant Funding.

If Grantee Institution is not willing to relinquish the Grant and Grant Agreement, then the Grant will be terminated as provided in section [2] Discontinuation of Grant Funding.

If Grantee Institution is willing to relinquish the Grant but Assignee does not agree to comply with the requirements set forth in this Grant Agreement due to legal restrictions imposed by State or Federal law, then, in those rare occasions, a minor letter amendment to this Grant Agreement may be negotiated with BrightFocus and Grantee Institution. Otherwise, if Assignee cannot accept the Grant Agreement as required by section [21.2] Rights of Assignment and Assumption, then the Grant will be terminated as provided in section [2] Discontinuation of Grant Funding.

The Principal Investigator shall not use Grant funds for any costs related to a transfer under this section [17].

17.2 Transfer of Grant Between Different Principal Investigators at the Same Institution

In the event that Principal Investigator can no longer oversee execution of the Supported Project, Principal Investigator may request that Principal Investigator's responsibilities be transferred to another person to complete for the remainder of the Term. In such a case, Principal Investigator must request a change in personnel through Official Written Correspondence to the BrightFocus Scientific Affairs Department for approval. This request must be accompanied by a letter from the individual who would serve as the new Principal Investigator ("New Principal Investigator") and by a brief bio-sketch explaining New Principal Investigator's qualifications to complete the Specific Aims of the Supported Project. This letter should indicate that New Principal Investigator is willing to take responsibility for the project as described in the original proposal and that New Principal Investigator accepts the obligations of this Grant Agreement.

In the event that a request is made to transfer the Grant to a New Principal Investigator and the request is not approved by BrightFocus, and Principal Investigator cannot continue to oversee execution of Supported Project, then the Grant shall be terminated as provided in section [2] Discontinuation of Grant Funding.

17.3 Transfer of Grant By Postdoctoral Fellows

Postdoctoral fellowship grants are considered by BrightFocus to be personal and non-delegable. Thus, if Principal Investigator is on a Postdoctoral Fellowship Grant and can no longer oversee execution of the Specific Aims of the Supported Project because Principal

Investigator has left Grantee Institution to pursue other efforts, the Grant will not be transferred to another investigator at Grantee Institution, and the Grant will be terminated as provided in section [2] Discontinuation of Grant Funding.

If Principal Investigator is on a Postdoctoral Fellowship Grant and is given a promotion within Grantee Institution, and is still executing research on the Specific Aims, then Official Written Correspondence must be submitted to the BrightFocus Scientific Affairs department by Principal Investigator and his/her research supervisors explaining the situation and asking for permission to continue the Grant.

[18] Financial Reports

BrightFocus requires a certified financial report for each year of the Grant. BrightFocus will provide forms for submission of the financial reports through the grantees online application portal at ProposalCentral (<https://proposalcentral.com/>).

If the grant is for a period of time exceeding one year, a 12-month Interim Financial Report showing allocations and expenditures for the first Grant year must be submitted by 60 days from the one year anniversary of the start date, for each year of the grant (For a start date of July 1, the Grant year is July 1 to June 30, and the Interim Financial Report must be submitted by September 1 each year.). This report must be signed by the Principal Investigator and a representative of the Grantee Institution, and must show that Grant funds were used in accordance with the approved budget.

Delinquent reports or reports describing unapproved expenditures may result in delays of scheduled award payments or, at the sole discretion of BrightFocus, termination of the Grant.

A Final Financial Report showing allocations and expenditures for the Grant must be submitted by two months after expiration of the Grant Agreement (or by two months after the expiration of the NCE, if the grant has been extended). This report shall be made in lieu of the Interim Financial Report, must be signed by the Principal Investigator and an authorized signatory of the Grantee Institution, and must show that grant funds were used in accordance with the approved budget. Unexpended grant funds in excess of US\$50 shall be returned to BrightFocus at the time of the Final Financial Report.

BrightFocus shall have the right to decline to review future funding proposals made by any Principal Investigator or Grantee Institution, if the Principal Investigator fails to submit the appropriate Final Financial Report (or return unexpended grant funds in excess of US\$50), until such requirements are submitted to BrightFocus.

[19] Scientific Progress Reports

If the Grant is for a period exceeding of one year, the Principal Investigator must submit an Interim Scientific Progress Report detailing progress made towards the Specific Aims of the Grant. This annual report shall be signed by the Principal Investigator and must be submitted by 45 days before the end of each Grant year. (For a start date of July 1, the Grant year is July 1 to June 30, and the Interim Scientific Progress Report must be submitted by May 15 each year.).

Delinquent reports will result in delays of scheduled Grant payments or, at the sole discretion of BrightFocus, termination of the Grant.

For all Grants, a Final Scientific Progress Report must be submitted within 60 days after the end of the Grant period (For a start date of July 1, the Final Scientific Progress Report must be submitted by September 1). This report should be made in lieu of the Interim Scientific Progress Report in the final year of the award. This report must be signed by the Principal Investigator.

The submission of the progress reports will be handled online through the grantee's application portal at ProposalCentral (<https://proposalcentral.com/>).

BrightFocus shall have the right to decline to review future funding proposals made by any Principal Investigator or Grantee Institution, if the Principal Investigator fails to submit the appropriate Interim and Final Scientific Progress Reports, until such requirements are submitted to BrightFocus.

Reprints of subsequent publications acknowledging support of BrightFocus should be submitted to the BrightFocus Scientific Affairs Department as they become available. Progress reports will be reviewed by BrightFocus program staff or representatives. BrightFocus' determination of the level of progress made on the Supported Project shall be informed by the Specific Aims submitted with the BrightFocus proposal by the Principal Investigator.

Requests to amend, or otherwise change, Specific Aims shall be made by Official Correspondence initiated by Principal Investigator and submitted to the BrightFocus Scientific Affairs Department for approval, which shall not be unreasonably withheld.

If Principal Investigator is determined by BrightFocus to have achieved inadequate progress on the Supported Project, then Principal Investigator shall be given a reasonable period of time to remedy the progress. The length of this period of time shall be determined in good faith based on the circumstances of the individual Supported Project and Principal Investigator and is not explicitly defined by this contract. If BrightFocus determines that the project cannot be

satisfactorily completed during the duration of the award, BrightFocus, at its discretion, may terminate the award as provided in section [2] Discontinuation of Grant Funding.

BrightFocus holds the right to decline to review future funding proposals made by any Principal Investigator who fails to submit the Final Scientific Progress Report required of a prior BrightFocus Grant award until such reports are submitted to BrightFocus.

The Principal Investigator will be contacted in years 1, 2, and 5 following the expiration of the award. At this time, the Principal Investigator will be asked to respond to a brief inquiry regarding any publications or other reportable outcomes that may have arisen from BrightFocus support.

The Principal Investigator for Postdoctoral Fellowship awards will provide additional progress reports to BrightFocus at regular intervals throughout the year. The format and frequency of these reports will be determined by mutual consent of Principal Investigator and BrightFocus as necessary for the effort at the start of the project.

[20] Document Retention

Grantee Institution shall retain copies of all Official Written Correspondence related to the BrightFocus Grant for a period of 3 years following expiration of the award.

BrightFocus, in some circumstances, accepts electronic or other facsimile copies of written letters. However, it does so only with the understanding that the original document remains in the possession of the sender of the correspondence and that the original document will be made available upon request by BrightFocus.

Retention of records pertaining to Subject Property (as defined in the Intellectual Property Contract) is governed by the Intellectual Property Contract.

[21] Rights to Sub-Grant and Assign

21.1. Right to Sub-Grant.

Grantee Institution will have the right to issue a sub-grant by delegating a portion of the performance goals and responsibilities of this Grant ("Sub-Grant") to a Sub-Grant recipient ("Subrecipient"), according to substantially the same terms as this Grant Agreement. Any Sub-Grant awarded by Grantee Institution to a Subrecipient ("Sub-Grant Agreement") shall (a) be in writing; (b) be subject and subordinate to, and consistent with, the rights and obligations of this

Grant Agreement; (c) permit Grantee Institution to monitor the activities of Subrecipient as necessary to ensure that Sub-Grant performance goals are achieved and that procedures are followed in a manner consistent with this Grant Agreement; and (d) require the applicable Subrecipient to comply with all applicable terms of this Grant Agreement. No Sub-Grant Agreement will diminish, reduce or eliminate any right or obligation of any party under this Grant Agreement.

Grantee Institution will ensure that any Sub-Grant that it enters into hereunder explicitly states that the termination date of any Sub-Grant and Sub-Grant Agreement will be co-incident with the termination date of this Grant and this Grant Agreement, respectively, regardless of whether such termination date occurs at the normal expiration end date of the Term or is prompted by a notice of termination pursuant to section [2].

Grantee Institution will ensure that the survival clause of section 12.2 of the Intellectual Property Contract will apply to the term of the Sub-Grant as the responsibility of the Sub-Recipient.

21.2. Rights of Assignment and Assumption.

Grantee Institution will have the right to assign, transfer, deliver, and set over to an assignee ("**Assignee**") in an assignment ("**Assignment**") all of Grantee Institution's right, title and interest in, to and under this Grant Agreement, said right to assign **being** contingent on (a) a statement **by Grantee Institution** in said Assignment confirming that BrightFocus has a continued right to enforce Grant Agreement during Transferee Term; and (b) Assignee's contemporary acceptance of Assignment and on assumption of all obligations arising thereunder on and after the effective date of Assignment, at which effective date Assignee will assume all of the duties of a new Grantee Institution under this Grant Agreement.

The survival clause of section 12.2 of the Intellectual Property Contract will apply to the Original Term as the responsibility of Grantee Institution. The survival clause of section 12.2 of the Intellectual Property Contract will apply separately to the Transferee Term as the responsibility of Assignee.

[22] Other

22.1. Arbitration.

The Parties hereby agree to arbitrate any dispute arising out of or in connection with interpretation, performance, breach, or termination of this Grant Agreement that the parties are

unable to resolve within ninety (90) days after written notice by one party to the other of the existence of such controversy or dispute. Such dispute will be finally resolved by arbitration before a single arbitrator appointed by the American Arbitration Association (AAA), or similar arbitration body, administered under that body's commercial arbitration rules. All proceedings will be in English in Clarksburg, Maryland, USA.

The decision of the arbitrator will be binding and conclusive on the parties, and each party will comply with such decision in good faith. Each party hereby submits itself to the jurisdiction of the courts of the State of Maryland, but only for entry of judgment with respect to the decision of the arbitrator hereunder, including injunctive relief if appropriate to render effective the arbitrator's decision. Notwithstanding the foregoing, judgment on the award by the arbitrator may be entered in any state or federal court located in the State of Maryland or any court having jurisdiction. If judicial enforcement or review of the arbitrator's decision is sought, the prevailing party will be entitled to its costs and reasonable attorneys' fees in addition to any amount of recovery ordered by the court.

The institution of any arbitration hereunder will not relieve either party of its obligations to make payments required by the terms of this Grant Agreement during the continuance of the arbitration proceeding.

22.2. Audit Rights.

In the event that the aforesaid dispute arises in connection with the revenue sharing provisions of this Grant Agreement, Grantee Institution agrees to permit its books and records to be examined to the extent necessary to verify the reports provided for in this Grant Agreement, such examination to be made at the expense of BrightFocus by any auditor appointed by BrightFocus who is reasonably acceptable to Grantee Institution.

22.3. Export Laws.

Grantee Institution shall comply, and shall require its licensees to comply, with all applicable laws and regulations. In particular, it is understood and acknowledged that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling the export of such commodities and technical data, including all Export Administration Regulations of the United States Department of Commerce. These laws and regulations among other things, prohibit or require a license for the export of certain types of technical data to certain specified countries. Grantee Institution hereby agrees and gives written assurance that it will comply with all United States laws and regulations controlling the

export of commodities and technical data, that it will be solely responsible for any violation of such by Grantee Institution, and that it will accept sole responsibility for any and all costs and damages in the event of any legal action of any nature occasioned by such violation.

22.4. Signatory Authority.

The undersigned signatory signing on behalf of Grantee Institution represents that he/she has the authority to bind each and every legal entity encompassed within Grantee Institution as that term is defined the "Definitions and Abbreviations" of this Terms and Conditions of Grant Award.

BrightFocus Foundation
22512 Gateway Center Drive
Clarksburg, MD 20871

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