

3-YEAR (2009-2012)

**CLINICAL INVESTIGATOR CAREER DEVELOPMENT AWARD
POLICY STATEMENT AND TERMS AND CONDITIONS**

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POLICY STATEMENT AND TERMS AND CONDITIONS

ELIGIBILITY

Applicant: Individual who requests funding for a lymphoma research project; must at the start of the grant period be a licensed physician at a clinical research institution in the U.S. or Canada for the duration of the LRF Clinical Investigator Grant. Clinicians with up to 5 years of experience after their first full time faculty appointment post fellowship are eligible. They should have participated in developing new therapeutics and/or diagnostic tools for lymphoma.

LRF Clinical Investigator: Applicant who is associated with a Sponsoring Institution and whose research project has been approved for funding by LRF.

LRF Clinical Investigator Career Development Award: Award given by LRF to a LRF Clinical Investigator to provide funding for the development of future diagnostic interventions and treatments for lymphoma;

Sponsoring Institution: Accredited academic institution in the U.S. or Canada that supports scientific research or a research hospital accredited by JCAHO.

Primary Mentor: Experienced researcher associated with the Sponsoring Institution who supervises and oversees the work of the LRF Clinical Investigator to ensure that the scientific aims of the Career Development and Research Plans and of LRF are met.

Associate Mentor(s): Individual (s) who will provide specialized training and assistance to Clinical Investigator

POLICY STATEMENT

The Lymphoma Research Foundation (LRF) was created to provide funding for lymphoma research and to provide information and support for those patients and their families whose lives have been affected by Hodgkin and non-Hodgkin lymphoma. The intent of the LRF Clinical Investigator Career Development Award is to train researchers who will focus on hypothesis-driven clinical research in lymphoma.

To ensure that the money LRF raises is directed toward the leading edge of lymphoma research, applications are reviewed by the LRF Scientific Advisory Board (SAB), a volunteer group of scientists distinguished in fields related to lymphoma research. They make their judgments based on the relevance of the proposed project to lymphoma, the scientific merit of the project, the demonstrated ability of the researcher, and the suitability of the Mentor and the Sponsoring Institution. The members of the SAB review the applications independently, and make their recommendation to the LRF Board of Directors (Board).

The Board of Directors studies the recommendations of the SAB. Their aim is to select those recommended applications that seem most likely to help the LRF achieve its overall research goals. LRF funds research projects submitted by individuals associated with accredited academic institutions, the Joint Commission of Accreditation of Healthcare Organizations (JCAHO), and accredited research hospitals and/or other research organizations that have national and international reputations for excellence, on the terms and conditions set forth herein.

TERMS AND CONDITIONS

The term of each LRF Clinical Investigator Career Development Award (Award) is 3 years; provided, however, that continued funding is subject to termination by LRF in the

event that LRF does not receive both a satisfactory progress report from the applicable LRF CDA and a satisfactory accompanying evaluation of the LRF CDA's progress from the Mentor, at the conclusion of each project year and in accordance with the requirements set forth in Section 10 ("Progress and Evaluation Reports below. In the event of any such termination, the LRF CDA, Mentor, or Sponsoring Institution must return any remaining funds within 60 days.

The LRF CDA Award provides \$75,000 per year for salary and educational support (*i.e. tuition, travel to conferences, etc.*) only. A budget for these expenses should be included in the application. **The LRF CDA does not provide for institutional overhead, e.g., administrative and facilities costs or other payments that are not directly paid to the LRF CDA.**

Payments from LRF CDA Awards shall be made semi-annually to the comptroller or to the designated financial officer of the Sponsoring Institution. The Sponsoring Institution shall disburse the funds to the LRF Clinical Investigator during the term of the Award. Unless otherwise agreed, the first semi-annual payment shall be paid by the end of the July 2009 (contingent on execution of the CDA Agreement). Continued payments will be contingent on LRF receiving satisfactory progress reports, as described above and further herein. .

The LRF CDA must be affiliated with the Sponsoring Institution at the time of funding and at all times during the term of the LRF CDA Award. (See Item 6 for Transfers, if necessary). Funds shall be paid to and administered by the Sponsoring Institution.

The Sponsoring Institution and the LRF CDA shall each, jointly and severally, pay at their own cost, all taxes and impositions in connection with the LRF CDA Award, including, but not limited to State and Federal unemployment taxes, social security taxes, income taxes, and sales taxes and agree to indemnify the LRF in connection with any related claims. .

The LRF CDA Award does not create an employer-employee relationship between the LRF CDA and LRF. The LRF CDA, the Mentor, and the Sponsoring Institution may not bind LRF to any contract or any obligation without the express written consent of LRF.

LRF does not assume any legal responsibility or obligation for the conduct or acts of the LRF Clinical Investigator, the Mentor(s), or the Sponsoring Institution.

The following sections provide other specific terms and conditions that must be met and further describe additional obligations and responsibilities of the LRF CDA and Sponsoring Institution.

1. Indemnity

The Sponsoring Institution, the Mentor(s) and the LRF CDA shall, jointly and severally, indemnify LRF and hold it harmless against any and all liabilities, claims, and demands that relate to the research of the LRF CDA or the LRF CDA Award, including, but not limited to those for personal injury, property damage, or malpractice.

2. Funding

The LRF CDA Award shall be used solely for the purposes specified in the application submitted to LRF. The LRF CDA, Mentor, and Sponsoring Institution shall adhere strictly to the funding and budget guidelines. The 3-year term of the LRF CDA Award generally runs from July 1, 2009 to June 30, 2012. If special circumstances arise, the SAB and the Board may approve a different period of time as the term of the LRF Award. If LRF

determines that an LRF Award has not been activated for any reason within 6 months of the Award's commencement date, that award may be terminated by LRF in the sole discretion of LRF. In the event that the LRF CDA cannot meet any or all of the obligations placed upon it by the terms of this Agreement, the LRF CDA shall immediately notify LRF in writing.

3. Notification of Funding

Applicants chosen as LRF CDAs, Mentors, and Sponsoring Institutions will be notified by telephone, mail or e-mail and a Clinical Investigator Career Development Award Agreement and a contractual agreement and an LRF CDA Agreement forwarded to them no later than March 2009. Funding will be made available no later than July 1, 2009.

4. Acknowledgments

The LRF Clinical Investigator, Mentor(s), and the Sponsoring Institution agree that the title "Lymphoma Research Foundation Clinical Investigator" shall be used in all publications, research talks, and poster presentations during the period of the LRF CDA Award. Identification with LRF shall be made in any news or press releases regarding the LRF Clinical Investigator or regarding the LRF Clinical Investigator's research project by any press organization, Department of Public Relations, or its equivalent at the Sponsoring Institution. In addition, the LRF CDA agrees to acknowledge LRF in all future publications, research talks, and poster presentations that result from the funded research project and to forward copies of such publications to LRF. Notwithstanding the foregoing, all uses of the LRF name, trademarks and logos (LRF Marks) shall be subject to LRF prior approval (including, without limitation, in connection with any publicity release regarding the LRF CDA or the research or findings arising as a result of the LRF Award) and LRF may revoke the right to use the LRF Marks at any time and the LRF CDA and Sponsoring Institution shall promptly comply with any all such LRF restrictions regarding the use of LRF Marks.

The LRF CDA, the Mentor(s), and the Sponsoring Institution each authorize LRF to use their names, trademarks and likenesses and any combination thereof in any of LRF's press releases, brochures, films, videotapes, and any other form of media used to publicize LRF and/or for educational purposes.

5. Integrity of the Research

It is the goal of LRF to increase the cure rates for lymphoma. The LRF CDA, the Mentor(s), and the Sponsoring Institution must maintain the highest scientific standards in the conduct of the research supported by any LRF Award. LRF CDAs agree to abide by all applicable Federal standards defining integrity and misconduct in research.

6. Transfer to Another Institution

If the LRF CDA desires to transfer to another Sponsoring Institution while the LRF Award is in effect, continuation of funding is subject to the prior written authorization of the LRF SAB and Board of Directors, in their sole discretion. For transfer to another Sponsoring Institution (with or without modification to research plan), the LRF CDA shall submit a request with justification to the SAB not later than the date on which the new Sponsoring Institution has agreed to the transfer or 60 days prior to the anticipated transfer, whichever date is earlier. However, it is recommended that Awardees confidentially communicate

regarding a possible transfer informally to LRF in advance to facilitate acquiring Board action when needed and to obtain advice on the approval process.

In addition to the written request, the LRF CDA, the original Mentor(s), and the intended new Mentors(s) must each submit a report outlining the advantages of the transfer and the effect of the transfer on the progress of the research project involved.

A letter of confirmation from the current mentor/Mentor and from the mentor/Mentor at the new institution must be included. If, included with the transfer, the LRF CDA proposes modification of the research project, see item 9, Changes of Research Project, below.

Only one transfer per year may be requested for each LRF Clinical Investigator. A final accounting of disbursements of the LRF CDA Award funds by the original Sponsoring Institution through the transfer date shall be submitted by the original Sponsoring Institution within 30 days of the transfer.

LRF reserves the absolute right to disapprove any transfer for any reason with or without cause.

7. Leave of Absence

Leave of absence may be granted for up to 1 year at the sole discretion of the SAB. Maternity leave may be granted for up to 6 months. A written request for a leave of absence shall be submitted to the SAB as soon as the need for a leave of absence is known, or at least 30 days in advance of the anticipated date of the commencement of the leave, whichever date is earlier. If the request for a leave of absence is granted, funding shall be suspended during the period of the leave of absence upon the commencement date of the leave. The LRF CDA and the Sponsoring Institution must return any unused funds to LRF with an accounting within 30 days of the commencement date of the leave. The SAB may elect in its sole discretion to terminate the LRF CDA Award or to suspend it pending the LRF CDA's return from the leave of absence.

In the event the LRF CDA's research is interrupted due to an incapacitating physical or mental illness or death, the LRF CDA Award is terminated and the unused portion of the funds must be returned to LRF by the LRF CDA (or legal representative) and the Sponsoring Institution with an accounting within 30 days of the date of termination. The LRF CDA or the Sponsoring Institution (or legal representative) shall promptly inform the LRF SAB of the incapacitation of the LRF Clinical Investigator. In the event of death of the LRF Clinical Investigator, the Sponsoring Institution (or legal representative) shall contact LRF.

8. Progress and Evaluation Reports

At the end of each year's funding the LRF Clinical Investigator shall submit a written progress report, using the form provided by the LRF. If in the sole judgment of the SAB significant and satisfactory progress has not been made during any year of the award, LRF reserves the right to cancel the award. An Evaluation Report submitted by the Mentor must also accompany the progress report. Brief and concise documentation of the research results that have impacted on the field of lymphoma, as well as all publications concerning the work of the LRF CDA, shall be included in the Mentor evaluation report.

The first year's progress report must be received by LRF no later than August 2010. Without limiting LRF's rights (as set forth above) to terminate the LRF CDA Award, in the

event LRF does not receive a satisfactory progress report and Mentor evaluation in a timely manner, subsequent payments of the LRF CDA Award will not be made.

At the expiration of the three-year award period, the LRF Clinical Investigator must submit a final report using the form provided by the LRF. A bibliography of all patents and publications (including published abstracts, public talks, journal articles, book chapters, poster presentations, etc.) concerning the work of the LRF Clinical Investigator during the award period must be included in the final report. Reprints of peer-reviewed publications and copies of patents must also be submitted. To present the research fully and clearly, it is recommended that all reports include figures, diagrams, and photographs, as needed. The final report must be received within 60 days of the conclusion of the award.

The LRF CDA agrees to be interviewed by LRF upon termination of the LRF CDA Award or at any time during the award period to determine how funding provided by LRF influenced his or her career and how it may have contributed to finding a cure and/or treatments for lymphoma.

9. Changes of Research Plan

Any modification of the research plan submitted with the LRF CDA's original application, while the LRF CDA Award is in effect, is subject to the prior written authorization of the LRF SAB and Board of Directors, in their sole discretion. The LRF CDA shall immediately submit to the SAB a written request for research plan modification, including a report containing a complete description of the research project, highlighting and justifying the proposed modifications. Any supporting preliminary data should be included

10. Accounting, Accounting Reports and Auditing

10(a) Accounting of Funds:

The LRF CDA Award funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the Sponsoring Institution (the "Account"). The following sections provide specific information. The Applicant and Sponsoring Institution shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred by LRF CDA in the performance of the LRF CDA Award and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement shall entitle LRF to withhold payments until such compliance is demonstrated.

10(b) Accounting Reports:

The comptroller or other financial officer of the Sponsoring Institution shall submit an accounting report of how the LRF CDA Award funds were expended during the award period. The accounting report shall be submitted to the LRF within 60 days of the completion of each year of the LRF CDA Award. In the event that unexpended funds remain, see Reallocation, Carry-over and Reinstatement of Funds, item 10c, below.

10(c) Records, Access and Maintenance

Sponsoring Institution and Awardee shall establish and maintain for at least three (3) years following termination of this Agreement such relevant records as are required by LRF

hereunder, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by LRF with respect to any questioned costs, audit disallowances, litigation or dispute between LRF and the LRF CDA or Sponsoring Institution shall be maintained for the time needed for the resolution of said question (but in no event for a shorter period than the three (3) year period noted above) and that in the event of early termination of this Agreement, or if for any other reason LRF shall require a review of the records related to the Project, the Sponsoring Institution and LRF CDA shall, at their own respective cost and expense, segregate all such records related to the project from its other records of operation. At any time during normal business hours upon ten (10) days written notice and as often as LRF may deem necessary and in such a manner as not to unreasonably interfere with the normal business operations, LRF CDA and the Sponsoring Institution shall make available to LRF or its representatives, for examination, and to appropriate state agencies or officials (if applicable), all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit LRF or its representatives to audit, examine and make excerpts or transcripts from such records.

10(d) Reallocation, Carry-over, and Reinstatement of Funds

If at the end of the budget year, unexpended funds remain in an amount equal to or less than 15% of the amount budgeted for the year in question, these funds may be carried forward without prior authorization (all accounting requirements apply). If the unexpended balance is greater than 15% of the yearly budget, a written request must be made to LRF. This request shall be accompanied by a revised budget from the administrative department of the Sponsoring Institution and a letter of justification from the LRF Awardee.

Re-allocations of LRF Award funds in an amount equal to or less than 15% of the funds budget for that year award may be carried out without prior written permission, but shall be immediately reported to LRF with a revised budget. Request for reallocation of LRF Award funds over 15% of the yearly budget must be made at least 60 days prior to the anticipated need and are subject to the prior written authorization of the SAB, in its sole discretion. The request must be accompanied by revised budget showing how the amounts are to be re-allocated or carried forward. A written justification must also be provided.

Funds will not be reinstated after LRF has received written notice of the LRF CDA's intent to terminate the research project.

11. *Research Involving Vertebrate Animals, Human Subjects*

Research projects involving human subjects and/or vertebrate animals must meet or exceed standards required for Federal Government funding. If the proposed research will involve the use of human or vertebrate animal subjects, a signed release from the appropriate committee of the Sponsoring Institution must be provided to demonstrate approval of the proposed research protocol(s) before award funds are released. The following sections provide specific information.

11(a) Vertebrate Animals

The Applicant, Mentor, and Sponsoring Institution affirm that research involving animals shall conform with the current "Guide for the Care and Use of Laboratory Animals,"

National Institute of Health (NIH) publication, Department of Health and Human Services (DHHS)/U.S. Public Health Service (PHS) standards, the current PHS policy on animal research, and the “Guiding Principles on the Care and Use of Animals,” approved by the Council of the American Physiological Society. Research involving animals must also comply with all Federal and State laws and regulations, and must include approval by an Institutional Animal Review Committee if required. The Applicant shall include a statement that the Applicant, the Mentor, and the Sponsoring Institution meet and adhere to these policies and will each continue to do so throughout the duration of the LRF CDA Award period.

Exempt Projects

Those projects that do not involve the use of laboratory animals must indicate that fact by including a statement signed by the Applicant, Mentor, and Sponsoring Institution noting that “The development of the research project at the present time does not involve the use of laboratory animals.”

Changes in Research Plan

If research plans are changed and the use of vertebrate animals is anticipated, no research may be performed using animals until appropriate Sponsoring Institution’s committee(s) has approved and that approval has been reviewed by the SAB. Failure to notify LRF of the use of vertebrate animals in an LRF funded CDA’s research may result in the termination of the LRF CDA Award.

LRF assumes no responsibility or liability for the use or care of any animal used in a research project supported by a LRF CDA Award and the LRF Clinical Investigator, Mentor(s), and Sponsoring Institution shall each indemnify and hold LRF harmless from any damages or injuries resulting from the use and care of any animal used in any such research.

11(b) Human Subjects

The Applicant, Mentor, and Sponsoring Institution affirm that investigations involving human subjects and materials proposed in the application and subsequently carried out have been endorsed by the Committee on Clinical Investigation or other appropriate designated body of the Sponsoring Institution. The LRF Clinical Investigator, Mentor(s), and Sponsoring Institution further affirm that any research involving human subjects will conform ethically with the guidelines prescribed by the NIH, including the provision of suitable explanation to human subjects or their guardians concerning experimental design and all significant hazards so that they may be in a position to provide appropriate informed consent prior to the investigations. All applications shall include a statement indicating approval from the appropriate body at the Sponsoring Institution guaranteeing that ethical guidelines shall be met.

Exempt Projects

Those projects that do not deal with human subjects shall include a statement signed by the Applicant, Mentor(s), and Sponsoring Institution noting that “The development of the research project at the present time does not involve the use of human subjects or materials.”

Changes in Research Plan

If research plans are changed and the use of human subjects or materials is anticipated, no research may be performed with human subjects or materials until appropriate Sponsoring Institution committee(s) have approved and that approval has been reviewed by the SAB. Failure to notify LRF of the use of human subjects or materials in a LRF Clinical Investigator's research may result in the termination of the LRF CDA Award.

LRF assumes no responsibility or liability for the authorized or unauthorized use of human subjects and materials in any research funded by any LRF CDA Award and the LRF CDA, Mentor(s), and Sponsoring Institution shall each indemnify jointly and severally, hold LRF harmless from any damages or injuries resulting from the use of human subjects and materials.

11(c) Biohazards

All Applicants shall include in the application a statement describing any potential biohazards and a description of the safeguards planned where such hazards to any life form, including human, animal, and plant, may be encountered. When applicable, the research protocol shall be reviewed and approved by the Sponsoring Institution's Biohazards Committee and shall conform to NIH guidelines.

Exempt Projects

Those projects that do not deal with biohazards shall include a statement signed by the Applicant, Mentor(s), and Sponsoring Institution noting that "The development of the research project at the present time does not involve the use of regulated biohazards."

Changes in Research Plan

If research plans are changed and the involvement of regulated biohazards is anticipated, no research may be performed that involves such hazards until the appropriate Sponsoring Institution regulatory committee(s) have approved and that approval has been reviewed by the LRF SAB. Failure to notify LRF of the involvement of regulated biohazards in a LRF Clinical Investigator's research may result in the termination of the LRF CDA Award.

LRF assumes no responsibility or liability for any such biohazards or the failure of any safeguard and the LRF Clinical Investigator, Mentor(s), and Sponsoring Institution shall each indemnify and hold LRF harmless from any such biohazards whether known or unknown.

12. Defaults

If the LRF CDA, Mentor(s), or the Sponsoring Institution fails to follow or adhere to any policy or requirement expressed in this "Policy Statement And Terms And Conditions" or fails to carry out the research supported by the LRF Award, or does not comply with all terms and conditions of the Research Award Agreement, and without limiting any other rights or remedies, LRF may also terminate the LRF FL Grant and the LRF FL Grantee or Sponsoring Institution must return any remaining funds.

13. Arbitration

Any dispute between LRF and the Applicant, LRF CDA, Mentor(s), or Sponsoring Institution that cannot be resolved informally shall be resolved exclusively through confidential arbitration in New York, New York in accordance with the rules of the

American Arbitration Association. In no event will LRF be liable for any indirect, consequential or exemplary damages in such arbitration or otherwise and in no event shall LRF be liable for any damages in excess of the amount, if any, that LRF awarded to the LRF CDA less any amounts that the LRF CDA actually received from LRF.

14. Availability of Research Results: Publications, Intellectual Property Rights

It is LRF policy that the results and accomplishments of the activities that it funds should be made available to the public. The LRF Clinical Investigator, Mentor(s), and Sponsoring Institution each agree to share all information, discoveries, or ideas arising out of research funded in whole or in part by LRF with LRF and the medical community at large.

As a means of sharing knowledge, LRF encourages awardees to arrange for publication of LRF-supported original research in primary scientific journals. For each publication that results from LRF award-supported research, awardees must include an acknowledgement of LRF award support. In general, awardees own the rights in data resulting from an award-supported project. Rights in data also extend to fellows and trainees. Any publications, data or other copyrightable works developed under an LRF award may be copyrighted without LRF approval. One copy of each publication resulting from work performed under an LRF award support project must accompany the annual or final progress report submitted to LRF.

Investigators conducting biomedical research frequently develop unique research resources. Categories of these resources include synthetic compounds, organisms, cell lines, viruses, cell products and cloned DNA as well as DNA sequences, and mapping information. Specific examples included specialized or genetically defined cells, including normal and diseased human cells; monoclonal antibodies; hybridoma cell lines; microbial cells and products; viruses and viral products; recombinant nucleic acid molecules; DNA probe; nucleic acid and protein sequences; certain types of animals, such as transgenic mice; and intellectual property, such as computer programs.

LRF considers the sharing of such unique research resources an important means to enhance the value of LRF-sponsored research. These materials represent a valuable resource for the scientific community at large, paid for by the generous contributions of LRF's donors. The availability of these research resources directly affects the ability of the members of the scientific community to replicate the experiments of others and the pace and cost of future research. Therefore, LRF requires that when these resources developed with LRF funds and the associated research findings have been published, the LRF CDA, Mentor(s) and Sponsoring Institution accept the responsibility of providing biological reagents developed during the course of LRF-sponsored research when reasonably requested to do so by other investigators. Awardees are expected to submit unique biological information, such as DNA sequences, to the appropriate data banks so that they can be made available to the broad scientific community.

The LRF Clinical Investigator, Mentor(s), and Sponsoring Institution shall inform LRF whenever a patent application arising out of research funded in whole or in part by LRF is submitted in any country, and will send LRF a photocopy of any such patent applications. The CDA, Mentor, and Sponsoring Institution agree to abide by the LRF Patent and Intellectual Property Policy, which follows.

14(a) Patent and Intellectual Property Policy

All inventions or intellectual properties (hereinafter called the “Properties”) that result from support by the LRF, in whole or in part, of research, training awards, or other awards, must be reported at the earliest possible time to LRF. The Sponsoring Institution agrees to notify LRF immediately of the decision to apply for letters of patent or other legal protection for intellectual property in any country. Each LRF CDA further agrees to seriously consider, in good faith, any comments, suggestions or objections that LRF may have concerning such applications. LRF agrees to keep confidential and not to release any non-public information relating to such inventions, intellectual property or applications for intellectual property protection to any third party, except as specifically set forth below. All patenting expenses or intellectual property application expenses shall be borne solely by the Sponsoring Institution.

Title to all Properties will reside in the Sponsoring Institution to the extent that such title is claimed by the Sponsoring Institution under its published patent policies and procedures. If a Sponsoring Institution has no published patent policy or procedure administering inventions or intellectual property, or if the institutional patent policy or procedure does not claim rights for the institution or individual inventor, then LRF shall have the right to determine the disposition of the rights in the Properties in accordance with the provisions set forth below.

Distribution of income or other consideration derived from any Properties, shall be made in accordance with the policies of the Sponsoring Institution, however, such distribution shall be guided by the principle that LRF’s proportion of the income shall be reasonably related to LRF’s proportion of support for the research leading to any Properties.

Notwithstanding any of the foregoing, if any Properties are made with the joint support of LRF and any agency or department of the United States Government, LRF may defer, in its sole discretion, to the patent policy of such agency or department upon receipt of a written statement by the appropriate government agency or department notifying LRF of its position with respect to the invention in question.

With respect to any Properties that result from the joint support of LRF and another organization that is not an agency or department of the United States Government, that organization, the LRF Clinical Investigator, Mentor(s), the Sponsoring Institution, and LRF will confer, in good faith, to arrive at a mutually satisfactory disposition of rights to the Properties.

No patent, patent application or other type of protection for the Properties shall be abandoned or permitted to be abandoned by operation of law without first notifying LRF. At such time, the Sponsoring Institution shall give LRF reasonable opportunity to take title to the Properties and any related application for intellectual protection.

The Sponsoring Institution agrees that when it licenses the Properties, it will obligate the licensees in accordance with the following: The licensee shall agree to exert its best efforts to commercialize or cause to be commercialized, the Properties as rapidly as practical, consistent with sound and reasonable business practices and judgment. In the event the licensee has failed to commercialize the Properties within a 3-year period, the Sponsoring Institution, upon conferring with LRF, shall have the right to convert an exclusive license to a non-exclusive license or terminate an existing non-exclusive license with such

licensee. If the licensee has an ongoing and active research, development, manufacturing, marketing, or licensing program appropriately directed toward the production and sale of the Properties, then this would be deemed to be sufficient evidence that the licensee has commercialized the Properties.

LRF reserves the right to public acknowledgement for the Properties resulting from research that LRF has supported. However, LRF's name and logo may not be used in association with any Properties or otherwise without the prior written approval of LRF in each case.

LRF may have use of the Properties without payment of royalties or license fees solely for the use by LRF for its own intramural or public education purposes.

15. Confidentiality

All LRF applications, application evaluations, and priority scores are considered confidential and are made available only to the SAB, the Board, administrative staff and other LRF representatives involved in the application process. Written critiques of applications and priority scores are not made available to Applicants. Although LRF endeavors to protect the confidentiality of proposal and evaluation materials, confidentiality cannot be guaranteed. Submitted proposals become the property of LRF and will not be returned.

16. Equal Employment Opportunity

In connection with the LRF CDA Award, the LRF CDA and Sponsoring Institution shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age, or ancestry. The LRF CDA will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The LRF CDA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts. The foregoing requirements shall apply with respect to volunteers as well as to paid employees.

17. Insurance

The LRF CDA and Sponsoring Institution shall maintain liability and property insurance in sufficient amounts to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of the LRF) caused by the negligent acts or omissions, or negligent conduct of the LRF CDA, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such party's own negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

18. Site visits

The LRF CDA, Mentor and Sponsoring Institution each agree to permit site visits by members of the LRF as requested by the LRF for information purposes and/or audit purposes.

TIMELINE

March 2009	Notification of Award
July 2009	Commencement of Funding
August 2010	First Year Progress report due
August 2011	Second Year Progress report due
June 2012	Termination of Project
August 2012	Final Report and Accounting Report due; return of unused funds.