



Grant Conditions & IP Agreement

Alex's Lemonade Stand Foundation (ALSF) and Sponsoring Institution agree that certain of the funds awarded by ALSF under this Agreement will be dispersed by Sponsoring Institution to other institutions that are participating in the project that is the subject of the grant application (each, an "Other Institution").

I. Funds

- Funds will be distributed as follows: a) grant year 1 first payment is contingent upon receipt, review, and approval of new award requirements; and b) payments in each subsequent grant year (if applicable) are contingent upon, and will only be paid upon, receipt, review, and approval by ALSF and the ALSF Scientific Advisors of milestones as described in the annual progress report; and c) if the approved amount is \$100,000 or more per year, funds will be divided evenly and dispersed at 6-month intervals.
- Funds will only be given by ALSF to Sponsoring Institution and Sponsoring Institution shall be solely responsible for distributing and allocating the Funds among Sponsoring Institution and the Other Institutions. ALSF shall have no liability to any Other Institution to provide, distribute or award any amounts to any such Other Institution.
- No indirect costs will be paid.
- All budgets, awards, and accounting will be in United States dollars, and funds will be dispersed in United States dollar currency only. Currency conversion fees are not included in the award funding. Sponsoring Institution is responsible for all currency conversion fees.
- Any use of funds that involve changes in project scope, PIs, collaborators, institutional transfer of award must be requested with a letter of explanation and updated budget for approval by ALSF.
- The Sponsoring Institution confirms that they have not received funding from other sources for the approved research project submitted to ALSF. If there is scientific or budgetary overlap for this work, the Sponsoring Institution will immediately notify ALSF in writing.
- If the approved research project is suspended for any reason, the balance of unused funds must be returned payable to "Alex's Lemonade Stand Foundation."
- If in excess of \$100, the balance of funds remaining at the end of the grant period must be returned payable to "Alex's Lemonade Stand Foundation".

II. Confirmation

- Please submit a copy of Sponsoring Institution's Determination Letter from the Internal Revenue Service confirming that the Sponsoring Institution is a tax-exempt charitable organization.

III. Insurance & Liability

- During the term of project that is the subject of the grant application and for a period of six (6) years thereafter, Sponsoring Institution shall maintain a program of self-insurance or shall procure and maintain, at its cost, insurance against liability and other risks associated with the project and obligations under this Agreement in such amounts, subject to such deductibles and on such terms as are consistent with normal business practices of prudent companies or institutions similarly situated to Sponsoring Institution.
- As between ALSF and Sponsoring Institution, ALSF shall have no liability with respect to the project that is the subject of the grant application or to the subjects involved or for any damages or claims directly related to such project, including any injury or damage to person or property and that the Sponsoring Institution shall be responsible for any and all such damages and claims that are directly related to such project.

IV. Intellectual Property Policy

- Sponsoring Institution acknowledges and Sponsoring Institution accepts Alex's Lemonade Stand Foundation's Intellectual Property policy (attached hereto).
- Sponsoring Institution must notify ALSF in writing if an invention disclosure is filed or if there is any monetization event related to ALSF-funded work.
- Prior to distributing or providing any of the grant funds to an Other Institution, Sponsoring Institution will require each Other Institution to acknowledge and agree to the attached Intellectual Property Policy and to execute a counterpart signature page to the attached Intellectual Property Policy acknowledging and agreeing to such policy. All references in the attached Intellectual Property Policy to "Sponsoring Institution" shall also include the Other Institutions. For all purposes,

ALSF shall be expressly deemed an intended third party beneficiary with respect to any arrangement or agreement that Sponsoring Institution enters into with an Other Institution with respect to the funds under this Agreement, and ALSF shall have the right to enforce the obligations and obtain the benefits of the attached Intellectual Property Policy with respect to the Other Institutions and shall have the right to enforce the terms and conditions of this Agreement and the attached Intellectual Property Policy on behalf of the Sponsoring Institution.

V. Resource Sharing Policy

- Resource sharing is an expected outcome of all ALSF Grants. Resources include all unique outputs developed, including but not limited to: model organisms, cell lines, plasmids, protocols, software, and data. ALSF expects that, where available, resources will be deposited and archived in standard repositories.
- ALSF is committed to sharing research information to ensure research transparency and enable unrestricted access to research results. Recipients must submit all publications, excluding non-research articles such as review articles, that were in part or fully funded by ALSF as a preprint to bioRxiv, medRxiv or a similar preprint sharing service prior to or at the time of initial journal submission.

VI. Publicity and Acknowledgement

- Sponsoring Institution must acknowledge ALSF support in all presentations and publications directly resulting from the project. Acknowledgements should reference “Alex’s Lemonade Stand Foundation (Grant #).” Notification of any printed acknowledgements must be sent to ALSF in a timely manner. ALSF’s logo is available on our website and upon request to Sponsoring Institution. Please send copies of publications to Grants@AlexsLemonade.org.
- ALSF encourages Sponsoring Institution to publicize grants received from ALSF. For help with publicity, please contact Grants@AlexsLemonade.org.
- For use of any trade name of Alex’s Lemonade Stand Foundation for reasons other than the above, please contact ALSF for written consent.
- For press releases related to the research funded through this grant, Sponsoring Institutions will work cooperatively with ALSF to publicize projects, results, and share stories about the research being done.

VII. Reporting Requirements

- Sponsoring Institution must provide a research Progress Report with budget at the end of each year of funding, including a lay summary updated each year for the public. Subsequent year(s) of funding (if applicable) will be contingent on, and only made on, timely submission of a complete progress report and ALSF's and ALSF's Scientific Advisor's review and approval of the milestones and accomplishments noted in the progress report, as well as updated, if required, copies of IRB/IACUC approvals. For multiple year grants, Progress Reports are due 12 months after the start date of the award.
- Sponsoring Institution will have its patent officer or other appropriate designated official submit an annual patent/invention disclosure report detailing any patent or intellectual property activity during the year which will include this and any other ALSF-Funded Invention. If this report includes only Funded Invention updates from this grant, it must be submitted at the end of each year during the Term, except for the final year of the Term, when it is due within sixty (60) days of when the Grant ends (or, such other date as mutually agreed upon by Sponsoring Institution and the Grantors if, for example, the Grant is extended or terminated early). If this report includes Funded Inventions for multiple ALSF-Funded Projects, it is due annually at a mutually agreed upon date. Patent disclosure reports must be submitted through the ALSF online grants portal.
- Sponsoring Institution is required to submit an End of Project Final Report, including a full financial accounting of funds spent, within sixty (60) days after the end of the award period.
- Periodic update reports, including but not limited to email requests, phone calls, and video interviews, may be requested on occasion to support ALSF in efforts to raise funds, attract major donors and meet other operational needs. These requests must be fulfilled promptly.
- Reporting delinquencies such as late submission of or failure to submit a required report, or complete lack of communication with ALSF may cause the grant to be terminated and the Principal Investigator and/or Sponsoring Institution to be ineligible for future funding.

VIII. Animal/Human Subjects

- Sponsoring Institution agrees that any protocol for non-exempt human and/or animal subjects research conducted under this Agreement shall be reviewed and approved by an authorized Institutional Review Board (IRB) and/or Institutional Animal Care and Use Committee (IACUC), as applicable under the Institutional Assurances and that it will maintain current and duly approved research protocols for all periods of the Agreement involving human and/or animal subjects research. Sponsoring Institution certifies that the IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Sponsoring Institution certifies that any IRB/IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this award.

- Clinical trials will be conducted in compliance with all applicable regulations, including approval by an appropriate designated body of the Sponsoring Institution and obtaining appropriate informed consent from human subjects or their guardians.

IX. Equipment

- Title to equipment purchased with ALSF funds will lie with the Sponsoring Institution where the Recipient is conducting research with the explicit understanding that such equipment is for use by the Recipient during the award term, including any approved extensions. If ALSF approves the transfer of an award to another Institution, the equipment purchased with ALSF funds will be transferred and title to the equipment vested in the new Institution for the specific use by the award Recipient. Permanent vesting will be in the Institution where the ALSF-funded project is completed or terminated.

X. Changes (Principal Investigator, Budget, Performance Site, Grant Start and End Date)

- ALSF must be notified in writing and approve any changes in principal investigators, collaborators, transfer of funds should the Principal Investigator move during award period or leave of absence impacting the grant period.

XI. One no-cost extensions may be requested in the Final Report for approval by ALSF. If at the end of the no-cost extension period funds remain, they should be returned payable to ALSF. A second no-cost extension year is not allowed. ALSF will not accept no-cost extension requests for balances under \$5,000. In this case, the balance of funds should be returned payable to ALSF.

XII. Grant Termination

- This grant may be terminated by ALSF upon written notice to Sponsoring Institution and authorized institutional representative at the Sponsoring Institution if a) the Recipient is unable to carry out the research for any reason; b) the Recipient or any member of their research team is found by an institutional investigation to have committed scientific misconduct or fraud; c) the Recipient has failed to comply with any of the terms and conditions of this award; d) ALSF has determined that the Recipient has received overlap funding for the award or that the funds are not being used for the purposes originally outlined in the approved grant; or e) the IRB and/or IACUC approval for the grant has been rescinded or has not been renewed.

XIII. This Grant will not be effective and funds from ALSF are not committed unless and until the amount of the funds are determined by ALSF and a duly authorized executive of ALSF executes and countersigns this Agreement.

Acknowledged by: _____
Principal Investigator Signature

Date: _____

Principal Investigator Print Name

Accepted by: _____
Authorized Representative and Title

Date: _____

Authorized Representative Print Name

Sponsoring Institution Legal Name: _____

Accepted by: _____
Authorized ALSF Executive

Date: _____

Alex's Lemonade Stand Foundation Intellectual Property Policy for Grants

This Patent and Intellectual Property Policy (“**IP Policy**”) forms part of the accompanying Grant Agreement between the Alex's Lemonade Stand Foundation (Grantors) and Sponsoring Institution, executed concurrently herewith. Although intended to be consistent with the Grant Agreement, the terms of this IP Policy supersede any conflicting terms of the Grant Agreement, to the extent any conflicting terms exist. Capitalized terms used but not defined in this IP Policy will have the meaning given to such terms in the Agreement. The Parties receiving funding from the Grantors agree to the terms and conditions of this IP Policy.

In the course of conducting research that is funded in whole or in part by the Grantors, Sponsoring Institution and/or its employees, staff members, or agents may create, produce, develop, conceive, discover or reduce to practice discoveries, ideas, know-how, formulas, data, materials, compositions, machines, products, apparatus, programs, software, works of authorship, uses, methods, processes, or improvements thereof, whether or not patentable or copyrightable, and all intellectual property rights covering and/or embodied therein (each, a “Funded Invention”). In addition, a Funded Invention may arise from the funded research within one year after completion thereof and is made by investigators with paid effort on such research. All Funded Inventions disclosed to the Sponsoring Institution shall be reported to the Grantors in writing (subject to appropriate redactions for confidentiality) as soon as practicable after the Sponsoring Institution's office responsible for management of intellectual property receives a complete disclosure of the Funded Invention, but in no event later than sixty (60) days. Sponsoring Institution may share a copy of this Agreement to its collaboration partners who are participating in the funded research. Title to, and responsibilities for, any Funded Invention shall reside in the Sponsoring Institution.

The Grantors and Sponsoring Institution recognize that Funded Inventions potentially have public health, scientific, business, or commercial application or value and the Grantors and Sponsoring Institution desire that Funded Inventions be brought into public use at the earliest possible time. The Grantors and Sponsoring Institution recognize that often this may be best accomplished through patenting and/or licensing of Funded Inventions. The Grantors shall be granted, and hereby are granted, a non-exclusive, royalty-free right and license to practice any Funded Invention for research, educational and non-commercial purposes. In addition, Sponsoring Institution agrees that until such time as a Funded Invention is exclusively licensed, the Sponsoring Institution shall promptly grant to other non-commercial researchers upon their reasonable request a non-exclusive royalty-free license to use the Funded Invention for internal research purposes only.

Sponsoring Institution will notify the Grantors in writing of the filing of all patent applications and all issuances to it of any and all patent rights covering and/or embodied by a Funded Invention within thirty (30) days following such filing(s) and the issuing of a patent. The Grantors agree to maintain the confidentiality of such documentation by executing a confidentiality agreement mutually agreed to by the Sponsor Institution and the Grantors. No pending patent application, issued patent, or other intellectual property covering and/or embodied in the Funded Invention shall be abandoned by Sponsoring Institution without first notifying the Grantors at least thirty (30) days in advance of such decision. All patent and other expenses for obtaining and maintaining rights to Funded Inventions shall be borne by Sponsoring Institution.

Should Sponsoring Institution and investigator decide not to pursue intellectual property protection for a Funded Invention or abandon such, they shall notify the Grantors at least thirty (30) days before the deadline for filing for such protection that the Sponsoring Institution and investigator does not intend to pursue intellectual property protection for a Funded Invention or prior to abandonment. Sponsoring Institution will provide the Grantors with all of the information necessary for them to pursue intellectual property protection on the Funded Invention, and Sponsoring Institution shall cooperate with the Grantors in securing a patent and shall assign the rights to such Invention to the Grantors. The Grantors agree that the foregoing shall be subject to the Sponsoring Institution's obligations to all other sponsors of research, including, but not limited to, the Federal Government, and, to the extent that Sponsoring Institution has granted any licenses with respect to the Funded Invention to any third party, Grantors' right to pursue intellectual property protection on the Funded Invention shall be subject to any such previously granted licenses to third parties.

In the event that the Sponsoring Institution desires to enter into a license, lease, sale, assignment or revenue-generating agreement relating to a Funded Invention (any of the foregoing, a “Commercialization Agreement”), Sponsoring Institution shall use reasonable efforts to include in any such Commercialization Agreement provisions obligating the licensee to commercialize the Funded Invention in a diligent manner; provided, however, in the event that Sponsoring Institution grants a non-exclusive, royalty-free license as a condition to a third party participating in the funded research, then such non-exclusive license will not be considered a Commercialization Agreement for purposes of this paragraph. In no event shall a Commercialization Agreement name the Grantors as a party or subject the Grantors to potential liabilities or responsibilities. Sponsoring Institution also agrees to use reasonable efforts to obtain the right to provide (subject to appropriate confidentiality redactions) to the Grantors with a copy of any agreement to license or otherwise transfer a Funded Invention to a third party no later than thirty (30) days following the execution of such Commercialization Agreement.

The Grantors shall have the right to receive, and Sponsoring Institution agrees to pay to the Grantors, a share of any and all revenues or other consideration (including equity or other non-cash consideration) received by Sponsoring Institution and/or the investigator derived from the Funded Invention, whether received from the commercialization itself of the Funded Invention or from any amount received under a Commercialization Agreement (including any upfront or in subsequent payments from the option, license or other transfer of any Funded Invention, including, but not limited to, the licensing, assignment, sale or other transfer, or optioning of rights to a Funded Invention, or the enforcement of any Funded Invention) less all un-reimbursed, reasonable out-of-pocket patent costs that Sponsoring Institution incurs in obtaining patent rights covering such Funded Invention. If the Grantors elect to participate in the share of revenue derived from the Funded Invention, the amount of the Grantors' share of the revenue shall be negotiated as to the Grantors' proportion of support for the research giving rise to the Funded Invention. The right of the Grantors to participate in revenue derived from a Funded Invention may only be waived in writing, and no provision of this IP Policy shall constitute such a waiver.

Payment of the Grantors' share of revenues shall be made within ninety (90) days of their receipt by Sponsoring Institution and/or the investigator unless otherwise agreed upon in writing. If Sponsoring Institution receives revenues in the form of an equity share or other non-cash property, Sponsoring Institution shall ensure that the Grantors receive their proper share of such property, or the value thereof, by (i) including the fair market value of such property in revenues at the time such property is received; and, (ii) in the case of the receipt of an equity interest, by including in its agreement with the entity transferring directly to Grantors, Grantors' share of such equity interest. All equity issued pursuant to such direct grant to the Grantors will be on the same basis and same terms and conditions as the equity granted to Sponsoring Institution.

At Grantors' request, Grantors may designate an independent certified public accountant to audit and examine Sponsoring Institution's books and records directly related to the revenue from the Funded Invention. Any such audit shall be conducted during normal business hours no more than once per year. Sponsoring Institution shall promptly make its books and records available in connection with an audit request and shall otherwise fully cooperate with any such audit.

In the event of a dispute between or among the Parties, one of the Parties shall notify the other Party of a dispute, describe the nature of the dispute, and request that each of the Parties appoint a designated executive management representative to meet for the purpose of attempting to resolve such dispute. The Parties' designated executive management representatives shall meet and negotiate in good faith in an effort to resolve the dispute. If the dispute involves the proper calculation of revenues derived from the Funded Invention or any other accounting practice of Sponsoring Institution, the Grantors shall be entitled to appoint an independent certified public accountant to assist it in confirming Sponsoring Institution's calculation of such revenues and the appropriate share payable to each Party. Sponsoring Institution shall make its books and records directly related to the dispute available within thirty (30) days of such request from the Grantors. Sponsoring Institution agrees that if it is ultimately determined that there has been an underpayment to Grantors of greater than 5% between what had been initially reported by the Sponsoring Institution to the Grantors and what is ultimately determined, the fees paid to the independent certified public accountant by Grantors shall be reimbursed by the Sponsoring Institution to Grantors, otherwise Grantors will bear all costs.