

AWARD AGREEMENT

Date: As of the last date of signature

Principal Investigator:

Sponsoring Institution/Awardee:

Address:

Title: [Title of Research Program]

Award Term: [Insert Term]

Grantor: Epilepsy Foundation (“EF”)

EF hereby approves the above Award in accordance with the terms and conditions set forth in this Award Agreement and the project budget attached as Exhibit B:

Total: \$[Insert Award Amount] [Include any agreement on indirect expenses.]

Payment of the Award is contingent on the Principal Investigator and Sponsoring Institution (individually and collectively “Awardee”) meeting the Milestones, which are specified in Exhibit C, and timely compliance with the reporting requirements specified in Exhibit E, and is otherwise subject to the terms and provisions of this Agreement.

1. Definitions.

(a) **Application** shall mean the application submitted to EF and executed by the Principal Investigator and the Sponsoring Institution, a copy of which is attached hereto as Exhibit A and incorporated by reference herein.

(b) **Award** shall mean the funding provided under and pursuant to and in accordance with this Agreement.

(c) **Budget** shall mean the budget(s) in the approved Application attached hereto as Exhibit B.

(d) **Invention** shall mean any discovery conceived, reduced to practice, or further developed, in whole or in part, in connection with the Award.

(e) **Net Revenues** shall mean any payments (including any share of equity) received by Awardee in connection with the option, license or other transfer of an Invention, whether received upfront or in accordance with subsequent milestones or other payments, minus (i) unreimbursed patent costs incurred in connection with an Invention; (ii) costs incurred by Awardee in connection with the transfer of the Invention; and (iii) any amount due to the inventor of the Invention in accordance with Awardee’s published policies.

(f) **Patent Policy** shall mean the patent policy, attached hereto as Exhibit D.

(g) **Reports** shall mean the reports required to be submitted to EF pursuant to Paragraph 3 of this Agreement.

2. Use and Distribution of Award.

(a) **Use of Award.** The Award shall be used exclusively for the purposes specified in the Application and in strict compliance with the Budget and the EF Scientific and Medical Research Grant Guidelines and Policies, attached hereto as Exhibit F. Note that the Award cannot duplicate funds from any other sources. However, the Award may supplement support from other sources.

(b) **Distribution of Award.** Upfront Award payments shall be distributed within thirty (30) days after the date on which this Agreement is fully executed. Subsequent Award payments shall be distributed in any quarter in which there is a completed Milestone.

(c) **Participation in other Research.** During the Award Term, the Principal Investigator shall pursue the research diligently and agrees not to participate in any agreement or activity that would impair the Principal Investigator's ability to pursue the research diligently or otherwise satisfy the terms of this Agreement, unless the Principal Investigator obtains prior approval in writing from EF.

3. Reports. Awardee is required to submit the Reports to EF as set forth in Exhibit E. Submission of Reports in a form satisfactory to the EF is a necessary condition for further funding under this Award. In addition to the Reports specified in Exhibit E, Awardee shall remain in close contact with EF after the Award term regarding Awardee's further progress on the research.

4. Change of Scope. Awardee must provide EF with a written request and justification of any material changes in the purpose, structure, character or operation of the research. All such changes to the supported activities must be approved in writing by EF prior to implementation.

5. Budget Modification. The Principal Investigator does not need approval from EF for Budget modifications that reallocate money between line items in the Budget, except that Awardee must obtain EF's approval for any changes in the travel budget, or adjustments of the Principal Investigator compensation allocation, if any, by more than ten percent (10%). Approval of such a request is in the sole discretion of EF and must be received in writing from EF prior to implementation.

6. Relocations. If the agreement between Principal Investigator and Sponsoring Institution is terminated during the Award Term, in addition to the reports specified in Exhibit E, Principal Investigator and/or Sponsoring Institution shall provide EF written notice of such termination and within ten (10) days after providing such notice, the Principal Investigator shall furnish to EF a list of all Inventions as of such date and a progress report on the research. EF shall, at its sole election, have the right to terminate this Agreement or allow the Sponsoring Institution to select a new Principal Investigator, who shall be subject to EF's prior approval.

7. Intellectual Property and Inventions. Management of intellectual property resulting from research funded by the Award shall be as specified in the Patent Policy attached to this Agreement as Exhibit D. The terms and provisions of the Patent Policy shall expire five (5) years after termination of this Agreement except for any royalty due to EF pursuant to Exhibit D, the obligation for which shall survive any such termination until all royalties have been fully paid to EF.

8. Compliance with Applicable Law. The Sponsoring Institution and its personnel, agents and employees shall abide by all applicable state, federal, and foreign law, and any rules, regulations and guidelines promulgated thereunder, with respect to or which otherwise relate to or are applicable to their performance hereunder or that may affect the research (hereinafter referred to as "**Applicable Law**").

9. Liability.

(a) In recognition of the fact that the only activity in which EF is engaged with respect to this Agreement is the payment of the Award, the parties acknowledge and agree that in entering into this Agreement EF assumes no liability for any of the activities of the Principal Investigator pursuant to the Award.

(b) Human subjects studied in the course of research conducted are under no circumstances a responsibility of EF and Awardee alone shall be liable in connection therewith or obligations with respect thereto.

10. Confidentiality.

(a) All information furnished by any party ("Disclosing Party") to this Agreement to any other party ("Receiving Party") to this Agreement that is designated as "**Confidential**" at the time of its disclosure shall be considered confidential and proprietary to the Disclosing Party. Confidential Information shall not include information, which: (1) is or becomes generally available to the public other than as a result of the unauthorized disclosure by the Receiving Party; (2) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not prohibited from disclosing such information to the Receiving Party by a contractual, legal or fiduciary obligation to the Disclosing Party or its representatives; (3) is independently developed by the Receiving Party prior to disclosure to it by the Disclosing Party or its representatives; or (4) is required by law to be disclosed.

(b) If pursuant to Applicable Law the Receiving Party is required to disclose any Confidential Information, the

Receiving Party will use reasonable efforts to provide the Disclosing Party with notice of such requirement to enable the Disclosing Party to seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

(c) During the term of this Agreement and for a period of five (5) years from the expiration or earlier termination thereof, the Awardee shall not disclose Confidential Information to any third party, other than employees, students and agents of the Awardee, who have a need to know such information for the performance of the project under this Agreement and who have been informed of the obligations of confidentiality hereunder.

11. Termination. The material failure of the Awardee to adhere to any of the terms and conditions set forth in this Agreement shall constitute a breach of this Agreement. In the event of a breach of this Agreement by the Awardee, EF shall give Awardee written notice specifying the nature of the breach and, if curable, Awardee shall have thirty (30) days from its receipt of such notice to cure such breach. If such breach is not curable or, if curable, Awardee has not cured or taken steps in a good faith effort to cure within the aforesaid period, EF may terminate this Agreement immediately upon written notice to Awardee. Either party may terminate this Agreement in whole or in part without cause upon giving ninety (90) days written notice to the other party. In the event of termination without cause, EF shall pay Awardee the full cost of documentable non-cancellable obligations properly incurred by Awardee prior to termination, provided that any such payments, together with any prior Award payments, do not exceed the total amount of the Award.

12. Notice. Any notices or requests to be given hereunder to a party shall be made via U.S. Mail, return receipt requested, or express courier to such party's address given below or to the e-mail address specified below.

If to Awardee:

[Insert contact information]

With a copy to:

[Insert contact information]

If to EF:

13. Publication and Publicity.

(a) Awardee will cooperate with EF in announcing the Award. Neither Awardee nor EF may use the name, trademark, logo, symbol, or other image or trade name of the other party or its employees and agents in any advertisement, promotion, or other form of publicity or news release or that in any way implies endorsement, or for any other reason without the prior written consent of an authorized representative of the party whose name is being used, provided that, either party may disclose the name of the other party and a summary of the Award in its annual report and in connection with its fundraising activities. Awardee may also acknowledge EF's financial support in academic journals, professional societies, and funding agencies in connection with a description of the Award research.

(b) Awardee shall have the right to publish, present or otherwise disclose the Award research, subject to the following:

(i) Awardee will provide EF advance copies of any research information submitted for publication, exhibit or presentation and EF may require that Awardee delay publishing, exhibiting or presentation research information for not more than sixty (60) days if there is patentable subject matter present; and

(ii) All published works (including on-line publications), exhibitions, presentations or other disclosures of research information or summaries thereof by Awardee must display the designation "Supported by a Research Grant from the Epilepsy Foundation".

14. Entire Agreement; Modification. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties concerning the subject matter herein, and all prior agreements, representations, discussions,

promises and negotiations are superseded and merged herein. No waiver, amendment or modification hereof shall be effective unless in writing signed by a duly authorized representative of each party.

15. Survival of Terms. The following provisions of this Agreement shall survive termination of this Agreement: Sections 3, 7, 9, 10, 11, 12, 13, 14, 15, 16, and Exhibit D.

16. Electronic Signature. The parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, internet, or any other suitable electronic means, and the parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the parties, and that this Agreement may be executed in counterparts, with each such counterpart in the aggregate constituting one Agreement.

[signature page follows]

THE PARTIES HERETO hereby execute this Agreement effective as of the last date listed below.

**EF:
Epilepsy Foundation**

By: _____

Name: _____

Title: _____

Date: _____

[_____]

By: _____

Name: _____

Title: _____

Date: _____

PRINCIPAL INVESTIGATOR:

By: _____

Name: _____

Date: _____

Exhibit A
Research Application

Exhibit B
Research Plan and Budget

Exhibit C
Milestones

Exhibit D
Patent Policy

1. This Patent Policy shall govern the relationship between EF and Awardee, as follows:
 - a. Procedures for Notification of Inventions(s). Awardee shall promptly notify EF as soon as practicable after the discovery of any Invention.
 - b. Election to Pursue Intellectual Property Protection for Invention.
 - i) Awardee may elect to pursue patent protection, copyright registrations or other intellectual property registrations or protection (collectively, "IP Registrations") for any Invention.
 - ii) Awardee agrees to notify EF within a reasonable period, not to exceed one hundred eighty (180) days after the disclosure of an Invention to EF, of Awardee's election to pursue, or not to pursue, IP Registration for any such Invention.
 - iii) If Awardee elects to pursue IP Registration, Awardee further agrees, as soon as practicable thereafter, to file an application for the Invention with the United States Patent and Trademark Office, United States Copyright Office, or a similar foreign office, as applicable, and agrees to provide confirmation of such filing to EF in writing within sixty (60) days after filing.
 - iv) Thereafter, Awardee agrees to notify EF in writing within sixty (60) days after either the issuance of an IP Registration or a final confirmation or determination that such IP Registration will not issue.
 - c. Abandonment of, or Election not to Pursue, IP Registration for an Invention. If Awardee elects not to pursue an IP Registration for an Invention or to abandon an application for an Invention, Awardee agrees to grant to EF an exclusive, sublicensable license that would provide EF the right to assume the responsibilities for the management and commercialization of the Invention.
 - d. Obligation to License Invention for Use in Practical Applications. Awardee agrees to take all reasonable steps necessary to award a royalty-bearing license(s) under the Invention to a third party for the purpose of bringing such Invention to practical application in the field(s) of interest for which scientific research was funded by EF or to otherwise use its good faith efforts to commercialize the Invention.
 - i) The license agreement with a third party shall include an obligation on behalf of licensee to take diligent steps towards bringing the Invention to practical application within the field(s) of interest for which the scientific research was funded by EF;
and
 - ii) Awardee agrees to notify EF in writing promptly after a license of an Invention has been awarded or an Invention has otherwise been transferred to any third party.
 - e. Notification of Offer. After receiving any offer from a third party to license or otherwise acquire any of Awardee's right, title, or interest in or to the Invention, Awardee agrees to notify and share all relevant terms of such offer with EF in writing within thirty (30) days and to promptly respond to any EF questions regarding such offer.
 - f. Payments to EF. Any Net Revenue received by the Sponsoring Institution shall be shared with EF as follows: EF shall receive a share of Net Revenue that is calculated by multiplying Net Revenue received by the Awardee by a fraction, the numerator of which is the amount of the Award, and the denominator of which is the total direct cost incurred by the Awardee in developing the Invention, except that Awardee's share pursuant to the foregoing calculation shall not be less than twenty-five percent (25%) of Net Revenue. The resulting amount shall be paid to EF within sixty (60) days after any Net Revenue is received by Awardee or its affiliates.

Exhibit E
Schedule for Required Reporting

(a) **Scientific Progress Reports.** Upon completion of a Milestone, a Scientific Progress Reports demonstrating the achievement of the requested Milestone is required to accompany a request for a Milestone payment.

(b) **Summary Progress Reports.** Summary progress reports may also be requested from time to time to assist EF in its continued efforts to raise funds, attract major donors, and meet other operational needs. These must be provided promptly when requested.

(c) **Final Report.** Within sixty (60) days after the Award end date, Awardee shall submit the following final report: (i) A final scientific narrative progress report summarizing all the data generated during the Award and the successes or difficulties the Awardee had in achieving research goals (the “**Final Report**”); and (ii) a financial expenditure report itemizing all expenses incurred during the entire Award period.

EF acknowledges and agrees that the contents of each Report shall be treated as Confidential Information.

Exhibit F

EF Scientific and Medical Research Grant Guidelines and Policies