

Melanoma Research Alliance Award Grant Terms and Conditions

This document contains the Award Grant Terms and Conditions (“Terms and Conditions”) applicable to Young Investigator Awards, Established Investigator Awards, Pilot Awards, Development Awards, Team Science Awards, Partnership Awards and other awards or arrangements provided by the Melanoma Research Alliance (“MRA”) pursuant to which these Terms and Conditions are referenced and in response to or related to a submitted research proposal (the “Research Proposal”) in connection with an MRA Request for Proposals (“RFP”). Please read these Terms and Conditions carefully. By accepting the award as set forth in the award letter (the “Award Letter”), you acknowledge that you have read, understand and agree to comply with the Terms and Conditions herein.

1. Conditions of the Award.

As a condition of receiving the award (the “Award”) granted in the Award Letter, each recipient (e.g. each applicable principal investigator and/or institution, as applicable) of the Award Letter (the “Recipient”) agrees as follows:

- (A) Compliance with Laws: Recipient shall perform the Research Proposal in full compliance with (i) all applicable laws and regulations; (ii) the RFP; (iii) these Terms and Conditions, including, without limitation, any principles, requirements and policies referenced herein or later modified with notice provided in writing per Section 14(D); (iv) the Award Letter; and (v) the Research Proposal.
- (B) Approvals: Recipient shall obtain MRA’s written approval prior to making any significant changes to the Research Proposal. In addition, if the individual designated as the Principal Investigator in the Award Letter (the “Principal Investigator”) (i) ceases to conduct the Research Proposal; (ii) is unable to continue to serve as the Principal Investigator; or (iii) departs from, or is otherwise no longer affiliated with, the institution named in the Award (“Institution”), Recipient (including both Principal Investigator and Institution, upon being aware of the same) shall immediately notify MRA in writing of the same, and shall fully comply with MRA’s written instructions regarding the continuation of the Research Proposal.
- (C) Annual Reports: Recipient (for the avoidance of doubt, including both Principal Investigator and Institution, as applicable) shall provide MRA with (i) annual written progress reports within thirty (30) days after the end of each year that Recipient conducts the Research Proposal; and (ii) a final written report within thirty (30) days after completion of the Research Proposal. Recipient will use the progress report form provided by MRA. The reports shall include, at a minimum, a substantive discussion of the following (in addition to any other items reasonably requested in writing by MRA):
 - i. Summary of expenditures, activities, and findings from the performance of the Research Proposal during the year.
 - ii. Outline of anticipated activities for the upcoming year.
 - iii. List of publications, presentations, conferences, Award IP (as defined below), additional funding received from other sources, and any similar professional activities and outcomes supported by the Award.
 - iv. Discussion of collaborations with any industry groups relating to the Research Proposal, if applicable.
- (D) Notices: Recipient (including, for the avoidance of doubt, both Principal Investigator and Institution, as applicable) shall promptly notify MRA in writing in the event of any significant:
 - i. Findings, breakthroughs, or events of unusual interest; or

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- ii. Problems, delays, or adverse conditions that will or may materially affect the Research Proposal, its objectives, or time schedules or budget, together with proposed Recipient actions to address such problems, delays, or adverse conditions.
- (E) Annual Retreat: The Principal Investigator shall attend and actively participate in MRA's annual scientific retreat in accordance with the instructions provided by MRA.

2. Award Management and Payment.

- (A) Distribution: Subject to each Recipient's compliance with the terms and conditions required herein, MRA will distribute the Award in accordance with the Award budget and schedule of deliverables enclosed with the Award Letter. The Award may only be used to fund the direct expenses of conducting the Research Proposal, and in no event may any portion of the Award be used for any indirect or overhead costs. Funding for each subsequent year of the Award will be provided based on each Recipient's satisfactory Award performance, compliance with such Recipient obligations and fulfillment of Award objectives, as determined by MRA in its sole discretion.
- (B) Currency: All budgets, awards, accounting, and financial reports shall be in United States dollars, and all payments hereunder shall be in United States dollars, unless otherwise expressly agreed to in writing by MRA.
- (C) No Cost Extensions: Requests for extensions of time beyond the end date of the Award, such end date as set forth in the Award Letter, and for the avoidance of doubt, with no additional funding due from MRA (a "No Cost Extension"), must be made to MRA in writing within thirty (30) days prior to the end date of the Award and must comply with MRA's written instructions. Such No Cost Extensions are granted on a case-by-case basis and in MRA's sole discretion and will typically not be granted for a period in excess of 12 months, in MRA's discretion. Additionally, in the case of any No Cost Extension granted by MRA, MRA may request additional reporting from Recipient in connection with the Research Proposal similar to that reporting set forth in Section 1(C) above.
- (D) Budget Deviations and Carry-Over: Significant changes to the award budget and carry-over requests are granted on a case-by-case basis at MRA's sole discretion. a) Budget deviations of greater than 25% require written pre-approval by MRA. b) Carry-over of unexpended budget from year to year exceeding 25% requires within pre-approval by MRA, which can be done in conjunction with the annual progress report. When a carry-over has been approved, subsequent award payment by MRA will typically be delayed until less than 25% of the prior-year funds remain.

3. Confidentiality.

During the term of this agreement, certain confidential information of the disclosing party may be disclosed by Recipient (including Principal Investigator or Institution) or by MRA to Principal Investigator and/or Institution. Each disclosing party agrees to clearly identify in writing any such information as confidential information to any receiving party. Each recipient of confidential information agree to: (A) take reasonable measures to protect the confidential information of the disclosing party (including, if recipient is Institution or Principal Investigator, with respect to only disclosing such information in connection with the Research Proposal as necessary to carry out and perform such Research Proposal and with advance permission from MRA and ensuring that any such approved individuals who receive such information know and agree to abide by these Confidentiality terms hereunder); and (B) except as otherwise provided in this Award Letter,

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not disclose such confidential information to any third parties. These confidentiality obligations shall not apply to information which is: (w) rightfully obtained from a third party or independently developed by the recipient, (x) already known to the receiving party or becomes part of the public domain without breach of this Award letter; (y) authorized for release by the disclosing party; or (z) required to be disclosed by law.

4. Intellectual Property.

- (A) Title to Intellectual Property (IP) / Diligence: Subject to the rights granted to MRA in these Terms and Conditions, title to any Award IP shall reside with the Institution pursuant to applicable intellectual property law and the Institution's intellectual property ownership and licensing policies. "Award IP" is defined as any invention, discovery, improvement, work of authorship (excluding books or chapters of books) or other work product resulting from the performance of the Research Proposal funded, in whole or in part, by the Award. The Institution agrees to use commercially reasonable efforts to obtain and maintain patent and/or copyright protection at its sole discretion and, as applicable, to commercialize the Award IP. For avoidance of doubt, "Award IP" excludes inventions, discoveries, improvements, works of authorship (excluding books or chapters of books) or other work products NOT funded in whole or in part by MRA.
- (B) Reporting: Principal Investigator and Institution shall identify any Award IP in the annual written progress reports required under Section 1(C), and any significant developments with respect to Award IP previously reported. Such reports shall identify any efforts by Institution to secure patent protection with respect to the Award IP, or any other governmental filings made by Institution with respect to Award IP. If Award IP is developed, upon expiration of the MRA Award, Institution shall thereafter complete MRA's IP Annual Update form upon MRA's reasonable request to indicate the status of any patents and copyrights and applications, licensing, assignment or other commercialization of the Award IP. Additionally, upon MRA's written request, Institution will provide to MRA a copy of its intellectual property ownership and licensing policies as such policies apply to any Award IP, and such policies shall be considered Institution's confidential information except to the extent they are made publicly available by Institution. All patentable and unpatentable Award IP must be reported to MRA, provided that Institution does not need to report any unpatentable Award IP that does not have commercial value.
- (C) Revenue Sharing: MRA will be entitled to share in any Revenues arising out of the licensing or other exploitation of the Award IP as set forth below.

5. MRA Revenue Sharing.

MRA's share of Revenues will be determined as a share of Distributable Net Income ("DNI") in accordance with the following:

- (A) "Revenues" shall mean any amount the Institution receives with respect to the Award IP, including upfront and periodic payments, milestone and royalty payments, but excluding funds received for research support that is not in lieu of Revenue.
- (B) DNI shall mean the Revenues received by the Awardee excluding (i) the distribution to the inventors and the inventor's department in accordance with the Institution's policies; (ii) the patent costs and licensing expenses incurred by the Institution; and (iii) the portion of the Institution's indirect costs calculated by multiplying the MRA Award by twenty five percent (25%) ("Institution's Indirect Costs").

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- (C) MRA will be entitled to receive a share of DNI calculated by multiplying DNI by the percentage resulting from: (a) dividing the amount of costs paid by MRA Award for the research that resulted in the Award IP, by (b) the aggregate amount provided from all funding sources (including MRA Award and Institution's Indirect Costs) with respect to the Award IP (the "MRA Revenue Share"). MRA Revenue Share shall be limited to a maximum of x) one and one-half (1.5) times the amount of the MRA Award for a total cumulative DNI up to five (5) times the MRA Award; and (y) five (5) times the MRA Award for a total cumulative DNI in excess of five (5) times the MRA Award. Institution shall pay MRA such share annually during any year in which DNI is received.

6. MRA Licensing Assistance.

If the Institution has not licensed Award IP within two (2) years after active research has terminated with respect to Award IP, it will contact MRA in writing as specified in MRA's IP Annual Update form and provide MRA with details of the Institution's efforts to date to license the Award IP to determine whether MRA is able to assist Institution to achieve such a license. Thereafter, MRA and Institution shall cooperate on such continuing efforts to license Award IP to a third party that MRA and Institution agree is most likely to be able to commercialize a product resulting from the Award IP. Notwithstanding the foregoing, Institution shall have the sole authority (i) to decide with whom to enter into a license agreement, (ii) to negotiate any license agreements, and (iii) to execute any license agreements.

7. Research Only License.

Institution agrees to grant to a limited number of academic and not-for-profit research institutions designated by MRA and approved by Institution, which approval will not be unreasonably withheld, a non-exclusive royalty-free license to use Award IP for non-commercial purposes only. Such license shall contain such terms and conditions as are agreed upon by Institution and such third parties with input from MRA.

8. Institution Representations and Warranties.

Institution represents and warrants to MRA to the best of its knowledge that the terms and conditions hereof do not and will not conflict with or violate any provision of the articles of incorporation, bylaws, limited partnership agreement or any similar instrument of Institution, as applicable, in any material way, and do not and will not conflict with, violate, or breach or constitute a default or require any consent under, any contractual obligation or policy by which Institution is bound, including any agreements with or policies applied to its researchers, employees or contractors, or other sources of funding.

9. Publications and Publicity.

- (A) Publication: MRA anticipates that all scientifically significant results of the Research Proposal, whether negative or positive, will be published or otherwise publicly presented. Any publication based on or developed under the Award must, unless otherwise requested by MRA, contain an acknowledgment in the following or similar language: "This publication is based on research supported by the Melanoma Research Alliance." Recipients must also acknowledge "Melanoma Research Alliance" as a funding source in presentations reporting on research supported by the Award.
- (B) Release of Information: Copies of all publications, articles, abstracts, or presentations, whether written or oral, regarding the Research Proposal shall be provided to MRA, and subject to the rights of publishers or other third parties to the extent such rights have been communicated to MRA in writing by a Recipient, MRA will be entitled to use, refer to, reproduce, and disseminate

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reprints of scientific, medical, and other published articles relating to the Research Proposal or this Award, without any further compensation to any Recipient or any third party under applicable copyright law.

- (C) Publicity: Except as permitted by Section 9(A), Recipient may not use the name, symbols, or marks of MRA in any form of publicity without MRA's prior written consent; provided however, that Recipient may disclose the existence of the Award, including the title of the Award, its purpose, and the amount and duration of the Award grant, without such prior written consent. MRA shall be permitted to use Recipient's name and general biographical information, such as title or publicly known credentials or other information and as set forth in Section 9(A) or Section 9(B), and in connection with MRA's public and general business communications for the purposes of disclosing the existence of the Award, identifying Recipient as a recipient of the Award, along with a non-confidential description of the research related to the Recipient or funded by the Award. MRA shall obtain prior, express consent for any other use of Recipient's name or likeness.

10. Oversight Visits.

- (A) Oversight Visits: MRA and/or its authorized representatives shall have the right, with reasonable advance notice, to conduct site visits, meet with Recipient personnel, and view any materials, equipment, or supplies purchased under the Award, as well as any books, documents, papers, and records relating to performance of the Research Proposal, including without limitation, any records regarding the receipt and disbursement of the Award funds, to review and verify Recipient's compliance with the terms of the Award (including these Terms and Conditions). Recipient shall fully cooperate in any such audit or visit, and failure to provide such access shall constitute a material breach of Recipient's obligations.
- (B) Records: Recipient shall keep systematic and complete records on the receipt and disbursement of all Award funds, and may not co-mingle any funds from other sources with the Award funds. Recipient shall retain all such records for a period of at least three (3) years after the expiration date of the Award Term (as defined in the Award Letter), or for longer period(s) as may otherwise be required by applicable law.

11. Termination.

- (A) Termination: MRA reserves the right to terminate the Award effective immediately upon written notice if Recipient (i) is unable to complete the Research Proposal; (ii) terminates or suspends the Research Proposal; (iii) materially alters the Research Proposal; or (iv) uses the Award grant for prohibited expenses or expenses outside of the scope of the Research Proposal, as determined in MRA's discretion. In addition, MRA may terminate this Award for breach of the Award Letter or these Terms and Conditions, if such breach remains uncured for a period of thirty (30) days following Recipient's receipt of written notice thereof or immediately if such breach is otherwise deemed material or otherwise not subject to cure in MRA's reasonable discretion. Furthermore, if the Principal Investigator departs from, or is otherwise no longer affiliated with, the Institution (each, an "Investigator Departure") or an agreed industry partner revokes its industry support in connection with an Industry Partnership Award, MRA reserves the right to terminate the Award with respect to any or all parties to the Award in its discretion.
- (B) Effects of Termination: In no event shall MRA be responsible for any lost profits or other lost opportunities arising from any early termination of this Award. In the event of early termination of the Award, the Institution shall promptly refund any unspent portion of the

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Award to MRA not associated with non-cancellable obligations in accordance with MRA's written instructions.

- (C) Transition Assistance: In the event of an Investigator Departure, the Institution agrees to assist MRA and/or its designee (which may include the Principal Investigator), with the orderly transfer of any of its obligations under the Research Proposal along with the Research Proposal to MRA's designee as expeditiously as possible, and to render all assistance reasonably requested by MRA and its designees in connection therewith.
- (D) Survival: In addition to any provisions that by their nature survive expiration or termination of the Award, Section 1(C)-(D), 3-10, 11(C)-(D), and 12-14 shall survive the termination or expiration of the Award for any reason.

12. Indemnification and Liability.

- (A) MRA Disclaimer: MRA IS A PASSIVE GRANTOR AND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE AWARD OR THE RESEARCH PROPOSAL. UNDER NO CIRCUMSTANCE SHALL MRA BE LIABLE TO ANY RECIPIENT FOR ANY DAMAGES ARISING FROM OR IN RELATION TO THIS AWARD, THE RESEARCH PROPOSAL, OR THE USE OF THE RESEARCH RESULTS (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE, REGULATION OR OTHERWISE).
- (B) Indemnification:¹ Each Recipient agrees to be fully responsible for, indemnify, defend, and hold MRA, its officers, directors, personnel, and agents, harmless from and against any and all actual and alleged liabilities, damages, losses, claims, or expenses (including court costs and reasonable attorneys' fees), resulting from or arising in connection with the grant of this Award or the performance of the Research Proposal, including without limitation, any claims brought by or on behalf of subjects participating in any Research Proposal. Institution shall maintain insurance in adequate amounts and coverage to fulfill obligations of Institution and all Recipients hereunder. This provision shall survive the expiration or earlier termination, for any reason, of the Award Term.

13. Dispute Resolution.¹

All disputes, controversies or claims arising from, connected to or related in any manner with the Award, or these Terms and Conditions, including, but not limited to, breach, termination, expiration, or invalidation, or the relationship of the parties (collectively, "Disputes") shall be resolved in accordance with the procedures set forth in this Section 13. Except for any actual or threatened breach of any obligations for which the parties may seek injunctive or other equitable relief in a court of law (together, "Excluded Claims"), these procedures shall be the sole and exclusive process for the resolution of any such Dispute, and shall be enforceable in any court of competent jurisdiction over the parties.

- (A) Mediation: If a Dispute arises the parties shall attempt to resolve the Dispute via reasonable efforts, including non-binding mediation, under the guidance of an independent third party mediator to be approved in writing by both parties. Neither party may bring any action to enforce the terms of these Terms and Conditions, other than Excluded Claims, until thirty (30) days after the first written notice of the Dispute is provided by either party to the other and until such

¹ If Recipient is a federal or state government entity or institution, then this paragraph and section, respectively, shall not apply to the extent it conflicts with applicable law.

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Dispute is unable to be resolved during such thirty (30) day period after good faith reasonable efforts by the parties.

- (B) Arbitration. Any unresolved Dispute or Dispute which cannot be resolved via Mediation as set forth above, other than an Excluded Claim, will be referred to final and binding arbitration, to the exclusion of any other court, forum or jurisdiction. Such arbitration will be conducted under the rules of the American Arbitration Association in effect from time to time. In the event Institution is domiciled outside the United States, Disputes will be resolved pursuant to the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce. The parties will appoint one arbitrator by mutual agreement. If the parties cannot agree on the appointment of an arbitrator within 30 days after receipt of a demand for arbitration, each party will appoint one arbitrator, and the two party-appointed arbitrators will select a third arbitrator, who will act as Chair. If the party-appointed arbitrators cannot agree on a Chair, the Chair will be appointed by the American Arbitration Association or the International Court of Arbitration of the International Chamber of Commerce. The parties shall instruct such arbitrators to render a determination within six (6) months after their appointment. The place of arbitration will be Washington D.C., and the laws of Washington D.C. shall govern. There will be no consolidation or joinder of any dispute subject to arbitration hereunder with any arbitration or legal proceeding involving third parties or other disputes between the parties hereto. It is expressly understood and agreed by the parties that the findings of the arbitrator(s) will be conclusive on them, their successors, heirs and assigns and may be entered as a judgment in a court of record. The arbitrator(s) will have no authority to award punitive or exemplary damages or any other monetary damages not measured by the prevailing party's actual damages. This section shall not prohibit any party from seeking injunctive relief from a court of competent jurisdiction in the event of a breach or prospective breach of this Agreement by the other party.

14. Miscellaneous Provisions.

- (A) Force Majeure: Neither MRA nor Recipient shall be liable for any failure to perform any obligations under the Award if such failure results from causes beyond its reasonable control, including, but not limited to, war, sabotage, insurrection, riots, civil unrest, fires, flood, earthquake, or other similar occurrences (including any mechanical, electronic, or communications failure, but excluding failure caused by Recipient's own financial condition or negligence). If a party is unable to perform any obligations under the Award pursuant to this provision, the affected party shall give immediate written notice to the other party.
- (B) Language of Communication: All communications in connection with the Award, and with any proceedings or documents generated in resolving any Disputes hereunder, shall be in the English language.
- (C) Governing Law: This Agreement will be governed by and construed in accordance with the laws of Washington D.C., without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
- (D) Amendments: MRA may, with mutual written agreement with Recipient, amend or add to these Terms and Conditions. MRA may, at its sole discretion and with written notice to Recipient, amend or add to the policies referenced in these Terms and Conditions.
- (E) Nature of Relationship: Nothing in these Terms and Conditions or the Award Letter shall constitute a partnership or joint venture or establish a relationship of agency between or among MRA and any Recipient. No employee of MRA or any Recipient shall be considered to be an employee of

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any of the others, and neither MRA nor Recipient shall enter into any contract or agreement with a third party that purports to obligate or bind any of the others.

- (F) Waiver of Default or Breach: Failure to enforce the rights hereunder, regardless of the length of time such failure continues shall not constitute a waiver of those or any other rights.
- (G) Assignment: The Award Letter or Award may not be assigned or transferred without MRA's prior written consent, and any attempted transfer or assignment in violation of the Award Letter or these Terms and Conditions shall be void and of no force or effect.
- (H) Entire Agreement: These Terms and Conditions, along with the Award Letter, the terms and conditions of the RFP, and the Research Proposal, which are incorporated by reference into these Terms and Conditions, constitute the full agreement of the parties as it relates to the Award. In the event of any inconsistency between the Terms and Conditions and the Award Letter, the terms of the Award Letter shall govern and control.
- (I) Severability: Should any term or condition of the Award or these Terms and Conditions be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the parties, the remainder will continue to remain in force and effect and shall be interpreted so as to best effect the original intentions of the parties.
- (J) Notices: Any notice or other communication to a party concerning the Award shall be in writing and delivered personally, by telecopy transmission, by a national overnight courier service, by registered or certified mail (return receipt requested) (with postage and other fees prepaid) or by electronic mail to the address set forth in the Award Letter or at such other address of a party as such party may furnish to the other party in writing. Any such notice, communication or delivery will be deemed given upon receipt.

Updated August 14, 2017