

CURES WITHIN REACH REPURPOSING RESEARCH CO-SPONSOR AGREEMENT

EXHIBIT C



Conditions of Awards

1. There is no provision for Cures Within Reach (CWR) to fund indirect expenses for its portion of the award that funds a particular research project. The 20% institutional match may be used for indirect costs. For purposes of this Agreement, "Indirect Expenses" means the reasonable and customary administrative expenses that Research Partner incurs for common or joint objectives and which cannot be readily and specifically identified with a particular project or activity (e.g., legal, payroll and accounting expenses), provided that such administrative expenses are allocated to the Research Project on a reasonable basis and in the same manner and consistently with all other activities of Research Partner. Up to 10% of CWR funding may be applied to Direct Project Administration costs. However, the total amount of direct project administrative costs and indirect costs combined may not be more than 20% of the approved Requested Project Funding in Exhibit A.
2. CWR only funds Principal Investigator (PI) or Co-Investigator (CI) salary and/or fringe benefits when the institution requires and verifies that the funding for the portion of time expended by the PI/CI must come through the CWR grant, AND when the PI/CI time devoted to the grant is not already funded through a separate funding source, such as an annual full-time salary or a combination of other grants plus salary that cover 100% or more of the PI's/CI's time or compensation. PIs/CIs who have their salary included in the grant budget must be directly involved in the research, and can only be funded during the time when they are directly involved. Often, fully funded senior PIs devote a portion of their time to working on a grant, and/or to supervising CIs or staff on the grant. In these cases, it is acceptable to show that percentage of time allocated, but there should be \$0 salary amount for these PIs in the budget.
3. While all CWR grants require a 20% co-fund by the institution or company sponsoring the research, "Double Dipping" or an overlap in funding of the 80% of the grant funded by CWR is not allowed, and CWR may terminate funding or reduce funding in the event that a grant with identical or even similar specific aims is funded by another funder. While CWR encourages applicants to submit the same grant to multiple funders for the purposes of obtaining funding, if the grant is fully or partially funded another funder, then it is the applicant's responsibility to notify CWR so CWR can decide how to proceed. Similarly, if alternate funding is obtained after the award of a CWR grant is made and the grantee chooses the alternative funding, CWR must be notified and the CWR award will be modified or terminated.
4. Equipment costs over \$5,000.00 are generally not covered expenses, except in cases where the equipment is unavailable at the research location and the failure to obtain the equipment will impair or significantly delay the outcome of research. Under certain conditions, CWR may provide funding for the purchase of this scientific equipment (defined as durable goods that cost in excess of \$5,000.00) for use in active CWR-supported research grants. Requests for the purchase of such equipment are considered on a case-by-case basis and CWR reserves the right to property ownership of all equipment purchased with CWR funds. Following the termination of a CWR grant, CWR retains the right to transfer the property to another CWR grantee or institution. Equipment purchased with CWR funds is to remain under the control of the CWR grantee, when such individual transfers to another

academic institution occur. If your grant request includes equipment, please investigate whether reconditioned and/or used equipment can be substituted.

5. CWR typically covers limited travel and meetings only for multi-year research projects, and then only when necessary to ensure the success of the project or to present a paper at a meeting where the presentation increases the likelihood that others will use the data to use the results of the research in clinical practice or further research to accelerate the search for a cure.
6. Income earned between receipt of funds and their expenditure for the purpose so designated must be applied directly to this grant.
7. The CWR Repurposing Research Co-Sponsorship Agreement must be agreed to and signed by an authorized institutional officer and returned to CWR.
8. A copy of the approval by the appropriate institutional review committee for use of human or animal subjects must be forwarded to CWR, as well as the final Research Project protocol and any FDA approval or documentation. Research Partner is responsible for obtaining all approvals, making all filings, and obtaining all permits necessary for the conduct of the Research Project.
9. CWR must be notified immediately of any significant personnel change.
10. Research Partner shall use reasonable efforts to share upon request all resources (e.g., probes, vectors, DNA sequence, cloned genes, antibodies, transgenic animals, etc.) and knowledge, developed with full or partial support of CWR and reported in a scientific or other publication, with legitimate investigators, clinicians, patients or others in a generous and timely fashion in order to advance the collaborative goals of CWR and our funding partners.
11. CWR frequently solicits funds specifically designated for a particular research project. It is critical to involve the funders with the researchers and institutions. We will carefully manage these contacts to make them a positive experience for all parties. Researchers and institution partners agree to make themselves reasonably available to accommodate these funder face- face, e-mail, and telephone contacts, and to otherwise support CWR funder solicitation effort.
12. CWR is not responsible for any claims, judgments, awards, damages, settlements, intentional acts, willful acts, negligence, or malpractice arising directly or indirectly from the research or investigation related to this award, or the further research, clinical development, manufacturing development or commercialization of any product that is the subject of or is enabled by the Research Program (“**Claims**”). The investigator’s institution must acknowledge responsibility for the conduct of research or investigations related to this award, and release CWR, its staff, Board, and funders from all Claims. Research Partner will indemnify, defend and hold CWR harmless from any and all Claims except to the extent caused by the willful misconduct or gross negligence of CWR.
13. Notwithstanding anything to the contrary in this agreement, in no event will either party to the agreement, or any of its affiliates, or any of their respective trustees, directors, officers, employees or agents be liable to the other party or any of its affiliates, or any of their respective trustees, directors, officers, employees or agents, for indirect, special, incidental or consequential damages of any kind arising in any way out of this agreement or the rights granted hereunder, however caused and on any theory of liability, regardless of whether such party will be or have been advised, will have reason to know or in fact will know of the possibility of the foregoing.