



RESEARCH GRANT AGREEMENT

Two Year Grant

This Research Grant Agreement (“**Agreement**”) is entered into as of the ____ day of _____, 2017, among the Vera and Joseph Dresner Foundation, whose address is 6960 Orchard Lake Road, Suite 149, West Bloomfield, Michigan 48322 (the “**Dresner Foundation**”), _____ (the “**Grantee**”) and _____ (“**Principal Investigator**”).

RECITALS:

A. The Dresner Foundation is a charitable foundation whose mission includes the advancement of medical research relating to the prevention, early detection, treatment and eventual eradication of Myelodysplastic Syndrome and related blood disorders (“**MDS**”). The Dresner Foundation has established a fund (the “**Fund**”) to support such research.

B. The Principal Investigator, an employee of Grantee, performs medical research in the area of MDS. The Principal Investigator desires to conduct a research project through Grantee entitled _____ (the “**Project**”), as described in Grantee’s application to the Fund (“**Application**”). A summary of the Project is attached to this Agreement as Exhibit A (the “**Summary**”).

C. The Dresner Foundation has reviewed and accepted Grantee’s Application and desires to make a research grant to Grantee in the amount of _____ and 00/100 (\$_____.00) Dollars to conduct the Project (the “**Grant**”), subject to the terms and conditions of this Agreement.

THEREFORE, for valid consideration received, the Dresner Foundation, Grantee and Dr. Chung agree as follows:

1. **Grant.** The Dresner Foundation agrees to make the **Grant** to Grantee for the Project, in accordance with and subject to the terms and conditions of this Agreement. Grantee accepts the Grant and agrees to pursue the Project as described in the Application and Summary. Subject to the terms of this Agreement, the Dresner Foundation shall disburse the Grant to Grantee as follows: (a) _____ and 00/100 (\$_____.00) Dollars shall be disbursed to Grantee as soon as is practicable following the execution of this Agreement (the “**Initial Disbursement**”); and (b) _____ and 00/100 (\$_____.00) Dollars shall be disbursed to Grantee one year after the date of the Initial Disbursement (the “**Second Disbursement**”). The foregoing Disbursements shall be made by check or wire transfer payable to Grantee.

2. **Use of Grant Proceeds.** The Grant will be used by Grantee solely to fund the costs of the Project. Grantee shall apply the Grant proceeds to the costs and expenses described in the budget included in the Summary attached hereto as Exhibit A (the “**Budget**”). Grantee shall be permitted to make minor adjustments to the expenditures identified in the Budget without requiring the Dresner Foundation’s prior consent if the adjustment: (a) is consistent with the



purpose of the Grant as set forth in the Application and Summary; and (b) does not result in a change of more than five (5%) percent in any specific line item within the Budget. Any other expenditures that would require a modification to the Budget shall require the advance written authorization of the Dresner Foundation. Grantee shall immediately notify the Dresner Foundation of its inability to expend the Grant for the purposes described in this Agreement.

3. **Project Reports.**

(a) **Annual Reports.** No later than thirty (30) days from the one year anniversary of the date of this Agreement, Grantee shall submit to the Dresner Foundation, in a form reasonably acceptable to the Dresner Foundation, a written annual report describing the research performed and the interim results thereof and a statement of expenditures from the date of this Agreement to the date of such report (“**Annual Report**”). The Annual Report shall be accompanied by a letter requesting the Second Disbursement of the Grant for the following year. The obligation of the Dresner Foundation to make the Second Disbursement of the Grant is conditioned on the Dresner Foundation’s timely receipt of the Annual Report and, upon the Dresner Foundation’s review of the Annual Report, its determination that the Project is being pursued in accordance with the Application, the Summary and any other requirements and/or directives prescribed by the Dresner Foundation.

(b) **Final Report.** No later than thirty (30) days following the second anniversary of the date of this Agreement, Grantee shall submit to the Dresner Foundation, in a form reasonably acceptable to the Dresner Foundation, a Final Report describing the research performed and the status of the Project, including results and findings, and a statement of expenditures for the period of the Grant. In the event that Project will continue to be pursued beyond the Grant period, the Final Report will also describe Grantee’s strategies for continuing the Project to completion. If the Grant funds are not fully utilized by Grantee within the Grant period and the Project will not continue to be pursued beyond the Grant period, the Final Report shall identify any unused Grant funds, and Grantee shall either return such unused funds to the Dresner Foundation or utilize such unused Grant funds in a manner which is approved by the Dresner Foundation.

(c) **Interim Reporting and Other Required Deliveries.** At the request of the Dresner Foundation, Grantee will also provide the Dresner Foundation with interim reports and such additional reports, in accordance with the reporting requirements reasonably established by the Dresner Foundation from time to time (which, together with the Annual Report and the Final Report shall be collectively referred to herein as the “**Report(s)**”). If Grantee obtains any audited financial statements relating to the Grant, a copy will be provided to the Dresner Foundation. Grantee shall immediately inform the Dresner Foundation in writing in the event Grantee and/or the Principal Investigator receives any additional funds during the Term of this Agreement from third parties to finance the Project and how such funds will be used in conjunction with the Grant. In addition, Grantee shall immediately notify the Dresner Foundation if changing conditions beyond Grantee’s reasonable control make it impractical to for Grantee to utilize the Grant for the Project.



(d) **Report Content.** Each Report shall include a discussion of the research questions addressed in the Application and the outcomes (or interim or anticipated outcomes) of the Project as presented in the Application and the attached Summary. The Grantee also agrees to provide any other information reasonably requested by the Dresner Foundation.

(e) **Document Retention.** Grantee is required to keep the financial records with respect to the Grant, along with copies of any Reports for at least four (4) years following the year in which all Grant funds are fully expended. Notwithstanding anything to the contrary contained in this Agreement, the foregoing obligation shall survive the Term of this Agreement.

4. **Principal Investigator.** The Principal Investigator shall have the primary responsibility of overseeing and managing the Project. During the Term of this Agreement, the Principal Investigator shall maintain all requisite licenses and board certifications to operate in his chosen field and to conduct the Project. Grantee shall notify the Dresner Foundation immediately in writing in the event any of the above licenses and/or any board certifications are revoked and/or are no longer in good standing. Grantee shall also immediately notify the Dresner Foundation in writing in the event the Principal Investigator's affiliation with Grantee terminates or if the Principal Investigator ceases to be the principal investigator of the Project during the Term of this Agreement. In addition, if the Principal Investigator has a research mentor, as identified in the Application (the "**Mentor**"), Grantee shall also immediately notify the Dresner Foundation in writing in the event the Mentor's affiliation with Grantee terminates or if the Mentor ceases to be the mentor for the Project during the Term of this Agreement.

5. **Indemnification.** To the full extent allowed under the applicable law, Grantee shall indemnify, defend and hold harmless the Dresner Foundation and its directors, officers and employees from and against any claims, causes of action, liability, costs or expenses, including reasonable attorney's fees, arising from any third party claims brought against any of the indemnified parties in connection with the Project.

6. **Clinical Studies.** In the event Grantee requires individuals to participate in clinical trials in connection with the Project, Grantee shall comply with all applicable federal, state and local laws, and the requirements of Grantee's institutional review board, and shall further obtain a signed informed consent ("**Informed Consent**") form and HIPAA Authorization from each participant, each in compliance with applicable laws and regulations.

7. **Recognition.** The Dresner Foundation will be recognized in all presentations, articles and/or other publications regarding the Project and will be identified with all research conducted by Grantee and Principal Investigator in connection with the Project, including any and all publications of such research. The Dresner Foundation grants to Grantee permission to publicly recognize the Dresner Foundation's commitment and the Dresner Foundation consents to the inclusion of the Dresner Foundation's name as a donor in Grantee's internal and external publications and media. Grantee and Principal Investigator will provide to the Dresner Foundation for its review and approval the text of any proposed publicity concerning the Grant, the Project and/or the Dresner Foundation prior to its release. The Dresner Foundation may include information regarding the Grant, including the amount and purpose of the Grant, any photographs



that may have been provided, or other information or materials about the Project in the Dresner Foundation's periodic public reports, newsletters, news releases and websites. Grantee shall immediately notify the Dresner Foundation of any articles and/or other publications and/or presentations produced and/or conducted by Grantee or the Principal Investigator that include information relating to the Project and/or the Dresner Foundation. Notwithstanding anything to the contrary contained in this Agreement, the foregoing obligations shall survive the Term of this Agreement.

8. **Tax-Exempt Status; Authority.** Grantee represents to the Dresner Foundation that: (a) it is a non-profit organization, recognized by the Internal Revenue Service as a public charity under Sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**"); (b) its tax exempt status under the Code has not changed since the date of the IRS determination letter which has been provided to the Dresner Foundation; and (c) to its knowledge, there is no issue presently pending before the Internal Revenue Service that could result in any adverse change to such entity's tax-exempt status. Grantee shall immediately notify the Dresner Foundation of any adverse change in its tax-exempt status.

Grantee represents to the Dresner Foundation that the person executing this Agreement on behalf of Grantee has been duly authorized to enter into this Agreement and that the execution of this Agreement and the performance of Grantee's obligations hereunder have been duly authorized and this Agreement is binding on Grantee.

9. **Assignment and Binding Effect.** This Agreement and the rights and benefits hereunder may not be assigned or delegated by Grantee or Principal Investigator without the prior written consent of the Dresner Foundation, which consent shall be in the sole and absolute discretion of the Dresner Foundation. Subject to the foregoing, the obligations under this Agreement shall be binding upon and the rights shall inure to the parties and their respective successors and permitted assigns.

10. **Term and Termination.**

(a) **Term.** The term of this Agreement shall commence on the date of this Agreement and shall continue until Grant funds have been fully expended in accordance with this Agreement and the Dresner Foundation has received the reports required under this Agreement (the "**Term**").

(b) **Termination.** Notwithstanding the provisions of Paragraph 10(a), the Dresner Foundation shall have the right to terminate this Agreement or to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Dresner Foundation's reasonable discretion, such action is necessary as a result of: (a) Grantee's or Principal Investigator's failure to comply with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days from Grantee's and Principal Investigator's receipt of written notice from the Dresner Foundation; (b) an adverse change to Grantee's tax-exempt status; (c) Grantee's or the Principal Investigator's failure to comply with the requirements of any law or regulation applicable to Grantee, the Principal Investigator or the Project; (d) the Principal Investigator ceases to be employed by Grantee or in the event the Principal



Investigator ceases to be the Project’s primary researcher; or (e) if applicable, the Principal Investigator’s Mentor ceases to be affiliated with Grantee or the Mentor ceases to be the mentor for the Project and Grantee fails to appoint a successor Mentor reasonably satisfactory to the Dresner Foundation.

(c) Effect of Termination. In the event the Dresner Foundation exercises its right to terminate this Agreement, any unused Grant funds in Grantee’s possession together with any earnings thereon, shall, at the Dresner Foundation’s request, be returned to the Dresner Foundation or distributed to another 501(c)(3) organization designated by the Dresner Foundation within thirty (30) days following the termination of this Agreement.

11. **Miscellaneous Provisions.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to any conflict of laws rule or principle. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard exclusively in Oakland County, Michigan, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. This Agreement may be executed in counterparts and facsimile and electronic copies of signatures shall have the same force and effect as original signatures.

The parties have entered into this Agreement as of the date provided above.

“Grantee”

“Dresner Foundation”

Vera and Joseph Dresner Foundation, Inc.

By: _____
Name (Print): _____
Title: _____

By: _____
Name (Print): _____
Title: _____

“Principal Investigator”

Print Name:



EXHIBIT A
Summary