FRAXA Grant/Fellowship Contract

INTRODUCTION

FRAXA Research Foundation, Inc., a Massachusetts nonprofit corporation with a principal place of business at 10 Prince Place, Suite 203, Newburyport, MA 01950 ("FRAXA") offers a **grant and fellowship program** designed to encourage research aimed at finding a specific treatment for fragile X syndrome. FRAXA's goal is to bring practical treatment into current medical practice as quickly as possible; therefore, preference will be given to research projects that have a clear practical application and the results of which will be shared with other qualified researchers in a timely fashion.

The award letter, approved research proposal, and approved budget are incorporated into and made part of this Agreement.

AWARD STRUCTURE AND ACCEPTABLE COSTS

All awards are funded for one year (unless explicitly authorized for another term) and may be renewed for a second year, if progress is satisfactory. Renewal applications are due 60 days before the start date of the additional year of funding.

All allowable costs must be directly related to the research project. All awards can provide salary support for researchers, supplies, and other direct costs of the research project; all costs must be specified in the approved budget. FRAXA does not provide funding for indirect costs (also known as Facilities & Administrative (F&A) costs) under any circumstances.

If a project has not commenced within nine (9) months of the date the award is made, the award must be reauthorized by FRAXA's Board of Directors.

- **FRAXA Fellowships** provide $60,000 per year to enable individuals with graduate-level experience or higher to pursue research on fragile X.
- **FRAXA Clinical Trial Grants** are flexible in amount. They must involve human subjects with fragile X syndrome. Highest priority is given to clinical trials of potentially disease-modifying therapeutics which have been validated in fragile X animal models.
- **FRAXA Curative Therapy Grants** provide up to $100,000 per year. All work must be directed specifically at Fragile X therapeutics. Research topics may include development of enhanced model systems or biomarkers, as well as specific therapeutic development.

REPORTING OBLIGATIONS OF THE GRANTEE

In accepting a grant, the applying institution undertakes that it will:

- Submit to FRAXA a complete final scientific report on the work pursued within 90 days following the end of the award period. For grants lasting more than one year, a yearly scientific report is required.

- The Grantee Institution shall submit a financial report within 90 days after the end of each grant year and upon expiration or termination of the award, showing expenditures by approved budget category and any remaining balance.

AMENDMENT OF POLICIES

Any material changes affecting the scope, budget, or personnel of the project must be communicated to and approved in writing by FRAXA.

FRAXA Research Foundation reserves the right to modify its policies governing grants at any time and shall provide Grantee Institution with written notice of any changes to such policies that affect the terms of this Agreement. The Grantee agrees to abide by any changes or to terminate the grant within 30 days of the time when such notice is received. Failure to abide by the policies governing grants shall be considered sufficient grounds for cancellation of a grant or refusal to consider any pending application by the grantee.

HUMAN AND ANIMAL SUBJECTS

The Grantee Institution is responsible for obtaining and maintaining all applicable human-subject and animal-research approvals, including IRB and IACUC approvals or equivalent approvals outside the United States, before the relevant research activities begin.

PUBLICATION AND DISSEMINATION OF RESULTS

FRAXA's purpose in providing grants is to accelerate progress towards treatment for fragile X. Therefore, in accepting an award, the Principal Investigator shall:

- Submit the research findings, including negative or inconclusive findings, for publication in a peer-reviewed journal within one year after project completion. Once published, the reagents, methods, materials, and products of the work must be made available to other qualified researchers upon reasonable request, subject to Grantee’s material transfer agreement as applicable.
- Recognize the support of FRAXA in any published article resulting from the work pursued.
- Recognize the support of FRAXA in any presentation of the work at professional meetings and conferences.

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INTELLECTUAL PROPERTY

"Invention" means all discoveries, improvements, and inventions arising from this grant together with all related data, results, and information. Title to any Invention shall reside with the grantee institution. The grantee institution shall notify FRAXA within 30 days of identifying any potentially patentable Invention and will supply FRAXA, in confidence, with copies of that Invention. Grantee institution shall make reasonable efforts to license the Invention for commercial development to a third-party. For a patented Invention conceived and reduced to practice that is subsequently licensed under this grant, FRAXA and the grantee institution will negotiate in good faith to enter into a royalty sharing agreement consistent with the grantee institution's policies and procedures solely for the equitable distribution of net income from the Invention, taking into consideration the level of funding provided.

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SIGNATURE PAGE

Project Title:

Requested Start Date:

We accept the conditions specified above. We acknowledge and accept the provision that results of this research must be shared with other qualified researchers in a timely fashion.

_____	_____	_____
Signature - Principal Investigator	Name	Date

_____	_____	_____	_____
Signature - Authorized Institutional Representative, Office of Grants & Contracts	Name	Title	Date

Office of Grants & Contracts Contact Name, Phone, Email:

Office of Grants & Contracts Address:

Institution Tax ID:

Award should be made payable to:

Mailing Address for Award:
(If outside U.S. please provide wire transfer instructions.)