

FONDATION LEDUCQ

TRANSATLANTIC NETWORKS OF EXCELLENCE

RESEARCH AGREEMENT

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FONDATION LEDUCQ NETWORK RESEARCH AGREEMENT

This Fondation Leducq research agreement (the “**Agreement**” or “**Research Agreement**”) is made by and among the FONDATION LEDUCQ having its registered office at 1, rue Laurent Pichat – 75116 Paris, France, represented by its Executive Director, Dr. David Tancredi, hereafter referred to as “**FLQ**”, and the Investigator Institutions that have signed this Agreement through the attached Joinder Agreement.

This Agreement forms the network of researchers (the “**Network**”) that will perform Research Grant n° 16 CVD 0 titled “_____” (the “**Grant**”) based on the proposal dated ___ February 2016 and attached hereto as Exhibit 2 (the “**Proposal**”), and the revised budget dated _____, attached hereto as Exhibit 3 (the “**Budget**”) to be performed by the Investigators. The overall Budget is presented in US Dollars and allocated among the Investigators in the applicable currency, as set forth in Exhibit 4. Each network supported by FLQ comprises select individual researchers (each an “**Investigator**”) who pursue a coordinated research goal reflected in the research proposal submitted to FLQ by those Investigators. One Investigator is identified as the coordinating Investigator for purposes of managing the submission of the proposal and interacting with FLQ.

WHEREAS,

A. Fondation Leducq is a private foundation, based in Paris, France, dedicated to improving human health through international efforts to combat cardiovascular and neurovascular disease. Recognizing the potential of international collaboration to enhance research efforts in cardiovascular and neurovascular disease, the foundation created the *Transatlantic Networks of Excellence in Cardiovascular and Neurovascular Research Program*, which promotes internationally collaborative basic science and clinical research in cardiovascular and neurovascular disease. The principal aim of this program is to foster outstanding and innovative scientific research by bringing together international teams of researchers with complementary expertise and resources to work together on a common thematic problem. The proposals should aim to generate new knowledge with the potential to advance the diagnosis, prevention, and treatment of cardiovascular and neurovascular disease. Early career investigators play a vital role in these networks, which provide an excellent context for training and career development in cardiovascular and neurovascular research.

B. FLQ acknowledges that, to engage Investigators to perform the research in the Grant, the Grant must be issued through each Investigator’s affiliated institution (“**Investigator Institution**”) and that each Investigator Institution will execute this single multiparty Agreement, thereby binding itself and the Investigator to the terms and conditions herein. This Agreement is identical for all Parties and must be agreed to by all Investigator Institutions identified in the Grant in order for research and funding to commence, unless FLQ determines otherwise in its sole discretion. All Parties must approve any proposed edits

to this Agreement that are requested prior to receipt of all signatures. FLQ may, in its discretion, accept a limited modification of this Agreement with respect to a particular Investigator Institution only if the modification is required by the laws of the jurisdiction in which the Investigator Institution resides or in which the Investigator's research is performed, and, provided, that, the modification will have no material adverse effect on any other Investigator or Investigator Institution and will not unfairly benefit the Investigator Institution or its Investigator(s) receiving the modification, as determined in FLQ's sole and absolute discretion. Any such limited modification will be memorialized in a separate document between FLQ and the applicable Investigator Institution, and acknowledged by the applicable Investigator.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 1. DEFINITIONS

“**Administrative Contact**” means the person designated by each Institution to oversee this Agreement, receive notices, and manage records and bookkeeping with respect to Funds for that Institution.

“**Agreement Effective Date**” means the date set forth immediately above FLQ's signature to this Agreement.

“**Agreement Termination Date**” means the (i) the fifth (5th) anniversary of the Agreement Effective Date (“**Original Termination Date**”), or (ii) if the Agreement Term is extended in accordance with Section 4.2, the expiration of the Extended Term.

“**Agreement Term**” begins on the Agreement Effective Date and expires on the Agreement Termination Date, unless earlier terminated as provided in this Agreement.

“**Background Intellectual Property**” means the Intellectual Property Rights that exist on or before the Investigator Effective Date or that are generated outside of this Agreement during the Agreement Term that are owned or controlled by the applicable Investigator Institution or applicable Investigator, (i) for which the Investigator is a named inventor and that relate to the subject matter of the Research, or (ii) to the extent listed on Appendix 2 to the Investigator Institution's Joinder Agreement as of the Investigator Effective Date, and as may be amended from time to time, additional Intellectual Property Rights that Investigator Institution or Investigator reasonably deem to be reasonably necessary for performance of the Research.

“**Budget**” means the budget attached as Exhibit 3, as may be modified from time to time in accordance with this Agreement.

“**Co-Coordinator**” is the Investigator responsible for assisting the Coordinator with oversight and allocation of research and budget matters.

“**Co-Coordinator Institution**” means the institution affiliated with the Co-Coordinator.

“**Coordinator Institution**” means the Institution affiliated with the Lead Coordinator.

“**Coordinators**” are, collectively, the Lead Coordinator and the Co-Coordinator, or either may be referred to as a “Coordinator”.

“**Develop**” “**Develops**” or “**Developed**” means conceived, reduced to practice, authored, developed, or discovered.

“**Developer**” means an Institution or Investigator, alone or with other Institutions, Investigators, or a third party, that Develops Foreground IP.

“**Extended Term**” has the meaning in Section 4.2.

“**Foreground IP**” means any Intellectual Property Right Developed in performance of the Research, including Joint IP.

“**Funds**” or “**Funding**” is the money to be budgeted and distributed by FLQ pursuant to the Grant.

“**Funding Period**” has the meaning in Section 5.1.

“**Grant Amount**” is the aggregate amount that may be distributed by FLQ as set forth in the Budget and has the meaning in Exhibit 3.

“**Intellectual Property Rights**” means know-how, discoveries, inventions (including new uses and substances), whether or not patentable, and tangible materials (including modifications).

“**Investigators**” are the individual researchers who are designated in the Grant to perform and oversee the Research allocated to such Investigator. Each Investigator(s) is identified in his or her affiliated Institution’s Joinder Agreement.

“**Investigator Budget**” means each Investigator’s budget for the Investigator Research pursuant to the Budget and the Grant, as attached to the Investigator’s Joinder Agreement, as may be amended from time to time in accordance with this Agreement.

“**Investigator Effective Date**” with respect to each Investigator and the Investigator Institution, means the Agreement Effective Date, or, for Investigators or Investigator Institutions joining the Network after the Agreement Effective Date, the date on which the applicable Investigator Institution executes the Joinder Agreement.

“**Investigator Institution**” means each institution affiliated with an Investigator and that has executed this Agreement, including Coordinator Institution and Co-Coordinator Institution.

“**Investigator Research Data**” means the Research Data Developed in performance of the Investigator Research.

“**Investigator Research**” means the research designated to be performed by a particular Investigator included in the Grant and attached to the Investigator’s Joinder Agreement, as may be amended from time to time in accordance with this Agreement.

“**Investigator Term**” means for each Investigator and his or her affiliated Investigator Institution, the period of time beginning on the applicable Investigator Effective Date and ending on the applicable Investigator Termination Date.

“**Investigator Termination Date**” with respect to each Investigator, means the earlier of, (i) the date on which the Investigator is terminated or withdraws from the Network, and (ii) the Agreement Termination Date.

“**Joinder Agreement**” means the agreement in the form attached as Exhibit 1, which, when signed, is incorporated into this Agreement, and indicates that the Investigator becomes a member of the Network, binds the Investigator Institution to all of the terms and conditions of this Agreement, and identifies the Administrative Contact for that Institution. Within sixty (60) days after the Agreement Effective Date, FLQ will provide copies of each Joinder Agreement, including all appendices thereto, to each Administrative Contact.

“**Joint IP**” means Intellectual Property Rights Developed in performance of the Research that are owned by at least one Network Participant and another person or entity.

“**Lead Coordinator**” is the Investigator designated to coordinate and interact with FLQ with respect to overseeing performance and budget matters relating to the research under the Grant.

“**Network**” means the individuals and their affiliated institutions that have agreed to perform their designated portions of the Research as defined in the Proposal and the Grant, as may be modified from time to time in accordance with this Agreement.

“**Network Administrative Officer**” works with the Lead Coordinator to manage network activities, organize meetings, submit financial reports and progress reports, and otherwise communicate with the Fondation Leducq about the network program.

“**Network Participants**” are, collectively, the Institutions and the Investigators bound by this Agreement, from time to time, to perform the Research.

“**Other Networks**” means networks formed under the Transatlantic Network of Excellence in Cardiovascular and Neurovascular Research Program, other than the Network governed by this Agreement, including the institutions and investigators of those networks.

“**Parties**” are, collectively, the Network Participants and FLQ.

“**Progress Report(s)**” are the periodic reports required to be submitted by FLQ as a condition to providing Funding, as further described in Exhibit 5.

“**Proposal**” means the Proposal attached as Exhibit 2.

“**Protected Health Information**” or (“**PHI**”) means information that is transmitted or maintained in any form or medium (including the individually identifiable health information of citizens from any country or jurisdiction), including, identifiable demographic

and other information relating to the past, present, or future physical or mental health or condition of an individual, or the provision or payment of health care to an individual that is created or received by a health care provider, health plan, employer, or health care clearinghouse. For purposes of this definition, genetic information is considered to be protected health information. This definition will apply in accordance with the laws and rules of the applicable jurisdiction with respect to restrictions on disclosure of PHI.

“**Research**” means the research project to be performed by the Investigators pursuant to the final Proposal and the Grant Award, as may be modified from time to time in accordance with this Agreement.

“**Research Data**” means the data, records, files or other evidence, irrespective of their content or form (e.g. in print, digital, physical or other forms), that comprise research observations, findings or outcomes, including primary materials and analyzed data, Developed in performance of the Research.

“**Reviews**” means the Initial Review and Mid-Term Review pursuant to and as described in Exhibit 5.

“**SAC**” means the Scientific Advisory Committee, as it exists from time to time, designated by FLQ.

Article 2. RESEARCH

2.1 General Performance.

2.1.1 Joinder Agreement. As a condition to participation in the Network, each Investigator Institution will have signed and delivered to FLQ the Joinder Agreement, with all required appendices including the Investigator acknowledgement and all required information for the Administrative Contact. For clarity, no Investigator shall have the authority to execute this Agreement on behalf of his or her Investigator Institution and any such execution will not be binding on the Investigator Institution.

2.1.2 Diligent Performance. During the Term, each Investigator will use diligent efforts to perform the Research in accordance with the timetable set forth in the Proposal, pursuant to his or her Investigator Research, and in accordance with the applicable Investigator Budget. The Investigator and the Investigator Institution will not subcontract any of its obligations under the Investigator Research, except as disclosed in the Investigator Research, without the prior written consent of FLQ, which consent may be withheld in FLQ’s sole discretion. If Investigator desires to perform any human clinical studies as part of the Investigator Research, the Investigator must first receive FLQ’s written consent, which FLQ may withhold in its sole discretion. Investigator is solely responsible for acquiring all regulatory and IRB approvals necessary to perform any approved clinical research.

2.1.3 Network Honors. Upon FLQ’s request, each Investigator will inform FLQ of any scientific or peer award or honor granted to the Investigator or to any other person involved in performing the Investigator Research during the Agreement Term or during the 3 years thereafter.

2.1.4 Information and Reporting. Each Network Participant will provide all information and reports as required in this Agreement to enable the Coordinators to fulfill their responsibilities under Article 3 and as reasonably requested by the Coordinators or FLQ.

2.2 FLQ Responsibilities. FLQ designates Dr. David Tancredi to represent FLQ for the purpose of this Agreement and to be responsible for any and all matters in connection with the construction and administration hereof and for the collection of Progress Reports (as described in Section 3.3 below) to be submitted to the FLQ SAC. FLQ will fund the Research in accordance with this Agreement. Subject to nondisclosure restrictions in Article 8, FLQ has the right to designate a Related Entity (as defined in Section 15.2) to (i) receive or share any Progress Reports, Financial Reports and/or Reviews; (ii) to manage the administration and oversight of this Agreement; and/or (iii) to fund the amounts required by this Agreement.

Article 3. COORDINATORS' RESPONSIBILITIES

3.1 Primary Responsibilities. The Lead Coordinator, in consultation with the Co-Coordinator, will be responsible for:

3.1.1 communications with FLQ that relate to the Network, including the scientific plan and personnel, and any modifications to the Proposal or the Budget;

3.1.2 working with the Investigators to oversee and coordinate performance of the Investigator Research;

3.1.3 collecting reports from each Investigator and preparing and providing Progress Reports at the end of each Funding Period;

3.1.4 working with the Investigators and the Administrative Contacts to (i) confirm compliance with Investigator Budgets, (ii) collect invoices and backup materials with respect to the Investigator Research; and (iii) timely send invoices to FLQ in accordance with the Invoice Instructions at Exhibit 6;

3.1.5 preparing the annual Financial Report as required in Exhibit 5 and in substantially the form attached as Exhibit 7, comparing actual spending to budgeted spending for each Investigator and for the Network; and

3.1.6 providing any other information about the Network as requested by FLQ.

3.2 Modifications to the Network. The Coordinators have the right to mutually determine, and are the sole Investigators designated to make decisions, with respect to the following matters: (i) add additional Investigators (and their respective Investigator Institutions), provided that the applicable Investigator Institutions execute the Joinder Agreement; (ii) remove an Investigator and remove an Investigator Institution if no affiliated Investigator remains at the Investigator Institution; (iii) approve or deny whether an Investigator may remain with the Network upon transferring to a new institution; (iv) modify the Grant or any Investigator Research; and (v) modify the Budget or any Investigator Budget and/or

allocation of Funds among Investigators. All Coordinators' decisions under this Section must be approved by FLQ prior to any such decision becoming effective. FLQ may withhold approval for any reason in its sole discretion. Coordinators may approve, without FLQ's prior approval, any budgetary change reallocating Funds within an Investigator Institution, provided, that, the reallocation (i) does not materially affect the Research or any of the Investigator Research at that Investigator Institution, and (ii) does not involve changes of greater than 20% of the annual aggregate Investigator Budgets at that Investigator Institution; and further provided that the Coordinators must inform FLQ of such changes through the normal reporting mechanism. Budgetary changes approved by FLQ, or by the Coordinators with respect to an individual Investigator Institution as provided in this Section do not require any amendment of this Agreement and will be effective as to the applicable Investigators and Investigator Institutions as determined by FLQ and the Coordinators.

3.3 Coordinators' Progress Reports. The Coordinators will submit a progress report (each, a "**Progress Report**") to the SAC at the conclusion of each Funding Period in accordance with Exhibit 5.

3.4 Substitute Coordinators. FLQ affirms that the Coordinators act as the scientific and administrative leaders of the Network, and as such, they must at all times during the Agreement Term be able to carry out their duties in a diligent and professional manner. If, at any time, FLQ determines, in its sole discretion, that either Coordinator is unable to fulfill his or her duties to FLQ's satisfaction, FLQ has the right, upon written notice, to (i) replace such Coordinator with another qualified individual at the Coordinator Institution or Co-Coordinator Institution, as applicable, (ii) replace such Coordinator with another Investigator, (iii) replace such Coordinator with a researcher from outside the Network, provided the researcher and his or her affiliated institution sign and deliver a Joinder Agreement as provided in this Agreement, or (iv) if FLQ determines, in its sole discretion, that the Coordinator cannot be replaced without compromising the purposes of the Research, FLQ may terminate this Agreement and the Network upon providing written notice to the Administrative Contacts. If FLQ replaces the Coordinator, FLQ retains the right to terminate the Coordinator Institution affiliated with the replaced Coordinator in accordance with Section 13.1. FLQ intends to exercise this right only rarely and under compelling circumstances, such as (and without limitation) by reason of death, serious illness, transfer to a position at a new institution which does not wish to become a Network Participant, or removal from professional responsibilities at his or her Institution for disciplinary or other reasons. In all cases where FLQ decides that a Coordinator must be replaced, FLQ may seek the advice of some or all of the remaining Network Participants regarding the selection of an appropriate replacement, but FLQ will have the final decision on selecting the replacement Coordinator.

3.5 Notice. The removal of any Network Participant or any Coordinator under this Agreement requires notice only to the specific Network Participant being removed

Article 4. TERM AND EXTENDED TERM

4.1 Term. Unless terminated as provided herein, this Agreement is effective as of the Agreement Effective Date and expires on the Agreement Termination Date. The term with respect to each Investigator begins on the applicable Investigator Effective Date and ends on

the related Investigator Termination Date. Unless an Investigator or his or her Investigator Institution is terminated or withdraws, the Investigator Termination Date will coincide with the Agreement Termination Date.

4.2 Extended Term. If the Coordinators determine that the Network has or will have unspent Funds as of the Original Termination Date and the Research will not be complete as of the Original Termination Date, the Coordinators may request a one-time, 12 month extension to the Agreement Term (the “**Extended Term**”) for the sole purpose of completing the Research with no additional cost or funding from FLQ. The request for an Extended Term must be made at least six (6) months prior to the Original Termination Date, must be in writing and must include a projected budget for use of the remaining Funds during the Extended Term, a justification for continuing the Research past the Original Termination Date, and plans for ongoing administration of the Network during the Extended Term. FLQ will determine, in its sole discretion, whether to approve the Extended Term. If approved, the expiration of the Extended Term will become the Agreement Termination Date. If the Extended Term is not approved, or if Funds still remain at expiration or termination of the Extended Term, the remaining Funds will be returned to FLQ, unless, after consulting with the Coordinators, FLQ in its sole discretion decides otherwise. Nothing in this section relieves the Network Participants from providing the Final Progress Report (as provided in Section 3.3 and Exhibit 5) on the original schedule with all required information at the end of year five of the Term. If the Extended Term is granted, the Network Participants will submit within ninety (90) days of expiration of the Extended Term, in addition to the Final Report, an addendum summarizing the research performed during the Extended Term.

Article 5. GRANT FUNDS

5.1 Grant. FLQ has awarded the Grant Amount to the Network for performance of the Research, which will be allocated and paid in accordance with the Investigator Budget and in accordance with this Article 5. The Grant Award is inclusive of all direct and indirect costs of the Network as detailed in the Budget and in each Investigator Budget. Funds will be made available to the Network in phases, as described in Section 5.3 below, in the amounts set forth in the Budget and each Investigator will receive the Funding set forth in each Investigator Budget as necessary to perform the Research through the end of each phase (each a “**Funding Period**”). Payments during each Funding Period will be made pursuant to Section 5.6. The Network Participants acknowledge and agree that the Grant Amount is the total maximum amount of Funds available for performance of the Research by the Network under this Agreement and in no event will FLQ be obligated to provide any Funding that would, in the aggregate, exceeds the Grant Amount.

5.2 Currency. The Budget and each Investigator Budget will be submitted to FLQ in US dollars. FLQ will allocate Funds to each Investigator in the currency of the jurisdiction in which the Investigator is performing the Research. Prior to the Agreement Effective Date, FLQ will convert each Investigator Budget from US Dollars to the applicable currency based on a reasonable exchange rate set by FLQ, as set forth in Exhibit 4, that will apply to all Funds allocated to the Investigator throughout the Agreement Term. All payments and Funding distributions to each Institution will be in the currency applicable to the Investigator Budget for that Institution. FLQ may consider making adjustments to the amount

of non-US Funds distributed if, using the fixed exchange rates, FLQ has paid to all Network Participants in aggregate through the Agreement Termination Date, less than the Grant Amount in US Dollars.

5.3 Funding Periods. FLQ determines the Grant Amount to be budgeted during each Funding Period in accordance with the Budget for the Research to be performed during the applicable Funding Period and will pay amounts in accordance with that Budget, as invoiced pursuant to Section 5.6. The Funding Periods begin and end as follows, provided that FLQ is satisfied with the Research completed during the immediately preceding Funding Period:

	Start Date	End Date	Aggregate Funding Amount Per Budget	Applicable Review at completion of each Funding Period
Funding Period One	Agreement Effective Date	Initial Review Date (15-18 months from Agreement Effective Date)	\$	initial funding is automatically budgeted
Funding Period Two	the day immediately following the Initial Review Date	Provisional Mid- term Review Date—30 months from the Agreement Effective Date	\$	Budgeted based on satisfaction with Initial Progress Report and Initial Review
Funding Period Three (final)	the day immediately following Mid-term Review Date	Original Termination Date (five years from Agreement Effective Date)	\$	Funded based on satisfaction with Mid-Term Progress Report and Mid-term Review

5.4 Reviews. FLQ will review the Network’s performance at the end of Funding Period One (“**Initial Review**” and “**Initial Review Date**”) and at the end of Funding Period Two (“**Mid- term Review**” and “**Mid-Term Review Date**”). The structure, substance, process and timing for Reviews are set forth in Exhibit 5. Coordinators will attend each Review and may use Funds to cover costs and expenses related to a Review, including reasonable travel, meals and lodging. FLQ may, at its discretion, provide lodging for the Coordinators during the Review process.

5.5 Budget. The Funding Periods, and the related reporting and Review requirements, do not correspond to calendar years and can involve fractions of a calendar year. The Budget and each Investigator Budget is drawn up in calendar year increments that will be pro-rated to be concurrent with the Funding Periods. The Funding Period is based on the provisional Review Dates as set forth in Exhibit 5. The Budget for the applicable Funding Period will be adjusted on a pro rata basis to account for any delays in the occurrence of the applicable Review. FLQ will budget payments only on a Funding Period by Funding Period basis and has the right to immediately terminate this Agreement in accordance with Section 13.1.2, as to any portion of the Research or as to the Agreement in its entirety if FLQ is

not satisfied with the Review for the immediately preceding Funding Period. Each Network Participant acknowledges and agrees that it is not entitled to any claim or cause of action in the event FLQ terminates any or all of the Research for any Funding Period not approved by FLQ for any reason. Each Network Participant does hereby release, acquit and forever discharge FLQ and its Trustees, officers and employees against and from any and all actions, causes of action, claims, demands, costs, whether known or unknown, on account of, in any way growing out of, or resulting from, FLQ's decision, for any reason, not to approve any Funding Period beyond Funding Period One.

5.6 Invoicing and Payments. Each Investigator Institution will prepare its own Quarterly Invoices and Billing Charts in accordance with the procedures described in Exhibit 6 and will timely send the invoices to the Network Administrative Officer/Lead Coordinator within ninety (90) days of the end of each calendar quarter. Within ninety (90) days of the end of each calendar quarter during the Agreement Term, the Lead Coordinator, working with the Network Administrative Officer, will send FLQ a detailed invoice corresponding to the Network's performance of the Research, detailed on an Investigator by Investigator basis, and in accordance with Exhibit 6 for the immediately preceding calendar quarter (each, a "**Quarterly Invoice**"). FLQ will pay approved Quarterly Invoice(s) directly to each applicable Investigator Institution within thirty (30) days of FLQ's receipt of the Quarterly Invoice, not to exceed, in the aggregate, the maximum Investigator Budget for the Funding Period to which the invoices apply. If any Investigator will exceed the applicable Investigator Budget by greater than 5% for any Funding Period, the Administrative Contact for the applicable Investigator Institution must notify FLQ in writing. FLQ may pay, but is not obligated to pay, in its sole and absolute discretion, any budget overages or, if the Investigator Research continues into the next Funding Period, may apply the overage amount to the Investigator Budget for the next Funding Period. Notwithstanding the foregoing, FLQ may elect to prepay certain Funds at its sole discretion.

5.6.1 Upon FLQ's request, the Investigator and Investigator Institution will promptly provide FLQ with information and documentation to support the Quarterly Invoices.

5.6.2 Investigator Institution will provide FLQ with a final invoice within ninety (90) days after its Investigator Termination Date. FLQ has no obligation to pay any amount not invoiced within that time.

5.7 Use of Funds. Each Investigator will use all Funds only in accordance with his or her Investigator Budget.

5.7.1 Only for Research. The Network Participants agree that the Funds, and any interest that may be earned, will be used only for the Research, and may not be spent or used for any other work or purpose without FLQ's prior written approval. If FLQ becomes aware that the Funds are not being used for the Research, then upon FLQ's demand, the Investigator Institution diverting the Funds will reimburse FLQ for the amounts so diverted. FLQ will have the right to withhold any future payments to the Investigator Institution at fault and/or terminate this Agreement pursuant to Section 13.1.2 below.

5.7.2 Accounts. Network Participants are not required to maintain separate accounts for the Funds, however, the Funds must be shown separately on the Network Participants' books for ease of reference and verification.

5.7.3 Salary. Calculation of salary or compensation for each Investigator will be based on the percentage of effort that the Investigator allocates to the applicable Investigator Research, as reflected in the applicable Investigator Budget, calculated using the Investigator's full time salary or compensation as recorded in the Investigator Institution's records or as required by law or regulation, or, if not available, a reasonable salary for an Investigator of similar skill and experience located in the same geography.

5.7.4 No Political Influence. The Funds will not be used by any Network Participant to attempt to influence any legislation or the outcome of any public election; to carry on, directly or indirectly, any voter registration drive; to make grants to individuals or to other organizations; to undertake any commercial venture or any activities with a non-charitable, non-scientific or non- educational purpose; or for any other purpose not specifically described herein.

5.7.5 Approved Expenses. Unless otherwise approved, travel expenses must be limited to travel to and from Investigators' home Institutions, or to and from other mutually agreed-upon convenient meeting locations (including, e.g., after a national or international conference). Only expenses itemized in the Investigator Budget will be reimbursed pursuant to this Agreement.

5.8 Equipment. All equipment to be used for the Research and that is to be purchased with the Funds will be included as a line item in the Budget. Any such equipment costing greater than USD \$10,000 ("Significant Equipment") may be retained after the Agreement Term by the Institution that made the purchase; provided, that, if the Investigator for whose laboratory the Significant Equipment was purchased moves to, or becomes affiliated with, another Institution in accordance with Article 6, the Significant Equipment will be transferred with the Investigator to that Institution without such Institution purchasing the Significant Equipment from the originally affiliated Institution. If Investigator does not move to an institution that becomes a Network Participant, the Significant Equipment will remain with the Institution that purchased it.

Article 6. TRANSFER OF AN INVESTIGATOR'S INSTITUTION AFFILIATION

6.1 Voluntary Relocation to Another Institution. If an Investigator leaves his or her existing Investigator Institution to join another Institution or a new institution, then the Coordinators will determine, in consultation with FLQ, whether the particular Investigator Research will follow the relocating Investigator to the new institution or be terminated. If the Investigator Research is to follow the relocating Investigator to a new institution that is not an existing Investigator Institution, the new institution must become an Investigator Institution. If approved, Funds will be allocated between the Investigator's originally affiliated Institution and Investigator's newly affiliated Investigator Institution, as determined by the Coordinators and FLQ. The wind-down process for the original Investigator

Institution will be in accordance with Section 13.2.

6.2 Notice. If any Investigator transfers to a new Institution or leaves the Network, the Coordinator will notify each Investigator Institution's Administrative Contact with respect to the change.

Article 7. INTELLECTUAL PROPERTY OWNERSHIP AND RESULTS

7.1 Assignment of Intellectual Property Rights. To the extent required or allowed by an Investigator Institution's internal policies and the law of the jurisdiction in which the Investigator Institution resides, each Investigator Institution will obtain the necessary assignments of Intellectual Property Rights from (i) all of such Investigator Institution's Investigators, staff, agents, and sub-contractors (if any) performing or involved in the Investigator Research at the Institution, and (ii) from all of such Investigator Institution's individuals and organizations who Develop Foreground IP in performance of the Investigator Research at such Investigator Institution. To the extent that an Investigator Institution, or the law of the jurisdiction in which it resides, requires that the Investigator own Intellectual Property Rights developed by the Investigator, the Investigator agrees to be bound by all of the provisions of this Article 7. The Parties acknowledge and agree that all Foreground IP Developed by Investigators who are employees of the Howard Hughes Medical Institute ("**HHMI**") is governed by the HHMI Intellectual Property Policy ("**HHMI Policy**") in effect from time to time and all provisions of this Article 7 are to be interpreted with respect to the HHMI Investigators subject to the HHMI Policy, whether or not the policy is expressly identified in any such provision.

7.2 Research Data Sharing. It is a fundamental objective of FLQ in establishing the Network to advance scientific and clinical knowledge through the efforts of the Network Participants in conducting the Research. All Network Participants acknowledge this objective and agree that all Investigator Research Data will be made reasonably available, on a reasonably timely basis, to all Investigators, consistent with requirements to protect PHI, and subject to reasonable practices to avoid adversely affecting patentability of potentially patentable Foreground IP and subject to the applicable obligations of confidentiality under Article 8.

7.3 Background Intellectual Property.

7.3.1 Disclosure. Each Network Participant represents that Appendix 2 of their Joinder Agreement accurately sets forth all of its Background Intellectual Property, including all patents and patent applications for which the Investigator(s) is/are a named inventor and that relate to the subject matter of the Research. Each Network Participant hereby consents to FLQ disclosing Appendix 2 to all other Network Participants, subject to obligations of confidentiality under Article 8.

7.3.2 Investigators' Freedom to Perform Research. Nothing in this Agreement will modify the ownership of any Background Intellectual Property of any Network Participant. Each Network Participant grants to each Investigator Institution, only for so long as such

Institution's Investigator is a member of the Network, a royalty-free, worldwide, non-transferable, non-sublicensable, non-exclusive license to use and practice its Background Intellectual Property solely for the purpose of such Investigator performing his or her Investigator Research. For the purpose of clarity, no commercial license to any Background Intellectual Property is implied or granted by this Agreement.

7.4 Foreground IP.

7.4.1 Ownership of Foreground IP will follow inventorship or authorship (as the case may be) as determined in accordance with the law of the jurisdiction in which the Foreground IP is Developed. All Foreground IP is subject to the rights and obligations set forth in this Article 7. Subject only to the restrictions on and rights granted to the Parties under this Agreement, each Party shall have the right to license, transfer and/or sell its respective rights in any Joint IP without the consent of, or accounting to, the other owners of such Joint IP.

7.4.2 Disclosure of Foreground IP. With respect to each Network Participant, during and after the Network Participant's Investigator Term, either the Investigator or the Investigator Institution, as applicable pursuant to the Investigator Institution's internal policies, will report all of Network Participant's Foreground IP to FLQ and the Coordinators, consistent with the terms and conditions of Section 7.9.

7.5 Research Licenses.

7.5.1 Non Exclusive Research License. Each Network Participant grants to the other Network Participants, a royalty-free, worldwide, non-transferable, non-sublicensable, non-exclusive license to use and practice its Foreground IP solely to the extent such license is necessary for a Network Participant to perform the Research pursuant to this Agreement and only for the duration of the Investigator Term. For the purpose of clarity, no commercial license to any Foreground IP is implied or granted by this Agreement.

7.5.2 FLQ Conditional Rights in Foreground IP. To the extent not otherwise restricted by Investigator Institution's agreements, internal policy, or by law, consistent with requirements to protect PHI, and subject to reasonable practices to avoid adversely affecting patentability of potentially patentable Foreground IP, if requested by FLQ, an owner of Foreground IP will grant to one or more FLQ designated members of any other FLQ Transatlantic Network of Excellence research network a royalty-free, worldwide, non-transferable, non-exclusive license to use, practice, and import owner's Foreground IP solely for performance of the applicable investigator's investigator research for such research network and only for so long as such investigator is a member of such research network. For the purpose of clarity, no commercial license to any Foreground IP is implied or granted by this Agreement.

7.6 Patents and Patent Applications.

7.6.1 Solely Owned Foreground IP. Subject to the rights and licenses in this Article

7, each Party will own and be responsible for filing and prosecuting patent applications relating to its solely Developed Foreground IP and shall bear the costs associated with the filings and prosecution. All patent applications and issued patents on Foreground IP and Joint IP will be disclosed to FLQ and the Coordinators consistent with Section 7.9.

7.6.2 Joint IP. With respect to any Joint IP, the inventing Parties will mutually agree on a strategy with respect to filing and cost allocation for a patent application covering the specific Joint IP, it being understood that the Parties will strive to reach such agreement as quickly as possible so as not to cause any time delay in filing of such patent application(s). Any such patent applications will be filed in the names of the appropriate inventing Parties and the inventing Investigator Institutions (or Investigator or other inventor, if individually owned). A Party filing a patent application covering Joint IP will provide to the relevant co-inventing Party/ies copies of all substantive correspondence and proposed responses and all office actions concerning the prosecution of such patent applications in a timely manner with sufficient time for the relevant co-inventing Party/ies to review and comment.

7.6.3 Abandoning Foreground IP. In the event that the Network Participant controlling patent filing and prosecution of any Foreground IP decides to abandon the patent or patent application and not pursue commercialization of the invention, to the extent legally able, the Network Participant shall promptly notify FLQ, and sufficiently in advance, to enable FLQ to review and assess the Foreground IP and, if desired, to have the Network Participant assign to FLQ, or its designee, either ownership of the IP, or all rights and licenses necessary for FLQ, or its designee, to control filing, prosecution and commercialization of the Foreground IP, unless such action is prohibited by applicable law, regulation, or terms of another applicable grant.

7.7 Commercialization.

7.7.1 FLQ Policy. Each Network Participant asserts and agrees with respect to Foreground IP, as follows:

7.7.1.1 The Network Participant agrees with and will take only those actions that are consistent with the scientific goals and principles of combating cardiovascular and neurovascular disease, which include (a) publication of Research results; and (b) an obligation to diligently exploit the Foreground IP for the benefit of the public, through licensing or other means, including release into the public domain.

7.7.1.2 The Network Participant agrees not to assign its rights in any Foreground IP to any party that is not a Network Participant, without FLQ's prior written consent, except for assignment to an invention management organization provided that the assignee organization agrees in writing to be bound by the applicable terms of this Agreement.

7.7.2 Limited Institution Resources. If a Network Participant has no or limited resources to manage or commercialize Intellectual Property Rights, then the Network Participant may, at its option and with FLQ's consent, assign to FLQ either ownership of the

Foreground IP, or all rights and licenses necessary for FLQ to control filing, prosecution and commercialization of the Foreground IP, unless such action is prohibited by applicable law, regulation, or terms of another applicable grant. If such assignment is made, the assigning Party and FLQ will reasonably cooperate in creating a reasonable commercialization plan for the applicable Intellectual Property Rights.

7.7.3 Exploitation Plan. At any time but no more frequently than once per calendar quarter, FLQ may request, and Network Participant will supply, a report and description of the actions taken to commercialize the Network Participant's Foreground IP. If the Foreground IP is not then being commercialized or the subject of a negotiation to be commercialized, the Network Participant will discuss with FLQ, or its designee, appropriate steps for the dissemination of the Foreground IP for the public benefit, which may include (a) assignment of the Foreground IP to FLQ, unless prohibited by applicable law, regulation, or terms of another applicable grant; (b) granting of non-exclusive licenses on a royalty-free basis or on other terms that are reasonable in the circumstances; or (c) other reasonable disposition of such rights in and to the Foreground IP.

7.8 FLQ Revenue Share. If any Network Participant monetizes the Foreground IP in any manner, the Network Participant will share with FLQ or its designee, to the extent allowed by law and, only to the extent applicable, consistent with tax exempt bond covenants made by the Network Participant, a portion of the revenue it receives with respect to the Foreground IP on the following terms and conditions:

7.8.1 Designated Research. FLQ will donate the first \$100,000 of its revenue share under this Section 7.8 to be used by the Network Participant in the laboratory or on research designated by FLQ.

7.8.2 Negotiated Amount. Reasonably promptly after FLQ receives disclosure of the Foreground IP in accordance with Section 7.9, FLQ and the Network Participant responsible for licensing the Foreground IP will negotiate in good faith and mutually agree in writing as to the percentage of revenue to be paid to FLQ, or its designee, as a result of licensing the Foreground IP. The Parties acknowledge that this negotiation may occur prior to any license agreement being entered into with respect to such Foreground IP. If FLQ and the Network Participant fail to reach written agreement within the later of one (1) year of FLQ's receipt of the disclosure or six (6) months after a license agreement has been entered into, or if FLQ did not receive timely disclosure of the Foreground IP pursuant to Section 7.9, FLQ will receive 25% of the net revenue received by Network Participant in connection with monetization of the applicable Foreground IP.

7.9 Disclosure. Both during and up to three (3) years after the Investigator Term applicable to each Network Participant, each Network Participant will report to both FLQ and the Coordinators the following:

7.9.1 Foreground IP. All Foreground IP, including Joint IP and Investigator Research Data supported in whole or in part by the Grant Funds ("**IP Disclosure**").

7.9.2 Patents. With respect to all Foreground IP, all patent applications, including provisional, utility (including as converted from provisional applications), design, and any individual country applications during the National Phase of PCT prosecution, any patent issuance, and all material correspondence with patent counsel and patent administrative agencies with respect to all such applications (“**Patent Disclosure**”).

7.9.3 Licenses. All licenses and any other agreement by which the Foreground IP is monetized or any decision to release the Foreground IP into the public domain, and any termination of any license, and any disputes with licensees (“**License Disclosure**”).

7.9.4 Timing. Network Participants acknowledge and agree that each is obligated to provide the IP Disclosure and Patent Disclosure under this Section 7.9 with respect to all Foreground IP, and that neither is relieved of its obligation whether or not the other party makes the disclosure to FLQ. All IP Disclosures must be made: (i) with respect to the Institution, within thirty (30) days of the Foreground IP being disclosed to the Institution’s technology transfer office or individual responsible for receiving intellectual property disclosures; and (ii) with respect to the Investigator, **within thirty (30) days of becoming aware** of the Foreground IP. All Patent Disclosures must be made by the party filing and prosecuting the patent applications for the Foreground IP and each Patent Disclosure will be made to FLQ within thirty (30) days after each patent related event described in Section 7.9.2,. All License Disclosures must be made by the party/ies responsible for licensing, monetizing or disclosing the Foreground IP and each License Disclosure will be made to FLQ within **thirty (30) days after the end of each calendar year**, or at least **thirty (30) days prior** to release of the Foreground IP into the public domain.

7.9.5 Failure to Disclose. FLQ may terminate this Agreement pursuant to Section 13.1 with respect to any Network Participant who fails to comply with any of its assertions or obligations under this Article 7. Upon FLQ’s request, Network Participants agree to provide FLQ with a copy of any disclosure, background or other information requested by FLQ with respect to any subject matter in any of the Disclosures described above. All Disclosures are the Proprietary Information of the disclosing party, governed by Article 8.

Article 8. CONFIDENTIALITY; PUBLICATION

8.1 Definition. Proprietary Information means all confidential or proprietary information or materials designated as such prior to or at the time any such materials or information are disclosed by a disclosing party (the “**Disclosing Party**”) in writing, and marked with an appropriate proprietary stamp or legend or by memorandum within 30 days of disclosure of orally disclosed information to a receiving Party (the “**Recipient**”). Whether or not marked or memorialized in a memorandum, all Investigator Research Data will be Proprietary Information of the disclosing Investigator or the Investigator Institution, in accordance with such Investigator’s Institution’s internal policies, subject to the exclusions in Section 8.2.

8.2 Nondisclosure. Throughout the Agreement Term and for a period of three (3) years

after the Agreement Termination Date, each Recipient will use reasonable efforts to not publish, disseminate or otherwise disclose, deliver or make available to any third party (other than a Related Entity or such Party's employees and consultants who are under an obligation of confidentiality to such Party that is no less restrictive than those contained in this Agreement) any of the Disclosing Party's Proprietary Information without the prior written consent of the Disclosing Party. All Proprietary Information will be used only for the purposes of this Agreement. Excluding with respect to PHI, the nondisclosure obligation will not apply to information which a Recipient can demonstrate: (i) was at the time of disclosure in the public domain; (ii) has come into the public domain after disclosure through no fault of the Recipient; (iii) was known to the Recipient without obligation of confidence prior receiving the disclosure from the Disclosing Party; (iv) was lawfully disclosed to the Recipient by a third party who was not under an obligation of confidence with respect thereto; (v) was independently developed by the Recipient without use of any Proprietary Information. In addition, any Recipient shall have the right to disclose Proprietary Information (excluding PHI) to the extent necessary to comply with applicable laws, government regulations, or court orders, provided that Recipient provides prior written notice of the obligation to the Disclosing Party to allow the Disclosing Party to take lawful actions to avoid and/or minimize the extent of such disclosure. Notwithstanding anything to the contrary in this Article 8, PHI may be disclosed by the Recipient only with the express written permission of the Disclosing Party and all nondisclosure obligations with respect to PHI survive in perpetuity.

8.3 Publication. Notwithstanding the Parties' nondisclosure obligations under Section 8.2, a Party will have the right to publish and publicly disclose the results of its Research, including Investigator Research Data ("**Publishing Party**"). In order to balance this right with the other Parties' (the "**Non-Disclosing Parties**") proprietary interest(s), the Publishing Party will submit to the Non-Disclosing Parties for their review, a draft of all proposed abstracts, manuscripts, and presentations ("**Publication**") that disclose or rely on any Investigator Research Data, at least thirty (30) days prior to the scheduled submission or disclosure (including, without limitation, to any journal for review). Each Non-Disclosing Party will complete its review within thirty (30) days of receipt of the submitted abstract or manuscript. The Publishing Party agrees to delete from the proposed Publication references to a Non-Disclosing Party's/ies' Proprietary Information reasonably requested by the applicable Non-Disclosing Party, provided, that, the Non-Disclosing Party will not and does not require the Publishing Party to delete from such Publication any Investigator Research Data which is necessary or useful to support the Publication. If, during the thirty (30) day review period, any Non-Disclosing Party/ies notifies the Publishing Party that it desires to have patent applications filed on any Foreground IP disclosed in the Publication, the Publishing Party will defer publication or disclosure for up to thirty (30) additional days to enable the appropriate Non-Disclosing Party/ies to prepare and file a patent application in accordance with Section 7.6.

8.4 Open Publication Compliance. Investigators are required to submit or have submitted for them to the National Institutes of Health's PubMed Central database an electronic version of the author's final manuscript including all modifications from the publishing and peer review process (the "postprint") upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. All scientific

progress reports must include the PMC ID number (PMCNnnnn) to publications in PubMed Central that were supported in whole or in part by FLQ.

8.5 Attribution. Each Network Participant agrees to provide FLQ with attribution in all Publications, with the following statement or such other reasonable attribution as required by FLQ from time to time: “Supported by a grant from the Fondation Leducq.”

Article 9. RECORDS AND AUDIT

9.1 Records. Financial records, laboratory notebooks, and notes relating to the Research, along with supporting documents and other records pertinent to this Agreement will be retained by each Network Participant for a period of four (4) years from the date of submission of the Final Progress Report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement will be retained until such audits, appeals, litigation or claims have been definitively resolved, dismissed or abandoned without any further right to appeal or challenge such resolution.

9.2 Audit. At any time during the Agreement Term and thereafter until four (4) years after the date of submission of the Final Progress Report, and subject to reasonable prior notice, FLQ personnel shall have access, upon request, to any Network Participant’s premises and/or laboratory to observe work related to the Research, to review books of accounts and all records and notes relating to the Research, and copies of all Reports, and all supporting documentation relating thereto, for purposes of determining compliance with the terms and conditions of this Agreement.

Article 10. COMPLIANCE

10.1 Clinical Research. To the extent that any Network Participant desires to perform any human clinical testing and experimentation in performance or furtherance of the Research, the Network Participant must first acquire FLQ’s express written consent, not to be unreasonably withheld, provided that, the Network Participant (i) certifies that it will comply with all applicable legal requirements and good clinical practice applicable to Network Participant and to clinical research in the jurisdiction in which the clinical research is performed; (ii) provides evidence of satisfactory levels of insurance or self-insurance applicable to the clinical activity, and (iii) unless otherwise prohibited by law, FLQ has been expressly named as an additional insured under such insurance policies.

10.2 Conflict of Interest. Each Network Participant certifies that it has, is governed by, and is in compliance with, a conflict of interest policy that is fully compliant with all laws, statutes and regulations governing research performed in such Network Participant’s jurisdiction (“**COI Policy**”). If any Network Participant is not governed by and in compliance with its own COI Policy, the Network Participant will immediately notify FLQ in writing and will comply with, and remain in compliance with, the COI Policy that FLQ provides to the Network Participant in such event.

10.3 Patient Privacy. In performing the Research, each Network Participant may receive

from other Network Participants certain PHI. Each Network Participant agrees to protect PHI and any other individually identifiable information in accordance with the laws, statutes and regulations governing protection of all such information in the jurisdictions from which the information originated and in which the information is received. To the extent a Network Participant receives any PHI, the Network Participant is required to and will comply with all laws, statutes and regulations applicable to the jurisdiction from which the PHI originated and in which the PHI is received.

10.4 General Compliance with Research Related Laws. Each Network Participant will fully comply with the laws, statutes and regulations governing performance of research and dissemination of research results in the jurisdiction in which the Network Participant is located and in which the research is performed. In addition, each Network Participant will comply, and represents and warrants that it is in compliance with, all laws, statutes, regulations and guidelines required by any governmental agency and foundation from whom the Network Participant has received (or may receive) any research funding before and during the Agreement Term, including, without limitation, that neither the Network Participant nor any person employed by such Network Participant has been debarred under Section 306(a) or Section 306(b) of the United States Federal Food, Drug and Cosmetic Act. Each Network Participant will immediately disclose to FLQ any violation of any law, statute, regulation and guideline adversely affecting Network Participant's qualification and/or eligibility to perform any research. Each Network Participant will provide FLQ with written certification of compliance with this section, or any law, statute, regulation or guideline, promptly upon FLQ's request.

10.5 General Compliance with Laws Governing International Transactions. Certain jurisdictions have adopted laws that require their citizens and residents to certify and ensure that their transactions with foreign entities and persons are in compliance with the laws of the home jurisdiction. For example, the United States requires that its residents acquire certain assurances from foreign parties. To the extent that any Network Participant resides in the United States, each Network Participant agrees to comply with the terms and conditions, as in effect and as may be amended during the Term, of (i) the U.S. Foreign Corrupt Practices Act, (ii) U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government, and (iii) United States export control laws and regulations.

10.6 Use of Animals in Research. All parties agree to follow the applicable national and local laws and guidelines governing care and use of animals for medical research.

Article 11. USE OF NAME

11.1 Restrictions. Except as expressly provided in this Article 11, the Parties agree not to use the name, logos, abbreviations, or trademarks of any other Party, or the name of any of their respective staff, in any advertising, marketing or promotional materials of any kind, without the prior written permission of a duly authorized officer of the Party whose name is planned to be so used, except that Investigator and Investigator Institution may acknowledge FLQ's support in any academic publication. Additionally, notwithstanding anything herein to

the contrary, Investigator Institution shall have the right to post FLQ's name, the Research name, and the period of the Agreement Term, on Investigator Institution's publically accessible lists of research conducted at Investigator Institution and as may be required in submissions to funding agencies.

11.2 Permitted Use. Each Network Participant agrees and consents to FLQ, or its designee, using the logo and name of the Network Participant on FLQ's, or its designee's, website for the purpose of listing the participants in the Network and not as endorsement of any FLQ, or designee, activity. FLQ agrees and consents to each Network Participant using the logo and name of FLQ on the Network Participant's website for the purpose of describing the FLQ Network, indicating the Network Participant's participation in the Network, and not as endorsement of any Network Participant's activity.

Article 12. LIABILITIES; INDEMNIFICATION

12.1 Debts; Labor. Each Network Participant will pay all of its own debts for labor and materials contracted by it and for the rental of appliances and equipment hired by it for, and on account of, the Research, unless Funds are allocated in the Budget for such purpose. Each Network Participant will conform to all requirements of law and all other public authorities, federal, state or local, relating to the methods or materials to be used or to the persons to be employed in performing the Research.

12.2 Final Invoice. Each Network Participant agrees that such Party's acceptance of the final invoice payment from FLQ hereby releases and forever discharges FLQ of and from any and all claims, demands, costs, and liabilities whatsoever of every name and nature both at law and in equity.

12.3 Indemnification. Unless prohibited by the law of the jurisdiction in which the Investigator Institution resides and only to the extent of such prohibition, each Investigator Institution, severally and not jointly, hereby agrees to indemnify, defend and hold harmless (the "**Indemnifying Party**") each of the Parties, and each of the Indemnified Parties' respective affiliates, trustees, directors, officers, consultants, medical and professional staff, employees and agents, and their respective successors, heirs and assigns (collectively, the "**Indemnified Party/Parties**") against any and all actions, suits, claims, demands, prosecutions, liabilities, costs, and expenses (including reasonable attorneys' fees) ("**Claims**") based on, relating to or arising out of the Indemnifying Party's, or its Investigators', performance of or misconduct relating to this Agreement; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are not caused by the willful misconduct or negligence of the Indemnified Party.

If, at the Agreement Effective Date or at any time during the Agreement Term, Investigator Institution is aware or becomes aware that, as a result of law or for any other reason, Investigator Institution will not provide the indemnification in the paragraph above with respect to its Investigators' performance of or misconduct relating to this Agreement, such Investigator Institution will notify FLQ in writing and cooperate with FLQ in purchasing insurance, at Investigator Institution's cost and expense, to enable Investigator Institution to incur the indemnification obligations under this Agreement with respect to its

Investigators.

12.4 Indemnification Procedures. The Indemnified Party will provide the Indemnifying Party prompt notice in writing of any claim, action, or suit for which the Indemnified Party seeks indemnification, and to cooperate fully with the Indemnifying Party in the investigation and defense thereof. Notwithstanding the foregoing, failure to provide such notice shall not relieve the Indemnifying Party of its obligations. Upon written acknowledgement of its assumption of full responsibility for the results of the action or claim, which notice will be made within ten (10) days of receipt of the Indemnified Party's notice, the Indemnifying Party will have the right to assume and control the defense and settlement of such action or claim, in such case the Indemnified Party may employ its own counsel if it wishes to do so, at its own expense. If the Indemnifying Party declines to defend the action or fails to timely respond, the Indemnified Party has the right to engage its own counsel and control such action at Indemnifying Party's expense. The Indemnifying Party shall not settle or compromise any claim or suit without prior written consent of the Indemnified Party. The Parties' obligations under this section shall survive termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

12.5 Insurance. Each Investigator Institution shall, at its sole cost and expense, procure and maintain liability and property insurance, or shall self-insure if approved by FLQ, such approval not to be unreasonably withheld, in sufficient amounts to cover all actionable legal claims arising during the Agreement Term and during the ten (10) years thereafter, for all liability or loss related to or arising out of the applicable Investigator Research at such Investigator Institution and to cover all such Investigator Institution's indemnification obligations under this Agreement. Such commercial general liability insurance, or self-insurance, shall provide contractual liability coverage for the Investigator Institution's indemnification obligations under this Agreement. The minimum amount of insurance coverage required shall not be construed to create a limit of any Investigator Institution's liability with respect to its indemnification obligations under this Agreement.

Article 13. TERMINATION

13.1 FLQ Right to Terminate. FLQ will have the right to terminate any Investigator or Investigator Institution, or this Agreement in its entirety, immediately upon written notice to the Investigator and Investigator Institution. FLQ will use reasonable efforts to promptly notify all Network Participants of such termination. Subject to Section 13.2, FLQ has the right to terminate this Agreement in its entirety or with respect to any Investigator or Investigator Institution, as follows.

13.1.1 For Removal of Coordinator. FLQ may terminate with respect to removal of a Coordinator pursuant to FLQ's rights under Section 3.4.

13.1.2 For Unsatisfactory Performance; Breach. FLQ may terminate if FLQ is not satisfied, in its absolute discretion, with the Progress Reports, Financial Reports, and/or the Reviews, or if Network Participant breaches any of its assertions, certifications or

obligations under this Agreement.

13.1.3 Failure of Research Feasibility. FLQ may terminate this Agreement in its entirety if any termination of any Network Participant makes completion of the Research no longer feasible and a qualified substitute Network Participant cannot promptly be engaged, as determined by FLQ in its sole discretion.

13.1.4 Termination by Investigator Institution. Each Investigator Institution, on behalf of its Investigator, may terminate its Investigator Term upon thirty (30) days prior written notice to FLQ and the Coordinators, which will result in FLQ having the right to terminate this Agreement upon thirty (30) days prior written notice to such Investigator's Institution. Each Investigator Institution may terminate this Agreement upon ninety (90) days prior written notice to FLQ and the Coordinators with or without cause.

13.2 Effect of Termination or Transfer.

13.2.1 Voluntary or Non-voluntary Termination of Network Participant or of the Agreement. Each terminated Network Participant must submit a final report and invoice to FLQ and the Coordinators within ninety (90) days of the effective date of termination. FLQ will reimburse the Network Participant only for approved actually incurred budgeted expenses related to the Research, but will not pay for any long term or uncancellable commitments entered into ninety (90) days or less before the date of the written notice of withdrawal. In addition, if FLQ has removed Investigator or Investigator Institution from the Network for any reason, the Investigator Institution must reimburse FLQ for any Significant Equipment in its possession and for any Funds spent by the Investigator and Investigator Institution on long term uncancellable commitments. Upon receipt of written notice of early termination by FLQ, Investigator's Institution and Investigator shall promptly limit or terminate any outstanding commitments and cease conducting the Investigator Research. Investigator Institution will be reimbursed for all costs incurred and all uncancellable commitments made in connection with the Research prior to the date of written notice by FLQ reduced by all prior payments made by FLQ. Upon termination by Investigator Institution, Investigator Institution shall return to FLQ all uncommitted and unexpended funds. Under no circumstances is FLQ responsible for any payments in excess of the Investigator Budget for the Funding Period during which the notice of termination was delivered.

13.2.2 Transfer. If any Investigator transfers to another Institution, then, if requested by the removed Investigator Institution, FLQ will consider reasonable wind-down provisions with respect to the Investigator Research, provided that any such wind down is consistent with the provisions of this Section 13.2.

13.2.3 Survival. All obligations of the Network Participant to deliver Investigator Research Data, or other research results or materials, to the Parties will survive expiration/termination of the Network Participant's Investigator Term. The following Articles, Sections and Exhibits will survive expiration or termination of each Investigator Term and the Agreement Term: Articles 1, 7, 8, 9, 11, 12, 14, and 15; Sections 3.3 (with

respect to reports), 5.6.2, 13.2, and 10.3; and Exhibits 5 (with respect to reports), 6 and 7 (with respect to final invoices and financial reports).

Article 14. DISPUTE RESOLUTION

14.1 Mandatory Procedures. The Parties agree that any dispute arising out of or relating to this Agreement shall be resolved solely by means of the procedures set forth in this Article 14, and that such procedures are a binding and essential provision of this Agreement. If any Party fails to observe the procedures of this Article, as may be modified by written agreement of the Parties in dispute, an affected Party may bring an action for specific performance of these procedures in any court of competent jurisdiction.

14.2 Disputes Between or Among Network Participants, without FLQ. If any dispute arises by or among Network Participants in connection with or arising out of this Agreement, the affected Network Participants will first try to resolve the dispute in the ordinary course of business. If not timely resolved, the affected Network Participants will then refer the dispute to their respective senior executives with authority to resolve the dispute. If the dispute remains unresolved thirty (30) days after being brought to the senior executives, the dispute will be brought to the attention of FLQ and details and materials requested by FLQ will be provided by the disputing Parties. FLQ will have the right, but not the obligation, to resolve with finality the dispute among the disputing Network Participants. If FLQ declines to resolve the dispute, or if the Network Participants reject FLQ's resolution, the disputing Network Participants may pursue any remedies available at law or in equity but in no event will FLQ have any liability or obligation with respect to the dispute and to the Network Participants.

14.3 Disputes between FLQ and one or more Network Participants. If any dispute arises between FLQ and one or more Network Participants in connection with or arising out of this Agreement, the affected Parties will first try to resolve the dispute in the ordinary course of business. If not resolved within fifteen (15) days or earlier, at any of the affected Parties' option, the dispute will be referred to the Parties' respective senior executives with authority to resolve the dispute. If the dispute is not resolved within thirty (30) days of escalation to the senior executives, then, prior to taking any other action, any of the Parties may initiate mediation upon written notice to the other affected Parties ("**Notice Date**"), whereupon the Parties shall be obligated to engage in a non-binding mediation proceeding. The mediation shall commence within thirty (30) days of the Notice Date. The mediation shall be conducted by a single mediator mutually selected by the Parties to the dispute. If the Parties do not agree on a mediator within twenty (20) days of the Notice Date, the dispute will be mediated in accordance with the International Chamber of Commerce (ICC) Mediation Rules and the mediator will be appointed by the ICC. The mediator shall attempt to facilitate a negotiated settlement of the dispute, but shall have no authority to impose any settlement terms on the Parties. The expenses of the mediation shall be borne equally by the Parties to the dispute, but each Party shall be responsible for its own counsel fees and expenses. If the dispute is not resolved by mediation within forty-five (45) days after commencement of such mediation or within such other period as the Parties may agree in writing, such dispute will thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with

the said Rules of Arbitration. The arbitration decision will be final and binding. If a Party to a dispute under this section is prohibited by law from participating in an arbitration proceeding or from being bound by an arbitration decision, (the “**Exempt Party**”) that Exempt Party shall follow the procedures of this section but, instead of arbitration, will be entitled to pursue final resolution of the dispute through any legal or equitable remedies available to it in accordance with applicable laws. Any Party to the dispute with the Exempt Party may, instead of arbitration, pursue any remedy at law or in equity against the Exempt Party.

14.4 Equitable Remedies. Although the procedures specified in this Article are the sole and exclusive procedures for the resolution of disputes arising out of or relating to this Agreement, any Party may seek a preliminary injunction or other provisional equitable relief if, in its reasonable judgment, such action is necessary to avoid irreparable harm to itself or to preserve its rights under this Agreement.

14.5 Performance to Continue. Each Party shall continue to perform its undisputed obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement; provided, however, that a Party may suspend performance of its undisputed obligations during any period in which the other Party to the dispute fails or refuses to perform its undisputed obligations.

14.6 Statute of Limitations. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches) shall be tolled while the procedures set forth in this Article are pending. The Parties shall cooperate in taking any actions necessary to achieve this result.

Article 15. GENERAL

15.1 Notice. All communications and notices from one Party to another shall be in writing to the address, facsimile number, or email below that Party’s signature block in this Agreement or the Joinder Agreement, or at such other address, facsimile number or email as a Party may specify in writing to all other Parties. All notices shall become effective when deposited with reputable overnight courier, or when delivered personally, or, if promptly confirmed by mail as provided above, when dispatched by facsimile or email.

15.2 Assignment. The Network Participants have no right to assign or transfer this Agreement, in whole or in part, without the prior written consent of FLQ. FLQ, without the consent of any Party to this Agreement, may assign or delegate this Agreement and any of its rights or obligations under this Agreement, in whole or in part, to a Related Entity, or may designate a Related Entity to receive rights or perform obligations on behalf of FLQ. A “**Related Entity**” is any affiliated foundation, including, without limitation, the Leducq Fondation For Cardiovascular Research, trust, tax exempt organization, or any other affiliated organization that supports, or has a non-profit purpose to support, medical research, including, without limitation, to combat neurovascular and cardiovascular disease.

15.3 Entire Agreement. This Agreement and each executed Joinder Agreement constitute

the entire and only agreement between and among the Parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded by this Agreement.

15.4 Modification. Except as set forth in Article 3 and in this Section 15.4, no modification to this Agreement will be effective unless agreed to in writing by duly authorized representatives of all of the Parties. Any modifications to this Agreement that affect only the Investigator Institution requesting the modification in order to comply with specific local policies or laws will be effected by separate side letter between FLQ and such Investigator Institution.

15.5 Governing Language. The governing language for this Agreement, all Joinder Agreements, and all disputes hereunder is English. All notices permitted or required by this Agreement shall be writing and in the English language.

15.6 Independent Contractors. The Parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership or joint venture relationship among the Parties. No Party shall have authority to enter into agreements of any kind on behalf of any other Party or the power or authority to bind or obligate any other Party in any manner to any third Party.

15.7 Waiver. No failure or delay on the part of any Party to exercise any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party.

15.8 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without the provision; provided that such provision does not, in FLQ's discretion, materially impair the ability of the Network to perform the Research.

15.9 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

15.10 Counterparts. This Agreement may be executed in several counterparts, each of which constitute an original and all of which, when taken together, constitute one agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission constitutes effective execution and delivery of this Agreement and signatures transmitted by facsimile, or other electronic transmission in "pdf" format, are deemed to be their original signatures for all purposes.

Signature on Next Page

IN WITNESS WHEREOF, the Parties hereto agree to participate in this Research Agreement **n° 16 CVD 0** in accordance with the terms and conditions contained herein (including all Exhibits), and have caused this Agreement to be executed by their duly authorized representatives to be effective on the Agreement Effective Date.

The Agreement Effective Date is _____.

FONDATION LEDUCQ:

By: _____
Name: David Tancredi, Executive Director, Fondation Leducq

Date: _____

- Exhibit 1 Joinder Agreement (with appendices)
- Exhibit 2 Proposal
- Exhibit 3 Budget
- Exhibit 4 Allocation of Funds Among Investigators and Currency Conversion
- Exhibit 5 Progress Reports and Reviews
- Exhibit 6 Invoice Instructions
- Exhibit 7 Financial Report Template

Joinder Agreement Appendices:

- Appendix 1: Contacts
- Appendix 2: Patents and Patent Applications
- Appendix 3: Foreign Organization Equivalency Affidavit

EXHIBIT 1 JOINDER AGREEMENT

Date: _____ (“Joinder Date”)

This Joinder Agreement is made part of and incorporated by reference into the Fondation Leducq research agreement (the “**Agreement**” or “**Research Agreement**”) made by and among the FONDATION LEDUCQ having its registered office at 1, rue Laurent Pichat – 75116 Paris, France, represented by its Executive Director, Dr. David Tancredi, hereafter referred to as “**FLQ**”, the undersigned (“**Investigator Institution**” and “**Investigator**”), and the Network Participants that have signed the Agreement through a Joinder Agreement.

By executing this Joinder Agreement to the Agreement, the undersigned agrees to participate in the Network on the terms and conditions contained in the Agreement and as set forth in this Joinder Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Agreement.

1. The undersigned acknowledges that it has received and reviewed a copy of the Agreement.
2. By executing and delivering this Joinder Agreement, Investigator Institution agrees to all of the terms and conditions of the Agreement and agrees to be bound by all of the obligations, conditions and restrictions of the Agreement.
3. The contact information in Appendix 1, attached hereto, is accurate and complete with respect to the Agreement.
4. The information regarding patents and patent applications, as required by Section 7.3.1 of the Agreement, is accurate and complete as of the Joinder Date.
5. If Investigator Institution is not a United States public charity or does not have an IRS determination letter that states it is the foreign equivalent of a U.S. public charity, Investigator Institution agrees to complete, on the Joinder Date, and annually during the Term, the Foreign Organization Equivalency Affidavit attached hereto as Appendix 3. If the Investigator Institution is a foreign equivalent of a U.S. public charity, Investigator Institution agrees to provide its IRS determination letter on or prior to the Joinder Date.
6. Except for the joinder of the undersigned expressed herein, the Agreement shall remain unmodified by this Joinder Agreement. This Joinder Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all present or prior agreements, whether written or oral.

Signatures on Next Page

IN WITNESS WHEREOF, the Parties hereto agree to participate in the Research Agreement **n°16 CVD 0** in accordance with the terms and conditions contained therein (including all Exhibits) and herein (including all Appendices), and have caused this Joinder Agreement to be executed by their duly authorized representatives to be effective on the Joinder Date.

FONDATION LEDUCQ

(Investigator Institution)

By: _____
Name: David Tancredi, Executive Director

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Agreement Read, Agreed and Acknowledged:

Specifically Investigator expressly agrees to be bound by all terms, conditions, and obligations under the following Articles: 7 (Intellectual Property Ownership and Results), 8 (Confidentiality and Publication), 10 (Compliance), and 14 (Dispute Resolution).

By Investigator: _____
(Print Name)

Signature: _____

Date: _____

Joinder Agreement Appendices:

Appendix 1: Contacts

Appendix 2: Patents and Patent Applications

Appendix 3: Foreign Organization Equivalency Affidavit

APPENDIX 1 TO JOINDER AGREEMENT

CONTACT INFORMATION

1. Investigator Institution: *Full Name, Address and Contact Information*

Phone: _____
Fax: _____
Email: _____

2. Investigator: *Full Name, Address and Contact Information for Principal Investigator*

Phone: _____
Fax: _____
Email: _____

3. Administrative Contact: *Full Name, Title, Address and Contact Information for Administrative Contact*

Phone: _____
Fax: _____
Email: _____

4. Network Administrative Officer *(for managing invoicing and financial matters and only if different than Administrative Contact): Full Name, Title, Address and Contact Information for Administrative Contact*

Phone: _____
Fax: _____
Email: _____

5. Institutional Contact for Annual Resubmission of the Foreign Equivalency Affidavit:

Phone: _____
Fax: _____
Email: _____

APPENDIX 2 TO JOINDER AGREEMENT

PATENTS AND PATENT APPLICATIONS

APPENDIX 3 TO JOINDER AGREEMENT

FOREIGN ORGANIZATION EQUIVALENCY AFFIDAVIT

(THIS AFFIDAVIT DOES NOT APPLY TO U.S. PUBLIC CHARITIES OR THE FOREIGN EQUIVALENT OF A U.S. PUBLIC CHARITY)

The undersigned, to assist charitable organizations in the United States of America in determining whether [_____] (“**Grantee**”) is the equivalent of an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended hereby represents as follows:

1. I, am the _____ [title of principal officer or director] of Grantee

2. Grantee was created by [identify statute, charter, etc.] under the laws of _____, on _____, and is operated exclusively for one of the following purposes (please check as appropriate):

- charitable
- religious
- scientific
- literary
- educational

3. The Grantee’s programs and activities have included and will include the following [attach additional pages, if needed]:

4. Copies of Grantee’s organizational documents (charter, bylaws, etc.) pursuant to which Grantee is governed are attached.

5. The laws and customs applicable to Grantee do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Grantee’s charitable activities, or as payment of reasonable compensation for services rendered or as payment representing the fair market value of property which Grantee has purchased.

6. Grantee has no shareholders or members who have a proprietary interest in the income or assets of the organization.

7. In the event that Grantee were to be liquidated or dissolved, under the laws and customs applicable to it, or otherwise under its governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes, or to a government instrumentality exclusively for charitable purposes. A copy of the relevant statutory law or provisions in the governing instruments controlling the distribution of the organization's assets on liquidation is attached.

8. The laws and customs applicable to Grantee do not permit the organization, other than as an insubstantial part of its activities to engage in activities that are not for religious, charitable, scientific, literary or educational purposes; or to attempt to influence legislation, by propaganda or otherwise.

9. The laws and customs applicable to Grantee do not permit the organization directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

10. Grantee is not controlled by or operated in connection with any other organization, or

Grantee is controlled by or operated in connection with another organization or organizations [describe as follows]:

I declare that the foregoing and any supporting documents are true and correct to the best of my knowledge.

(Signature)

(Date)

EXHIBIT 2 PROPOSAL

EXHIBIT 3 GLOBAL BUDGETS BY NETWORK MEMBER

I. Total Grant Amount Under the Budget: \$6 million USD

Please list the amounts in USD per network institution

Investigator Institution	Year 1	Year 2	Year 3	Year 4	Year 5	Total in USD
						\$
					Total Grant Amount: \$6M	

II. Global Budgets in local Currency

Please list the budget per institution in the local currency using the exchange rates provided below

Investigator Institution	Year 1	Year 2	Year 3	Year 4	Year 5	Total in USD
	Local currency	Local currency	Local currency	Local currency	Local currency	
					Total Grant Amount: \$6M	

1.00 USD =

- | | | |
|----------|----------|----------|
| 0.91 € | 0.66 GBP | 1.30 AUD |
| 0.97 CHF | 8.3 SEK | 3.80 ILS |
| 1.30 CAD | 1.5 NZD | 7 DKK |

EXHIBIT 4 INSTITUTIONAL BUDGETS IN LOCAL CURRENCY

See instructions. Use Billing Chart Template provided in Exhibit 7 as a guide.

EXHIBIT 5 PROGRESS REPORTS AND REVIEWS

I. Progress Reports

Reporting Schedule. Each Progress Report relates to the applicable Review as required by Section 5.4 and described in this Exhibit.

- (a) the *Initial Progress Report*, at least thirty (30) days prior to the date of the Initial Review (“**Initial Review Date**”);
- (b) the *Mid-Term Progress Report*, at least thirty (30) days prior to the date of the Mid-Term Review meeting (“**Mid-Term Review Date**”);
- (c) the *Year 4 Progress Report* (an abbreviated report providing an update on publications and Investigator activities) within thirty (30) days after the 4th anniversary of the Agreement Effective Date; and
- (d) the *Final Report* within ninety (90) days after the Original Termination Date, *and*
- (e) if an Extended Term, an additional *Extended Term Summary Report* with respect to the Research performed during the Extended Term within thirty (30) days after the Termination Date.

Contents. The Lead Coordinator will provide a Progress Report with at least the following information: a few pages of narrative description of the work done in performance of the Research, the goals accomplished through the report date, and the progress made by the Network toward achieving the Research goals. Each Progress Report will list all funding provided by third parties, including government agencies and public or private foundations, that any Network Participant has applied or intends to apply to its performance of the Research, and will include all Foreground IP reported to Coordinators under Section 7.9. All progress Reports must include the PMC ID number (PMCnnnnn) to publications in PubMed Central that have been supported by Fondation Leducq.

Template. FLQ will provide the Coordinators with a template for each Progress Report in advance of the date of submission, except with respect to the Extended Term Summary Report. The Lead Coordinator is responsible for collecting all applicable information from each Network Participant to enable the Lead Coordinator to prepare and deliver each Progress Report.

Financial Reports. Each Progress Report will include a Financial Report that compares actual spending with budgeted spending following the template attached to this Agreement as Exhibit 7. Each Institution will submit to the Lead Coordinator a Progress Report with respect to its Investigator Research and a Financial Report with respect to its Investigator Budget; the Financial Report will be certified by an officer of the Institution or its certified public accountant. Each Progress Report will correspond to its applicable Funding Period and the Funds applicable to the Funding Period as set forth in Exhibit 4. Where budget reports require the inclusion of the budget or expenses of fractions of a year, amounts should be prorated based on the relevant Funding Period. The Lead Coordinator will compile all reports from all Institutions and deliver an aggregate Progress Report including a hard copy or a PDF file of all reports, publications, catalogues, or other materials

prepared by any Network Participant in connection with the Research, through the date of submission of the Progress Report.

II. Reviews

The first Network review (“**Initial Review**”) will be a scientific workshop held in conjunction with the regular spring meeting of the Scientific Advisory Committee (“**SAC**”) of FLQ, scheduled between fifteen (15) and eighteen (18) months after the expected Agreement Effective Date. The two Coordinators, and, if necessary, one or two additional Investigators, will be invited to present their progress and plans at this workshop attended by the SAC and the leaders of the other Networks. If the Initial Review, or notification thereof, occurs after the scheduled onset of Funding Period Two, Funding Period One will be deemed extended until the conclusion of and notification about such Initial Review, with all parties respecting and applying, on a pro-rated basis, the Budget and Research plans for Funding Period Two, as agreed to in this Agreement.

The objective of this Initial Review will be to describe progress made in the organization of the Network. This will include a description of the persons hired, communication tools, minutes and summaries of Network meetings, updated research plans including projected milestones, and any proposed rebudgeting. The oral presentations by the two Coordinators and any other Members shall be preceded by the Initial Progress Report, submitted to the SAC by the Coordinators ninety (30) days before the First Year Review.

The goal of these workshops will be to: 1) assure FLQ that the organization of the Network as outlined in the Proposal is proceeding successfully; 2) inform FLQ of any major modification in the research plan or personnel; 3) establish communication among the several networks to encourage discussion and knowledge transfer about network management.

The mid-term review (“**Mid-Term Review**”), if applicable, will be a site visit at a regularly scheduled Network meeting, conducted by one member of the SAC, one external scientific consultant, and representatives from the FLQ, and will be scheduled to take place at the conclusion of the Funding Period Two, at the midpoint of the five-year Grant. The FLQ and the Coordinators will endeavor to fix, well in advance, and at a mutually convenient time, a date for the site visit. If the Mid-Term Review is held sometime after the halfway mark of work performed under the five-year Grant, Funding Period Two shall be extended until the conclusion of the Mid-Term Review, with all Parties respecting and applying, on a pro-rated basis, the provisional budget and plans for the Funding Period Two, as agreed to in this Research Agreement. All Member Investigators agree to be present at the Mid-Term Review, if requested by the FLQ. The site visit will be a full day meeting and will consist of a complete review of the entire Project including scientific progress, Network organization, exchange of personnel, training, Network meetings, budgetary matters, and proposed plans for the remaining term of the Grant. The Mid-Term Progress Report shall be submitted to the SAC by the Coordinators thirty (30) days prior to the Mid-Term Review.

FLQ’s reviewers will report their findings to the full SAC prior to the next regularly scheduled SAC meeting. Any further renewal of this Agreement will be contingent on a satisfactory review of the Mid-Term Progress Report and site visit report by the SAC.

EXHIBIT 6 FONDATION LEDUCQ: INVOICING INSTRUCTIONS

(May 2016)

Timely and accurate financial reporting is essential for the proper oversight and management of the network program. Each network must identify, hiring under the grant if necessary, a Network Administrative Officer whose responsibility it will be to coordinate the network budgets, communicate with FLQ about budgetary matters, provide regular financial reporting to FLQ, and otherwise manage network finances. The Network Administrative Officer, will serve as the direct interface between the network and the foundation administrative staff.

Networks should observe the following guidelines regarding budgets, invoices, and financial reporting:

1. Original invoices, signed by each institutional financial officer and accompanied by the Yearly Billing Chart, should be sent through the office of the Lead Coordinator, whose duty is to collect the invoices, to undersign each of them indicating approval, and then to remit them to the FLQ office. Invoices forwarded by e-mail are accepted.
2. FLQ must receive invoices on a quarterly basis.
3. Invoices for a given quarter should be submitted before the end of the subsequent quarter. Invoices for the October-December quarter must be received before the end of February to allow FLQ to close its accounts for the calendar year, in accordance with standard French accounting law and practice.
4. All invoices must clearly identify the institute of origin. They must be distinctly numbered and dated, include the FLQ grant number and the currency of reference, and unambiguously identify FLQ as the recipient.
5. Quarterly invoices must reflect real expenses for the relevant time period, not budgeted expenses.
6. Expenses should be categorized by the lines of the billing chart.
7. The attached “billing chart template” (Exhibit 7, Financial Report Template) should be properly completed and joined to each set of quarterly invoices. One chart should be used for each fiscal/calendar year under the Agreement. The yearly budget is the original yearly budget corrected, whenever necessary, to take into account the under- or over- expenses of the previous years. (Previously non spent yearly budgets can be added to the on-going yearly budget - unless otherwise decided by the Fondation - during the five year period of the Research Agreement). Any significant change, i.e., one involving greater than 20% of network budget on a yearly basis, requires prior foundation approval. Investigators must be copied on the budgetary submissions to the foundation, in order that the foundation can be assured that they are aware of their expenses.

8. Upon receipt of properly executed invoices, FLQ will reimburse directly each institution whose expenses are indicated on the invoice. In order to limit the foundation's transaction expenses, FLQ may elect to defer the payment of quarterly invoices that total less than \$1,000, rolling them over into the next quarter.
9. FLQ makes payments by wire transfer. Invoices should provide detailed and up-to-date wiring instructions, including the account holder and number, and IBAN, SWIFT/BIC, transit codes or Fed Fund eligible ABA (not ACH payment ABA), as applicable. Please report any changes in bank information to FLQ on a timely basis.
10. Where items are subject to tax, the percentage tax rate must be indicated. As a not-for-profit charitable organization, recognized of public interest (RUP) by the government of France, FLQ is exempt from the value added tax (VAT). European member institutions should not pay VAT on FLQ network program expenses, nor should such tax be imputed to the FLQ grant as a whole.

EXHIBIT 7 FINANCIAL REPORT TEMPLATE

Billing Chart Template									
Grant number :		Institution :			Investigator :				
Leducq Network Name :									
Year and Quarter :									
	Category	Yearly budget	Carryover	Total available	Billing Q1	Billing Q2	Billing Q3	Billing Q4	TOTAL Year-to-date
SALARIES	Senior investigators salaries & fringes (list by name)								0,00
	Senior investigators sub-total								
	Junior investigators salaries & fringes (list by name)								
	Junior investigators subtotal								
	Other salaries (technician, nurses...) (list by name and position)								
	Other salaries sub-total								
EQUIPMENT	Equipment > \$ 10 000 (1)								0,00
	Computer equipment								0,00
	Other equipment								
RESEARCH EXPENSES	Supplies								0,00
	Animal-related costs								0,00
	Subcontracted services (genotyping...) (2)								0,00
NETWORK EXPENSES	Travel and accommodations								0,00
	Meeting expenses								0,00
	Communication								0,00
	Network Administrative Officer Salary								0,00
OTHER EXPENSES	Other Expenses								0,00
	Sub-total	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	Indirect Cost (limited to 10%)								0,00
	TOTAL	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Verified by : _____ (name and title)		Grantee Coordinator's approval : _____							
Signature : _____		_____							
(1) to be itemized in the quarterly invoice + copy of the equipment's invoice (2) to be itemized in the quarterly invoice + copy of the subcontract's invoice									
Wire transfer instructions:									
Bank name:									
Bank address:									
Account holder:									
Account number:									
As applicable									
IBAN:									
SWIFT code:									
Transit code:									
ABA (Fed Fund number only; do not send ACH number):									
Other specific instructions:									