



To: FasterCures

From: Robi Blumenstein, Emily Gantman

Date: April 18, 2017

Re: Foundation-Led Collaborations to Accelerate R&D Workshop

As promised, attached are a selection of the documents we at CHDI use to implement a number of our activities. Let me start with some general comments about them and then give explanations of specific documents.

CHDI operates as a *virtual*, not-for-profit biotech/pharma. We plan and support all aspects of Huntington's disease (HD) therapeutic development ranging from early basic biology through clinical development. As a virtual operation we have no wet labs although our staff of approximately 90 people includes 50 scientists who manage our scientific activities. Our "hands" are those of our collaborators which include investigators at academic research institutions, contract research organizations (CROs) and at industrial biotech and pharmaceutical companies.

As a general rule, in order to make this virtual ecosystem work, CHDI does everything by *contract* rather than *grant*. There are a few reasons for this:

1. We think it is important that investigators at least conduct the experiment they initially proposed to do. That allows us to plan ahead for the consequences of their work. A contract allows us to agree on the experiments that will be conducted; science being what it is, our milestones usually consist of a description of the experiments that will be formed within specified periods rather than a particular scientific outcome. Specifying the work to be performed is not intended to rule out the possibility of serendipitous observations that may lead to incremental work in new directions; it's merely to make sure that good hypotheses get properly evaluated and then either followed up or ruled out. We value negative results.
2. We believe that rapid sharing of research results, be they data or reagents, is critical. Contracts allow us to facilitate such rapid (ie, prepublication) sharing while protecting the investigators' interest in publication. I will point out these features in reference to specific agreements below.
3. Contracts also allow us to create an intellectual property régime that allows the broad use of research tools in a precompetitive research space and also seeks to ensure that the interests of patients are factored into future decisions about licensing out potential therapeutics. Agreeing these terms up front avoids the need for protracted negotiation with tech transfer offices. I will point these out below, as well.
4. As a dominant, late-onset, genetic disease, privacy is an important issue to many people associated with HD. Contracts allow us to use JAMS as an alternative dispute resolution mechanism. For technical reasons this allows us to better protect the privacy of our donors.

While we make some adjustments for particular circumstances (eg, state universities that are barred by statute from providing indemnification – we have other solutions) we stick to the concepts in our contracts very closely not least because, in our virtual world, it is important for things to “fit together.” Research reagents developed at one place need to be able to move easily to another without stacking or reach-through. Likewise, a mouse dosed with Party A’s compound may need to go to Party B for behavioral analysis after which its brain is removed and sent to Party C for electrophysiological studies. And so on.

Unfortunately the drafting of these agreements is more complex than they probably need to be. Over time we have accepted comments from many different counterparties. Once we accept a change as worthwhile, in the interests of fairness we incorporate it into our template and offer it to all. This accretive (encrusting?) process has certain downsides. Sometimes I dream of a project to redraft all our agreements with a view to simplification. Unfortunately that would take a lot of time, explanation and renegotiation. Perhaps a project for a more central authority...

All of the referenced agreements are attached and bookmarked for easy finding. Copies of the documents in Word format are provided separately.

Research Agreements – Usually, but not exclusively, used with academic research institutions

Research Agreement No 1.doc – This is the agreement most like a traditional grant to an investigator at an academic research institution when it is not expected that the work will result in a potential therapeutic.

- Per Section 2(a), the particular research project would be attached to the agreement as Appendix B.
- Sections 5-7 concern publishing and sharing the results with other people who agree to keep them confidential
- Sections 8-13 concern intellectual property. With respect to IP, our approach is this: rather than fight the Bayh-Dole battle, the research institution owns the IP (Section 9). However, the research institution must give CHDI a license (including the right to sublicense) to any IP developed in the course of the project for the purpose of HD research and development. HD research and development is very broadly defined to include anything short of selling or manufacturing for sale. *Note that this license does not distinguish between academic and commercial users.* In other words, rather than focus on the status of the licensee we focus on the use of the IP; anyone can use the IP for research purposes. We throw in a non-assert clause (Section 13) for good measure.
- We also build in some material transfer mechanics (Section 2(d)) to obviate the need for MTAs when we are providing materials.
- Finally, Section 25 contains the alternative dispute resolution mechanics I referred to above.

Research Agreement No 2.doc – Similar to Research Agreement No 1 except that this agreement contemplates the work may result in a potential therapeutic.

- See Section 15 concerning commercial licenses (ie, a license for use other than HD research and development). That section specifies the criteria to be met in granting such a license, including the fact that granting the license is reasonably likely to:
 - a) Maximize the positive impact of the subject matter of the license on the health and well-being of Huntington's disease patients;

- b) Maximize the availability of diagnostic or therapeutic products to Huntington's disease patients; and
- c) Maximize the speed at which diagnostic or therapeutic products are available to Huntington's disease patients.

Research Agreement No 3.doc – This is the simple form of our “Joint Steering Committee” or “JSC” type academic agreement.

- In this form of support, rather than pre-specify a full research project, the collaboration runs more like an industrial project.
- A general area or topic of research is agreed.
- CHDI commits to support a specific number of full-time equivalent (FTE) people in the lab.
- A joint steering committee is established to oversee the work. The initial period of work (six months) is specified in some detail. Thereafter the steering committee meets to adjust the project based on both the results of the work itself and developments in other parts of our virtual network relevant to the work in question.
- Payment is based on FTEs and agreed reimbursables. See Sections 3-6.

Research Agreement No 4.doc – A variation on some of the foregoing usually used with a company.

- It relates to a single project (Section 2)
- Payment is in accordance with a milestone-based payment schedule (Section 5)
- There is a steering committee (Section 4)
- IP and other results of the project are jointly owned (Sections 7-12). In order to make this work it is necessary to deal with relevant background IP.

Services Agreements – Used with CROs

Services Agreement No 1.doc – Basic agreement for a CRO to perform a specific project that would be attached to the agreement as Appendix A.

- CHDI owns IP and other results of the project and receives a license of the CRO's background IP as necessary (Section 7).
- Payments in accordance with a payment schedule attached to the agreement (Section 5).
- A template for the Appendix to this agreement is attached as Services Agreement Appendix.doc.

Services Agreement No 2.doc – Like Services Agreement No 1 except that additional projects may be added by a supplement (Section 2) which contains a description of the project, a budget and a payment schedule. We refer to this as a “Master Services Agreement.”

- For the form of supplement see Master Services Agreement Supplement.doc, attached.

Services Agreement No 3.doc – A more complex version of a multiple-project CRO service agreement. Projects and budgeting is done by a joint steering committee rather than by project-by-project supplements.

Material Transfer Agreements (MTAs)

Material Transfer Agreement No 1.doc – This is the form of MTA we use when CHDI receives material from a third party. We need this form of MTA because in our virtual world the materials are actually

received by one of our collaborators which may, in fact, be a “for profit” CRO even though they are working on our behalf. See Section 3.

Material Transfer Agreement No 2.doc – This version of the MTA provides for results to be provided back to the provider and grants a license to any resulting intellectual property (Section 6).

Compound Testing Agreements (CTAs)

Compound Testing Agreement No 1.doc – CTAs are specialized forms of MTAs pursuant to which we obtain tool compounds from biotech and pharmaceutical companies. The essence of these agreements is that CHDI will protect the provider’s asset by performing only specific studies with the compounds (Section 4) and any IP resulting from studies belongs to the provider (Section 7). We use these agreements when in our estimation the benefit in terms of biological knowledge and time saved from using very sharp tool compounds (which even be clinical candidates with potential for repurposing) outweighs the cost of the study or trying to develop such tools ourselves.

Compound Testing Agreement No 2.doc – A variation on CTA No 1.doc whereby in addition to the results of the studies (ie, data) we also provide specified tissues developed in the course of the study back to the provider for their own analysis (Section 6(b)). We have often found that companies have their own experiments they would like to perform once the material is available.

Data Use Agreements

Data Use Agreement No 1.doc – This is the form of data use agreement we use to obtain human data sets collected from a third party. We need this form of data use agreement because in our virtual world the human data sets are needed to be provided to one of our collaborators or others needing human data sets for research.

Data Use Agreement No 2.doc – This is the form of data use agreement we use when CHDI provides human data sets collected from clinical research studies to a third party. We use this provide human data sets collected during studies we fund or we were able to obtain from third parties to the research community for research purposes.

Biosamples Use Agreements

Biosamples Use Agreement No 1.doc – This is the form of biosamples use agreement we use when CHDI provides human biosamples collected from clinical research studies to a third party. We use this provide human biosamples collected during studies we fund or we were able to obtain from third parties to the research community for research purposes.

Clinical Study Site Agreements/Informed Consent Forms

(For Clinical Study Sites for Human Clinical Research Studies)

Clinical Study Site Agreement No 1.doc – Basic agreement for a clinical study site to perform a specific clinical research study with human subjects covering only the collection of data.

Informed Consent Form No 1.doc – Basic informed consent that goes hand in hand with the Clinical Study Site Agreement for a clinical study with human subjects covering only the collection of data. The

informed consent is designed to obtain consent to allow us to share the collected human data with third parties for research purposes.

Clinical Study Site Agreement No 2.doc – Basic agreement for a clinical study site to perform a specific clinical research study with human subjects covering the collection of data as well samples to create a human biosamples repository.

Informed Consent Form No 2.doc – Basic informed consent that goes hand in hand with the Clinical Study Site Agreement for a clinical study with human subjects covering the collection of data as well samples to create a human biosamples repository. The informed consent is designed to obtain consent to allow us to share the collected human data and biosamples with third parties for research purposes.

RESEARCH AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

RESEARCH AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), by and between CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"), and [_____] (the "Research Institution"). The Research Institution and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Research Institution conducts research in the interest of contributing to and promoting the public good and welfare.

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments, cures and preventions of Huntington's disease.

To further the Foundation's objective, the Foundation desires to fund certain research to be conducted at the Research Institution and, in the interest of the public good and welfare, the Research Institution is prepared to conduct that research.

The Parties have entered into this Agreement for the purpose of, among other things, ensuring that the results of that research are made readily available in a timely fashion to accelerate scientific discovery and facilitate the development of products that diagnose, treat, cure and prevent Huntington's disease.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Researcher; Research Project

- 1. Researcher. The "Researcher" means [each of] the individual[(s)] identified as such in Appendix A. [The Research Institution hereby acknowledges and agrees that references in this Agreement to the Researcher shall be to each of the individuals identified as a Researcher in Appendix A.] [INCLUDE ONLY IF MULTIPLE PIs AT ONE INSTITUTION]
2. Research Project; Conduct of the Research Project; Limited Right to Subcontract Research Project Activities; Interim Research Project Review; Continuation of the Research Project [INCLUDE ONLY FOR MULTIYEAR PROPOSALS]; Foundation Provided Materials [INCLUDE ONLY IF FOUNDATION PROVIDING MATERIALS]; Foundation Provided Data [INCLUDE ONLY IF FOUNDATION PROVIDING DATA].
(a) Research Project. The "Research Project" means the program of scientific research described in Appendix B.

- (b) Conduct of the Research Project[;Limited Right to Subcontract Research Project Activities] [INCLUDE AS NECESSARY].
- (i) Conduct of the Research Project. Each of the Research Institution and the Researcher will use, or cause to be used, reasonable scientific efforts to conduct the Research Project in accordance with Appendix B. If at any time the Research Institution or the Researcher makes a good faith determination that (A) the Research Project cannot be conducted substantially in accordance with Appendix B or the Budget (as defined in Section 3(a) of this Agreement) or (B) continued conduct of the Research Project in accordance with Appendix B is unlikely to yield scientifically valid or useful results, the Research Institution shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.
- (ii) [Limited Right to Subcontract Research Project Activities] [INCLUDE AS NECESSARY]. The Parties hereby acknowledge and agree that the Research Institution may sub-contract those activities expressly set forth in the Appendix B to be conducted by the third party (each such third party hereinafter referred to as a "Subcontractor") set forth in Appendix B. The Research Institution hereby agrees that (A) each Subcontractor shall agree in writing to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement as if the Subcontractor were a party hereto and (B) the Research Institution shall cause each Subcontractor to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement. The Research Institution hereby further agrees that the Research Institution shall be solely responsible and liable for the activities conducted by each Subcontractor as if such activities were conducted by the Research Institution.] [INCLUDE AS NECESSARY]
- (c) [Interim Research Project Review; Continuation of the Research Project. The Foundation shall have the right to elect not to provide financial support for any budget period of the Research Project following the initial budget period of the Research Project by giving written notice (a "Discontinuation of Funding Notice") to the Research Institution to such effect at any time prior to that date that is 30 days prior to the end of the then-current budget period of the Research Project.] [INCLUDE ONLY FOR MULTI-YEAR PROPOSALS]
- (d) [Foundation Provided Materials.
- (i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of providing, or causing to be provided, to the Research Institution sufficient amounts of those materials expressly identified in

Appendix B (each such material, a "Foundation Provided Material") to be provided to the Research Institution by, or on behalf of, the Foundation to enable the Research Institution to conduct the Research Project. The Foundation shall also be responsible for all aspects of providing, or causing to be provided, to the Research Institution all information and data relating to a Foundation Provided Material that is necessary to enable the Research Institution to conduct the Research Project (all such provided information, the "Foundation Provided Material Information"). The Foundation hereby represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution by, or at the direction of, the Foundation will be provided to the Research Institution in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.

- (ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Research Institution hereby agrees that the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) and the Foundation Provided Material Information (A) shall be used by the Research Institution for the sole purpose of conducting the Research Project and for no other purpose (including not using the Foundation Provided Material or Foundation Provided Material Information to attempt to determine, or determine, the identity of any of the person from which the Foundation Provided Material and Foundation Provided Material Information were collected) and (B) shall not, without the prior written consent of the Foundation, be transferred to any third party. Except to the extent required to enable the Research Institution to conduct the Research Project, the Research Institution hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) or the properties thereof (chemical, biochemical, physical, biological or other). The Research Institution hereby further acknowledges and agrees that (1) all Foundation Provided Material Information shall be deemed Confidential Information (as defined in Section 14 of this Agreement) of the Foundation and (2) the Research Institution shall not disclose, reveal, report, Publish or give the Foundation Provided Material Information to any third party. The Research Institution hereby

acknowledges and further agrees that a) as between the Research Institution and the Foundation, the Foundation owns the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) and the Foundation Provided Material Information and b) the Research Institution shall have no ownership or other interest in any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) or any Foundation Provided Material Information. Immediately upon the earlier to occur of (x) the completion of the Research Project and (y) the termination or expiration of this Agreement, the Research Institution shall appropriately discard or destroy all such unused Foundation Provided Materials and Foundation Provided Material Information.

- (iii) **Intellectual Property Rights in Respect of the Foundation Provided Materials.** The Research Institution acknowledges that the Foundation Provided Materials are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Research Institution under any patents, patent applications, trade secrets or other proprietary rights of the Foundation, including any altered forms of the Foundation Provided Materials made by the Research Institution. In particular, no express or implied licenses or other rights are provided to use the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project), or any related patents of the Foundation for any purpose other than the conduct of the Research Project. The Research Institution is free to file patent application(s) claiming inventions made by the Research Institution through the use of the Foundation Provided Materials but agrees not to file any patent application containing a composition of matter claim for the Foundation Provided Materials per se.
- (iv) **No Warranties.** Any Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution hereunder are understood to be experimental in nature and may have hazardous properties. THE FOUNDATION PROVIDED MATERIALS AND FOUNDATION PROVIDED MATERIAL INFORMATION ARE PROVIDED "AS-IS" AND THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR

IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE FOUNDATION PROVIDED MATERIAL OR FOUNDATION PROVIDED MATERIAL INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.] [INCLUDE ONLY IF FOUNDATION PROVIDING MATERIALS]

(e) [Foundation Provided Data.

- (i) [Obligation to Provide Foundation Provided Data. The Foundation shall be responsible for all aspects of providing, or causing to be provided, to the Research Institution the information and data expressly identified in Appendix B (collectively, the "Foundation Provided Data") to be provided to the Research Institution by, or on behalf of, the Foundation to enable the Research Institution to conduct the Research Project. The Foundation hereby represents and warrants that all Foundation Provided Data provided to the Research Institution by, or at the direction of, the Foundation will be provided to the Research Institution in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.
(ii) Use and Ownership of Foundation Provided Data. The Research Institution hereby agrees that the Foundation Provided Data (including any Foundation Provided Data contained or incorporated in any Results (as defined herein) produced in the course of the conduct, or resulting from the performance, of the Research Project) (A) shall be used by the Research Institution for the sole purpose of conducting the Research Project and for no other purpose (including not using the Foundation Provided Data to attempt to determine, or determine, the identity of any of the person from which the Foundation Provided Data were collected) and (B) shall not, without the prior written consent of the Foundation, be transferred to any third party. The Research Institution hereby further acknowledges and agrees that (1) all Foundation Provided Data shall be deemed Confidential Information (as defined in Section 14 of this Agreement) of the Foundation and (2) the Research Institution shall not disclose, reveal, report, Publish or give the Foundation Provided Data to any third party. The Research Institution hereby acknowledges and further agrees that a) as between the Research Institution and the Foundation, the Foundation owns the Foundation Provided Data (including any Foundation Provided Data contained or incorporated in any Results produced in the course of the conduct, or resulting

from the performance, of the Research Project) and b) the Research Institution shall have no ownership or other interest in any Foundation Provided Data (including any Foundation Provided Data contained or incorporated in any substances produced in the course of the conduct, or resulting from the performance, of the Research Project). Immediately upon the earlier to occur of (x) the completion of the Research Project and (y) the termination or expiration of this Agreement, the Research Institution shall appropriately discard or destroy all Foundation Provided Data.

- (iii) **Intellectual Property Rights in Respect of the Foundation Provided Data.** The Research Institution acknowledges that the Foundation Provided Data are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Research Institution under any patents, patent applications, trade secrets or other proprietary rights of the Foundation, including any modified or derivative works of the Foundation Provided Data made by the Research Institution. In particular, no express or implied licenses or other rights are provided to use the Foundation Provided Data (including any Foundation Provided Data contained or incorporated in any Results produced in the course of the conduct, or resulting from the performance, of the Research Project), or any related patents of the Foundation for any purpose other than the conduct of the Research Project. The Research Institution is free to file patent application(s) claiming inventions made by the Research Institution through the use of the Foundation Provided Data but agrees not to file any patent application in respect of the Foundation Provided Data.
- (iv) **No Warranties.** THE FOUNDATION PROVIDED DATA ARE PROVIDED "AS-IS" AND THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE FOUNDATION PROVIDED DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
- (v) **Additional Terms of Use.** The Research Institution hereby acknowledges and agrees that certain of the Foundation Provided Data may, as a condition to the Foundation provided such Foundation Provided Data to the Research Institution, require the Research Institution to execute of a separate data use agreement in which case

the Research Institution acknowledges and agrees that the use of such Foundation Provided Data shall be such to this Section 2(e) as well as the terms and conditions set forth in such data use agreement. The Research Institution further acknowledges and agrees that any Foundation Data which is identified as Third Party Results (as defined herein) shall, in addition to the terms and conditions set forth in this Section 2(e), be treated as such by the Research Institution in accordance with the terms of this Agreement.] [INCLUDE ONLY IF FOUNDATION PROVIDING MATERIALS]

Financial Support

3. Financial Support for the Research Project; Sources of Funding.
 - (a) Obligation of the Foundation to Provide Financial Support. The Foundation will provide financial support for the Research Project as provided herein. The amount, purpose, timing and conditions of such financial support (the "Budget") shall be as set forth in Appendix A. Unless otherwise agreed to by the Foundation pursuant to a notice delivered to the Research Institution in accordance with this Agreement, all work shall be performed and funds expended for the purposes and within the time periods set forth in the Budget. Any funds not so expended or committed shall, unless otherwise agreed, be promptly returned to the Foundation.
 - (b) Sources of Funding. The Research Institution understands that the Foundation may solicit financial support for the Research Project from third parties and agrees to use any financial support so offered to pay for items in the Budget. Such financial support shall be utilized in accordance with, and subject to, the terms and conditions of this Agreement. Notwithstanding the foregoing, prior to accepting any financial support from any such third party, the Research Institution shall have the right to (i) reasonably request information regarding the source of such financial support to determine whether the acceptance by the Research Institution of such financial support from such third party would violate the stated policies of the Research Institution and (ii) refuse to accept such financial support if in the reasonable determination of the Research Institution the acceptance of such financial support from such third party would violate the stated policies of the Research Institution. Any such determination by the Research Institution shall not relieve the Foundation of its obligations to provide financial support to the Research Institution in accordance with the terms of this Agreement.
4. Conditions to the Foundation's Financial Support. The Foundation may, but shall not be obligated to, advance any previously committed financial support for the Research Project to the Research Institution upon the occurrence and continuation of any of the following events:

- (a) Death, Incapacity or Employment of Researcher. The Researcher dies, suffers an incapacitating accident or illness, leaves the employ of the Research Institution or takes a sabbatical or leave of absence from the Research Institution;
- (b) Interruption. The Research Project is interrupted for more than 30 consecutive days at any time, or for more than 45 days in any 12 month period;
- (c) Change in Research Project. The Research Institution gives a Change of Circumstances Notice to the Foundation;
- (d) Lack of Approvals. The Research Institution notifies the Foundation that due to lack of necessary approvals it is incapable of performing its obligations under this Agreement;
- (e) Duties of the Researcher. The duties of the Researcher set forth in this Agreement are not fulfilled; or
- (f) Breach of this Agreement. There is a material breach of this Agreement by the Research Institution.

Publication; CHDI Research Group and Results Sharing

5. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
- (a) "Publish" means (i) to publish in a peer reviewed scientific journal of general circulation or (ii) present at a scientific meeting and "Publication" has a corresponding meaning.
 - (b) "Results" means any scientifically valid methods, data, outcomes or other results made in the course of the conduct, or resulting from the performance, of the Research Project.
 - (c) "Third Party Results" means any scientifically valid methods, data, outcomes or other results (i) made in the course of the conduct, or resulting from the performance, of research conducted by members of the CHDI Research Group (as defined in Section 7(a) of this Agreement) (other than the Research Institution and the Researcher) and (ii) funded by the Foundation or one of its affiliates.
6. Publication. The Researcher shall have (a) the sole and exclusive right to Publish Results and (b) the sole and final authority over any and all decisions related to Publication of Results. The Researcher shall use reasonable efforts to Publish, cause to be Published or otherwise publicly disseminate Results as soon as reasonably possible after such Results have been produced. The Researcher hereby agrees to provide appropriate acknowledgement of the Foundation's support of, and contribution to, the Research Project in any Publication of the Results.

7. CHDI Research Group; Sharing of Results With Others.

- (a) CHDI Research Group. The Researcher and the Research Institution hereby acknowledge and agree that they are participating in a community of investigators and organizations (the "CHDI Research Group") funded by the Foundation and its affiliates whose objective is to find diagnoses, treatments, cures and preventions of Huntington's disease.
- (b) Delivery of Results to the Foundation; Withdrawal of Results. The Researcher and/or the Research Institution shall inform the Foundation of all Results produced or discovered within a reasonable period of time following the production or discovery of each such Result. If at any time after informing the Foundation of Results pursuant to this Section 7(b), the Researcher or the Research Institution determines that there is a reasonable scientific basis to conclude that such Results are not scientifically valid, the Researcher or the Research Institution may so notify the Foundation and (i) the Foundation shall take reasonable steps to notify third parties to whom such Results have been disclosed that such Results are no longer scientifically valid and (ii) such Results shall not be deemed to be Results.
- (c) Disclosure of Results Within the CHDI Research Group. The Foundation may disclose Results to any member of the CHDI Research Group who has agreed to each of the covenants set forth in Section 7(d) of this Agreement with respect to any Results disclosed to such member.
- (d) Disclosure of Third Party Results to the Researcher or the Research Institution. With respect to any Third Party Results disclosed to the Researcher or the Research Institution, each of the Researcher and the Research Institution hereby agree:
 - (i) to hold all Third Party Results in confidence until such Third Party Results are Published or otherwise made publicly available (except by breach of this Agreement) so that the disclosure of the Third Party Results among members of the CHDI Research Group does not constitute a public disclosure and so that the ability to patent the Third Party Results is preserved; provided, however, neither the Researcher or the Research Institution shall be required to hold any Third Party Results in confidence if such Third Party Results (A) were previously known by the Researcher or the Research Institution other than by reason of disclosure by the Foundation; (B) were publicly disclosed except by breach of this Agreement either prior to or subsequent to the receipt of such Third Party Results by the Researcher or the Research Institution; (C) are rightfully received by the Researcher or the Research Institution from a third party without an express obligation of confidence to the Foundation or the member of the CHDI Research Group who discovered such Third Party Results; (D) are independently developed by the Researcher or the

Research Institution without use or reliance upon Third Party Results provided by the Foundation; or (E) are disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Researcher or the Research Institution, as the case may be, takes reasonable steps to provide the Foundation with sufficient prior notice in order to allow the Foundation to contest such request, requirement or order;

- (ii) to discuss the Third Party Results only with those members of the laboratories of the Researcher that are advised (A) of the confidential nature of the Third Party Results and (B) that the Third Party Results must not be shared with anyone outside of the laboratories of the Researcher until the Third Party Results are made publicly available;
 - (iii) until the Third Party Results are made publicly available, to not Publish or otherwise publicly disclose methods, data or other results which are derived using the Third Party Results without appropriate written permission; and
 - (iv) to acknowledge other researchers appropriately if the Third Party Results have contributed to a Publication or presentation of Results.
- (e) Disclosure not to Constitute Publication. The Parties acknowledge that it is the intention of the Foundation, the Research Institution and the other members of the CHDI Research Group that the sharing of Results and Third Party Results among members of the CHDI Research Group is to be conducted in a manner so that such sharing shall not constitute "disclosure" for patent purposes.
- (f) Disclosure of Results Outside the CHDI Research Group. On and after the date (the "Disclosure Date") which is two years following the End Date specified in Appendix A, the Foundation shall have the right to disclose (other than through Publication) all Results to any individual or organization without any restrictions unless prior to the Disclosure Date the Researcher or the Research Institution notifies the Foundation that there exists good reasons for such disclosure to be withheld for an additional six-month period, in which case the Disclosure Date will be extended for an additional six months and the provisions of this Section 7(f) shall apply to such new Disclosure Date.

Intellectual Property

8. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
- (a) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the

manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).

- (b) "Made" when used in relation to any Patentable Invention means the conception or first actual reduction to practice of such Patentable Invention.
- (c) "Other HD Intellectual Property" means any Other Intellectual Property relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.
- (d) "Other Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data conceived, discovered or invented in the course of the conduct, or resulting from the performance, of the Research Project which is not a Patentable Invention.
- (e) "Patentable Invention" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data Made in the course of the conduct, or resulting from the performance, of the Research Project which (i) is or may be patentable or otherwise protectable under Title 35 U.S.C. and corresponding legislation in other jurisdictions and (ii) is the subject of a patent or pending patent application, including any continuation, continuation-in-part, division, extension, substitute, re-examination, reissue and any other derivative application or patent.
- (f) "Patentable HD Invention" means any Patentable Invention relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.

9. Ownership.

- (a) Ownership Rights of the Research Institution. The Research Institution shall own all intellectual property (including Patentable Inventions and Other Intellectual Property) conceived, discovered, invented or first reduced to practice in the course of the conduct, or resulting from the performance, of the Research Project. The Research Institution hereby agrees that it will not sell or otherwise transfer title to any Patentable HD Inventions or Other HD Intellectual Property to any third party unless such third party takes title to such Patentable HD Inventions or

Other HD Intellectual Property (i) subject to the rights of the Foundation in such Patentable HD Inventions or Other HD Intellectual Property under this Agreement and (ii) assumes the obligations of the Research Institution with respect to such Patentable HD Inventions or Other HD Intellectual Property under this Agreement.

- (b) Ownership Rights of the Foundation. Except as expressly set forth in this Agreement, the Foundation shall have no interest in any intellectual property conceived, discovered, invented or first reduced to practice in the course of the conduct, or resulting from the performance, of the Research Project.
- 10. Inventorship. The identity of the inventor of all Patentable Inventions shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).
- 11. Disclosure of Inventions; Disclosure of Patent Filings.
 - (a) Inventions. If the Research Institution or the Foundation believes any intellectual property (including Patentable Inventions and Other Intellectual Property) has been conceived, discovered, invented or first reduced to practice in the course of the conduct, or resulting from the performance, of the Research Project, such Party will promptly give notice of such intellectual property to the other Party.
 - (b) Patent Applications. Within 30 days following the filing of a patent application (including provisional patent applications and each patent application filed corresponding to a previously filed provisional patent application) claiming any Patentable HD Invention, the Research Institution shall give notice to the Foundation setting forth the date of filing of such patent application and shall include with such notice a complete and accurate copy of the patent application filed.
- 12. Non-Exclusive Licenses.
 - (a) Non-Exclusive Licenses of Patentable HD Inventions. With respect to each patent (including (i) any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent or (ii) any intellectual property rights claimed in respect of such patent) claiming a Patentable HD Invention, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (A) make, have made, use and have used products or processes resulting from such Patentable HD Invention, (B) practice and have practiced such Patentable HD Invention and (C) use and have used the Confidential Information (as defined in Section 14 of this Agreement) relating to

such Patentable HD Invention. The foregoing license (1) shall be for HD Research and Development only, (2) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (3) shall not be subject to royalties or other fees and (4) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense a) is granted without payment of royalties, other fees or profit and b) prohibits the sublicensee from granting sublicenses.

- (b) Non-Exclusive Licenses of Other HD Intellectual Property. With respect to any Other HD Intellectual Property, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (i) make, have made, use and have used products or processes resulting from such Other HD Intellectual Property, (ii) practice and have practiced such Other HD Intellectual Property and (iii) use and have used the Confidential Information relating to such Other HD Intellectual Property. The foregoing license (A) shall be for HD Research and Development only, (B) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (C) shall not be subject to royalties or other fees and (D) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (1) is granted without payment of royalties, other fees or profit and (2) prohibits the sublicensee from granting sublicenses.
13. Non-Assert Covenant. The Research Institution hereby undertakes not to bring any action or assist others in bringing any action, and undertakes to ensure, by contract or otherwise, that its licensees and assignees of any Patentable Invention or Other Intellectual Property will not bring any action or assist others in bringing any action, against the Foundation, its licensees or assignees of any Patentable HD Invention or Other HD Intellectual Property or any other person on the ground that the practice or use, as the case may be, of (a) the inventions described or claimed in any Patentable HD Invention or (b) Other HD Intellectual Property for HD Research and Development infringes or misappropriates the proprietary rights of the Research Institution, its licensees or assignees in any Patentable Invention or Other Intellectual Property.

Confidential Information; Publicity

14. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean this Agreement and all information provided by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly identified as "Confidential" by the Disclosing Party at the time of disclosure. If such transmittal occurs orally, the Disclosing Party will promptly reduce such transmittal to writing, mark and identify it as confidential, and provide such record to the Receiving Party. Specifically

excepted from Confidential Information is all information that: (a) was previously known by the Receiving Party other than by reason of disclosure by the Disclosing Party; (b) is publicly disclosed except by breach of this Agreement either prior to or subsequent to the Receiving Party's receipt of such information; (c) is rightfully received by the Receiving Party from a third party without an express obligation of confidence to the Disclosing Party; (d) is independently developed by the Receiving Party without use or reliance upon Confidential Information provided by the Disclosing Party; (e) is disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party with sufficient prior notice in order to allow the Disclosing Party to contest such request, requirement or order; or (f) was provided by the Disclosing Party more than five years prior to disclosure by the Receiving Party (or if the confidential nature of the information was specifically reaffirmed in writing by the Disclosing Party during such five-year period, five years after such reaffirmation).

15. Confidentiality. The Receiving Party shall not disclose any Confidential Information without prior written authorization from the Disclosing Party, except (a) the Foundation may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 7 of this Agreement; (b) the Foundation may disclose Confidential Information in furtherance of the any license contemplated in Section 12 of this Agreement, provided that the Foundation imposes a corresponding obligation of confidentiality on the third party receiving such Confidential Information; and (c) either Party may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 16 of this Agreement.
16. Publicity. No Party shall use the name, trademarks, logos, physical likeness or other symbol of another Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written consent of an authorized representative of the affected Party, except that (a) either Party may make reference to the Foundation's support of the Research Project, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described and (b) either Party may disclose, without the other Party's approval, (i) the existence of this Agreement; (ii) a general summary of the subject matter of the Research Project; (iii) the aggregate dollar amount of financial support to be provided under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.

Representations and Covenants

17. Representations and Covenants. The Research Institution hereby agrees to each of the following:
 - (a) Compliance with Law. The Research Project will be conducted in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.

- (b) Reports. The Research Institution shall provide the Foundation with (i) written progress reports in respect of the Research Project within 30 days of the end of each consecutive six-month period during the period beginning on the Start Date specified in Appendix A and continuing until the End Date specified in Appendix A and (ii) a final written progress report in respect of the Research Project within 30 days of the End Date specified in Appendix A [(or, if in accordance with **Section 2(c) of this Agreement funding for any subsequent budget period of the Research Project is not to be provided by the Foundation, the within 30 days of the end of the budget period of the Research Project then being funded by the Foundation)**] **[INCLUDE ONLY FOR MULTI-YEAR PROPOSALS]**. Each progress report shall (A) provide a reasonably detailed description of the status and progress (including a reasonably detailed analysis of milestones achieved or not achieved) of the Research Project for the six-month period covered by such progress report and (B) include a copy of all Results and underlying data.
- (c) Audit; Access. The Research Institution shall provide the Foundation with a financial report detailing the use of all funds expended under this Agreement within 60 days of the **[End Date specified in Appendix A] [USE FOR PROJECTS WITH ONE BUDGET PERIOD]/[end of each budget period specified in Appendix A] [USE FOR PROJECTS WITH MORE THAN ONE BUDGET PERIOD]**. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Research Institution's compliance with this Agreement; provided, however, the Foundation shall not be entitled to exercise such audit rights more than one time during any calendar year and (ii) the Research Institution will provide the Foundation and its representatives with reasonable access to the Research Project facilities, data and personnel (including the Researcher) in order to assess the progress of the Research Project; provided, however, the Foundation shall not be entitled to exercise its access rights more than two times during any calendar year. The Foundation shall be responsible for any expenses incurred by the Foundation in connection with its exercise of the audit and access rights set forth in this Section 17(c).
- (d) Permits and Approvals. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has obtained all, and will use its best efforts to obtain all future assignments, permits, consents and other approvals necessary for the Research Institution to perform its obligations and convey the rights granted under this Agreement.
- (e) Conflicting Obligations. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has not granted and will not knowingly grant any right, and has not entered into and will not knowingly enter into any agreement or understanding that conflicts with the Research Institution's obligations or the Foundation's rights under this Agreement.

- (f) Capital Equipment. If (i) the Budget includes funds to purchase property specifically identified as "capital equipment" on Appendix A and (ii) either (A) the Research Institution ceases to conduct research supported by the Foundation or (B) the Research Institution continues to conduct research supported by the Foundation but no longer requires the use of such capital equipment in connection with such research, then, at the request of the Foundation, the Research Institution shall transfer title to such capital equipment for nominal consideration to the Foundation or as the Foundation may otherwise direct. Any such capital equipment shall be relocated as directed by the Foundation at the Foundation's expense and risk of loss.
- (g) Research Materials. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, make any reagents, cell lines, compounds, animal models or other materials produced in the course of the conduct, or resulting from the performance, of the Research Project ("Research Materials") available to third parties under the terms of the material transfer agreement attached hereto as Exhibit 1. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, make any Research Materials available to the Foundation under the terms of the material transfer agreement attached hereto as Exhibit 2.
- (h) Research Team. The Research Project shall only be conducted by individuals (including the Researcher) who have agreed to assign any rights **[(and waive any moral rights)] [INCLUDE IF SOFTWARE OR OTHER COPYRIGHTABLE ITEMS TO BE PRODUCED AS KEY ASPECT OF PROJECT]** they may acquire in any resulting intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement. The Research Institution shall cause any such individual to assign any such intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement.
- (i) Responsibility for Breaches by the Researcher. The Research Institution hereby acknowledges and agrees that (i) the failure by the Researcher to (A) discharge the obligations of the Researcher set forth in this Agreement or (B) comply with the provisions set forth in this Agreement applicable to the Researcher (including Section 14 and Section 15 of this Agreement to the extent that the Researcher is a Receiving Party of Confidential Information) shall constitute a breach of this Agreement by the Research Institution and (ii) the Research Institution shall be liable to the Foundation for any such breach.
- (j) Further Assurances. The Research Institution shall execute such further documents, instruments, licenses and assurances and take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Payments; Use of Funds

18. Payments. Subject to the terms and conditions of this Agreement, payments will be remitted to the Research Institution in currency specified in the Budget at the address for payment set forth in Appendix A and shall include a reference to the Researcher.
19. Use of Funds. Unless otherwise agreed to by the Foundation pursuant to a notice delivered to the Research Institution in accordance with this Agreement, all funds provided by the Foundation will be used in accordance with the Budget and for no other purpose. Except to the extent expressly set forth in the Budget, the Research Institution confirms that it has agreed to waive its indirect and/or overhead costs on the Research Project. The Research Institution hereby further agrees that, except to the extent expressly set forth in the Budget, no financial support provided by the Foundation under this Agreement shall be used to pay for the Research Institution's indirect and/or overhead costs. **[NOTE: OVERHEAD IS LIMITED TO 15% OF THE PERSONNEL AND CONSUMMABLES AMOUNT OF THE BUDGET]**

Term; Termination; Effect of Termination

20. Term; Termination; Effect of Termination.
- (a) Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the later to occur of (i) the End Date specified in Appendix A **[(or, if in accordance with Section 2(c) of this Agreement funding for any subsequent budget period of the Research Project is not to be provided by the Foundation, the end of the budget period of the Research Project then being funded by the Foundation)]** **[INCLUDE ONLY FOR MULTI-YEAR PROPOSALS]** and (ii) the date on which the final written progress report on the status and progress of the Research Project submitted by the Research Institution pursuant to Section 17(b) of this Agreement is approved by the Foundation (such approval not to be unreasonably withheld), unless earlier terminated in accordance with the terms hereof.
- (b) Termination by the Foundation. The Foundation may, by giving notice to the Research Institution, elect to terminate this Agreement and discontinue the Research Project upon the occurrence and continuation of any of the following events:
- (i) Non-Curable Conditions. The occurrence and continuation of any of the events described in Section 4(a) through Section 4(d) of this Agreement.
- (ii) Breach of this Agreement. If the Research Institution or the Researcher defaults in the performance of any of their respective obligations under this Agreement (including failing to deliver progress reports required to be provided by the Research Institution pursuant to, and in accordance with, Section 17(b) of this Agreement) and such default is not remedied within

45 days of the receipt by the Research Institution of notice of such default from the Foundation.

- (c) Termination by the Research Institution. The Research Institution may, by giving notice to the Foundation, elect to terminate this Agreement and discontinue the Research Project upon the occurrence and continuation of any of the following events:
- (i) Researcher. The Researcher dies, suffers an incapacitating accident or illness, or leaves the employ of the Research Institution.
 - (ii) Breach of this Agreement. If the Foundation defaults in the performance of any of its obligations under this Agreement and such default is not remedied within 45 days of the receipt by the Foundation of notice of such default from the Research Institution.
- (d) Effect of Termination.
- (i) In the event (A) the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 20(b)(i) of this Agreement or (B) the Research Institution elects to terminate this Agreement and discontinue the Research Project pursuant to Section 20(c) of this Agreement, (1) the Foundation shall only be obligated to provide financial support to the Research Institution for the Research Project under this Agreement in an amount necessary to pay for all outstanding non-terminable or non-cancelable obligations (whether such obligation is due and payable before, on or after the date of termination of this Agreement) incurred by the Research Institution up to the date of the occurrence of the event giving rise to the Foundation's right to terminate this Agreement under Section 20(b)(i) of this Agreement or the Research Institution's right to terminate this Agreement under Section 20(c) of this Agreement, as the case may be, and (2) the Research Institution shall pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to the amount all funds previously advanced to the Research Institution under this Agreement but unused through the date of termination of this Agreement in excess of the amount of financial support the Foundation is obligated to provide to the Research Institution under (1) above.
 - (ii) In the event the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 20(b)(ii) of this Agreement, (A) the Foundation shall not be obligated to advance any further financial support to the Research Institution for the Research Project under this Agreement; (B) the Foundation shall not be obligated to pay for any outstanding non-terminable or non-cancelable obligations incurred by the Research Institution through the date of termination of this

Agreement; and (C) the Research Institution shall pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to the amount all funds previously advanced to the Research Institution under this Agreement but unused up to the date of termination of this Agreement.

- (e) Facilitation of Continued Research. Upon any termination of this Agreement, if requested by the Foundation, the Research Institution will use its reasonable efforts to facilitate the continuance of the Research Project elsewhere.
- (f) Survival of Certain Provisions.
 - (i) Limited Survival of Certain Provisions. This Section 20(f)(i) (Limited Survival) and Section 14 (Confidential Information), Section 15 (Confidentiality), Section 17(b) (Reports), Section 17(c) (Audit; Access) and Section 20(e) (Facilitation) of this Agreement shall survive the termination of this Agreement for a period of five years.
 - (ii) Indefinite Survival of Certain Provisions. This Section 20(f)(ii) (Survival) and **[Section 2(d) (Foundation Provided Materials),][DELETE AS APPROPRIATE IF FOUNDATION NOT PROVIDING MATERIALS] [Section 2(e) (Foundation Provided Data),][DELETE AS APPROPRIATE IF FOUNDATION NOT PROVIDING DATA]** Section 5 (Definitions), Section 6 (Publication), Section 7 (CHDI Research Group), Section 8 (Definitions), Section 9 (Ownership), Section 10 (Inventorship), Section 11 (Disclosure of Inventions and Patent Filings), Section 12 (Licenses), Section 13 (Non-Assert), Section 16 (Publicity), Section 17(f) (Capital Equipment), Section 17(g) (Research Materials), Section 17(i) (Responsibility for Breaches by the Researcher), Section 17(j) (Further Assurances), Section 23 (Notices), Section 24 (Indemnity), Section 25 (Alternate Dispute Resolution), Section 26 (Assignment), Section 27 (Entire Agreement), Section 28 (No Waiver), Section 29 (Severability), Section 30 (Interpretation), Section 31 (Governing Law) **[and Section 32 (Strict Construction)]/[, Section 32 (Strict Construction) and Section 34 (Foundation Supplied Compound Addendum)][DELETE AS APPROPRIATE IF SECTION 34 NOT INCLUDED IN AGREEMENT]** of this Agreement shall survive the termination of this Agreement indefinitely.

Miscellaneous

- 21. Independent Contractor. The Research Institution is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation.

22. Independent Research. Nothing in this Agreement shall be construed to limit the freedom of the Research Institution to engage in similar inquiries made independently under other grants, contracts or agreements with parties other than the Foundation.
23. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the Party at its address set forth in Appendix A or such other address as the Party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.
24. Indemnity.
- (a) Indemnification by the Foundation. The Foundation shall indemnify the Research Institution, including, as applicable, its members, trustees, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Research Institution (and/or such other related persons) as a result of the Foundation's negligence, willful misconduct or breach of this Agreement.
- (b) Indemnification by the Research Institution. The Research Institution shall indemnify the Foundation, including, as applicable, its members, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Foundation (and/or such other related persons) as a result of the Research Institution's or the Researcher's negligence, willful misconduct or breach of this Agreement.
25. Alternative Dispute Resolution.
- (a) Mediation. If a dispute arises out of or relates to this Agreement, or breach thereof, and the dispute is not resolved by negotiation, the Parties hereby agree to try in good faith to settle the dispute through mediation. Either Party to the dispute may give notice to the other Party of such Party's desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The Parties must jointly appoint a mutually acceptable mediator. The mediation shall take place in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties). If the Parties are unable to agree upon the appointment of a mediator within 10 days after a Party has given notice of a desire to mediate the dispute, either Party may apply in writing to the organization or person agreed to by the Parties in writing, for appointment of a mediator. The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel. If the dispute is not resolved in this manner within 30 days after the commencement of mediation, either Party may submit the dispute

to arbitration pursuant to the terms of this Agreement. The Parties agree that any and all such proceedings shall be confidential.

- (b) Arbitration. In the event that the parties do not resolve the dispute through mediation as provided above, such dispute arising out of or relating to this Agreement, or breach thereof, shall be settled by a single arbitrator in an arbitration in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties) administered by **[JAMS under its Comprehensive Arbitration Rules and Procedures]/[JAMS under (i) its Comprehensive Arbitration Rules and Procedures if the arbitration is held in New York, NY or (ii) the JAMS International Arbitration Rules if the arbitration is held in [____][INSERT NAME OF CITY OUTSIDE USA]]**. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.
26. Assignment. The Research Institution may not assign this Agreement without the written consent of the Foundation. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
27. Incorporation of Addenda, Appendices and Exhibits; Entire Agreement; Amendment. The addenda, appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any addendum, appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Research Project and all prior understandings and agreements relating to the Research Project are superseded hereby. This Agreement may not be amended except by a document signed by the Research Institution and the Foundation.
28. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
29. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

30. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
31. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
32. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
33. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.
34. **[Foundation Supplied Compound Addendum. The Parties hereby agree that Addendum No. 1 (the "Foundation Supplied Compound Addendum") is hereby annexed to and forms a part of the Agreement.] [INCLUDE ONLY IF SCREENING OF FOUNDATION SUPPLIED COMPOUNDS IS CONTEMPLATED IN RESEARCH PROJECT. DELETE ADDENDUM IF THIS SECTION NOT INCLUDED]**

* * * * *

In witness to the foregoing, the Parties have executed this Research Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

RESEARCH INSTITUTION:

[_____] **[INSERT NAME OF
RESEARCH INSTITUTION]**

By: _____
Name:
Title:

[Each of the]/[The] undersigned hereby agrees that I am **[one of]** the Researcher~~(s)~~ as defined in this Agreement. I also agree to be bound by the provisions of Section 6 and Section 7 and each of Section 14 and Section 15 of this Agreement to the extent that I am the "Receiving Party" of "Confidential Information" (both as defined in the Agreement). I hereby acknowledge that I have read this Agreement and further acknowledge that certain actions by me or my failure to perform certain actions shall constitute a breach of this Agreement by the Research Institution. I hereby assign, and agree to assign, to the Research Institution any and all right, title and interest I have in and to all my interest in the Patentable HD Invention and Other HD Intellectual Property.

RESEARCHER(S):

[Insert Name of Researcher]

Appendix A To Research Agreement

<u>Foundation</u>			
Name:	CHDI Foundation, Inc.		Telephone: 212-660-8102
Contact Person/Title:	Ruth Basu / Chief Administrative Officer	Fax:	212-239-2101
Address:	c/o CHDI Management, Inc. 350 Seventh Avenue Suite 200 New York, NY 10001	E-Mail:	ruth.basu@chdifoundation.org
<u>Research Institution</u>			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
<u>Researcher</u>			
Name:		Telephone:	
Title:		Fax:	
Address:		E-Mail:	

Research Project – Title, Start Date and End Date

Research Project Title:	
Research Project Start Date:	
Research Project End Date:	

Research Project – Budget Summary⁽¹⁾⁽²⁾

[INSERT BUDGET SUMMARY HERE]

Research Project – Detailed Budget – Budget Period 1

[INSERT DETAILED BUDGET – PERIOD 1 HERE]

Research Project – Detailed Budget – Budget Period 2

[INSERT DETAILED BUDGET – PERIOD 2 HERE]

Research Project – Detailed Budget – Budget Period 3

[INSERT DETAILED BUDGET – PERIOD 3 HERE]

Research Project – Fixed Payments

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Date(s) and/or Condition(s) of Payment</u>
Payment 1	[____]	Execution of this Agreement by the Parties.
Payment 2	[____]	<p>Submission of an interim progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p>
Payment 3	[____]	<p>Submission of an [interim]/[final] progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p> <p>Submission of a financial audit report in respect of the budget period beginning [____] and ending [____] reasonably acceptable to the Foundation.</p>
Payment 4	[____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project.
Payment 5	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project.</p> <p>Submission of an interim progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p>
Payment 6	[____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide

CHDI Draft: [____]
(For Discussion Purposes Only)

		<p>financial support for Budget Period 2 of the Research Project.</p> <p>Submission of a [interim]/[final] progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p> <p>Submission of a financial audit report in respect of the budget period beginning [____] and ending [____] reasonably acceptable to the Foundation.</p>
Payment 7	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project.</p>
Payment 8	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project.</p> <p>Submission of an interim progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p>
Payment 9	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project.</p> <p>Submission of a [interim]/[final] progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p>

CHDI Draft: [_____]
(For Discussion Purposes Only)

		Submission of a financial audit report in respect of the budget period beginning [_____] and ending [_____] reasonably acceptable to the Foundation.
Total Payments	\$	

Research Project – Reimbursable Payments

<u>Item Number</u>	<u>Payment Amount</u>	<u>Date(s) and/or Condition(s) of Payment</u>
Item 1	[_____]	Execution of this Agreement by the Parties. Submission of appropriate receipts evidencing the purchase of each piece of equipment described in the attached detailed budget for Budget Period 1.
Item 2	[_____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project. Submission of appropriate receipts evidencing the purchase of each piece of equipment described in the attached detailed budget for Budget Period 2.
Item 3	[_____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project. Submission of appropriate receipts evidencing the purchase of each piece of equipment described in the attached detailed budget for Budget Period 3.
Total Reimbursement Payments	[_____]	

Appendix B to Research Agreement

(Description of Research Project)

Exhibit 1 to Research Agreement

(Form of Material Transfer Agreement)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____], by and between [____] (the "PROVIDER"), [____] (the "PROVIDER SCIENTIST"), [____], a [____] (the "RECIPIENT"), and [____] (the "RECIPIENT SCIENTIST"). The address and other contact information of each party hereto is as set forth in Appendix A.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials between the parties hereto.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "HD RESEARCH AND DEVELOPMENT" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).
 - (b) "MATERIAL" means ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (i) MODIFICATIONS or (ii) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
 - (c) "MODIFICATIONS" means substances created by the RECIPIENT which contain/incorporate the MATERIAL.
 - (d) "ORIGINAL MATERIAL" means [____] **[INSERT DESCRIPTION OF ORIGINAL MATERIAL]**.
 - (e) "PROGENY" means unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
 - (f) "PROVIDER" has the meaning set forth in the preamble and is the organization providing the ORIGINAL MATERIAL.

- (g) "RECIPIENT" has the meaning set forth in the preamble and is the organization receiving the ORIGINAL MATERIAL.
- (h) "UNMODIFIED DERIVATIVES" means substances created by the RECIPIENT which constitute an unmodified functional subunit.

2. Provision of Material; Ownership.

- (a) Provision of Material. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the PROVIDER shall provide to the RECIPIENT **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]**.
- (b) Ownership.
 - (i) The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
 - (ii) The RECIPIENT retains ownership of: (A) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein) and (B) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If (1) a MODIFICATION referred to in (A) above or (2) a substance referred to in (B) above results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. Non-Exclusive License; Use of Material.

- (a) Non-Exclusive License. The PROVIDER hereby grants to the RECIPIENT a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the MATERIAL and (ii) use the MATERIAL for the sole purpose of conducting HD RESEARCH AND DEVELOPMENT.
- (b) Use of Material. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
 - (i) is to be used solely for HD RESEARCH AND DEVELOPMENT purposes only;
 - (ii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;
 - (iii) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the

RECIPIENT SCIENTIST or others working under his/her direct supervision; and

- (iv) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
4. Requests for Material from Third Parties. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision.
5. Distribution of Substances and Modifications.
- (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.
 - (b) Under an agreement at least as protective of the PROVIDER's rights, the RECIPIENT may distribute MODIFICATIONS to third parties for HD RESEARCH AND DEVELOPMENT purposes only.
 - (c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may not distribute MODIFICATIONS to third parties for any purpose other than HD RESEARCH AND DEVELOPMENT. It is recognized by the RECIPIENT that any use of MODIFICATIONS for any purposes other than for HD RESEARCH AND DEVELOPMENT may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
6. The Recipient's Acknowledgement of Intellectual Property Rights. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for any purpose other than HD RESEARCH AND DEVELOPMENT.
7. Requirement to Negotiate Commercial License to Use the Materials. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for any purpose other than HD RESEARCH AND DEVELOPMENT, the RECIPIENT agrees, in advance of

such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. Right of the Recipient to File Patent Applications. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees not to file any patent application claiming, the MATERIAL, MODIFICATIONS or method(s) of manufacture of the MATERIAL.
9. No Warranties. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
10. Assumption of Liability; Indemnification. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER. Except to the extent prohibited by law, the RECIPIENT will indemnify the PROVIDER (and its officers, faculty, trustees, and agents) against any loss, claim or demand suffered by the PROVIDER due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER.
11. No Effect on Publication; Acknowledgement of Source of the Material. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
12. Compliance with Law. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.
13. Termination. This Agreement will terminate upon a material breach of any representation, warranty or covenant of this Agreement by the RECIPIENT and such breach is not remedied within 45 days of the receipt by the RECIPIENT of notice of such

breach from the PROVIDER. Upon the termination of this Agreement, the RECIPIENT will (a) discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL and (b) at the RECIPIENT's discretion, either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS.

14. Survival of Certain Provisions. Section 2(b) Section 6, Section 9, Section 10, Section 16, Section 17, Section 19, Section 20, Section 21 and Section 22 shall survive any termination of this Agreement.
15. Cost to Provide Material. **The MATERIAL is provided at no cost.]/[The Material is provided subject to a transmittal fee in the amount of \$[_____] which amount solely covers the PROVIDER's preparation and distribution costs.] [SELECT AS APPROPRIATE]**
16. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the party at its address set forth in Appendix A or such other address as the party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.
17. Assignment. Neither the Recipient nor the Recipient Scientist may assign this Agreement without the written consent of the Provider.
18. Incorporation of Appendices and Exhibits; Entire Agreement; Amendment. The appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.
19. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding

shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

21. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
23. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Material Transfer Agreement as of the date first written above.

PROVIDER:

[_____]

By: _____

Name:

Title:

RECIPIENT:

[_____]

By: _____

Name:

Title:

PROVIDER SCIENTIST:

[_____]

RECIPIENT SCIENTIST:

[_____]

Appendix A to Material Transfer Agreement

(Original Materials)

Provider			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
Provider Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
Recipient			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
Recipient Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Exhibit 2 to Research Agreement

(Form of Material Transfer Agreement for Research Materials)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____] (the "Effective Date"), by and between CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"), and [____], a [____] corporation (the "Provider").

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments and cures of Huntington's disease ("HD") and has access to a variety of relevant research tools including in vitro and in vivo assays and animal models.

The Provider possesses certain materials and is willing to supply the Foundation with such materials to enable the Foundation to perform, or have performed, research and development related to HD.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials from the Provider to the Foundation and the use of such materials by the Foundation.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Foundation Collaborators" means those third parties to whom the Foundation grants the right to use the Material for HD Research and Development, including any entity collaborating with the Foundation in the conduct of HD Research and Development and/or fee for service laboratories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development.
 - (b) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of HD other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
 - (c) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other substances created by the Foundation or a Foundation Collaborator through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.

- (d) "Modifications" means substances created by the Foundation or a Foundation Collaborator which contain/incorporate the Material.
- (e) "Original Materials" means the materials described on Schedule A.
- (f) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
- (g) "Unmodified Derivatives" means substances created by the Foundation or a Foundation Collaborator which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of the Original Materials; No Warranties; Ownership.

- (a) Provision of the Original Materials; No Warranties.
 - (i) Provision of the Original Materials. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the Provider shall provide to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator) **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]. [The Foundation shall reimburse the Provider for the cost of the delivery of the Original Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Original Material is provided at no cost.]/[The Original Material is provided subject to the payment of a transmittal fee by the Foundation in the amount of \$[____] which is the Provider's reasonable direct costs associated with so providing the Original Material.] [SELECT AS APPROPRIATE]**
 - (ii) No Warranties. Any Original Materials provided to the Foundation hereunder are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
- (b) Ownership.

- (i) Ownership of the Material. As between the Provider and the Foundation or any Foundation Collaborator, the Provider shall retain ownership of the Material, including any Material contained or incorporated in any Modification.
 - (ii) Ownership of Modifications and Other Substances. As between the Provider and the Foundation or any Foundation Collaborator, the Foundation or Foundation Collaborator, as the case may be, retains ownership of: (A) Modifications (except that the Provider retains ownership rights to the Material included therein) and (B) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives).
- 3. Non-Exclusive License; Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators; Use of the Material.
 - (a) Non-Exclusive License. The Provider hereby grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material for the sole purpose of conducting HD Research and Development.
 - (b) Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators. The Provider (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material shall be stored, handled and distributed on behalf of the Foundation by a Foundation Collaborators engaged by the Foundation to store, handle and distribute the Material, (B) the programs of HD Research and Development shall be conducted by one or more Foundation Collaborators and (C) the Material may be transferred, and the rights granted to the Foundation pursuant to Section 3(a) of this Agreement may be sublicensed, to the Foundation Collaborators.
 - (c) Use of the Material. The Foundation hereby agrees:
 - (i) to use the Material for the sole purpose of conducting HD Research and Development and for no other purpose;
 - (ii) to use the Material in compliance with all applicable laws, rules and regulations;
 - (iii) not to use the Material in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (iv) except as expressly permitted by this Agreement, not to transfer the Material to any third party; and

- (v) cause each Foundation Collaborator to agree to comply with each of Section 3(c)(i), Section 3(c)(ii), Section 3(c)(iii) and Section 3(c)(iv) of this Agreement.
- 4. Intellectual Property; Acknowledgements of the Foundation in Respect of Intellectual Property.
 - (a) Intellectual Property. The Provider hereby acknowledges and agrees that nothing in this Agreement gives the Provider any ownership interests or intellectual property or other rights in any (i) any substances created by the Foundation or any Foundation Collaborator through the use of the Material other than as expressly provided in Section 2(b)(ii) of this Agreement or (ii) any results, discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, data or collections of data conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material. The Provider hereby further acknowledges and agrees that the Foundation and Foundation Collaborators are free to file patent application(s) claiming inventions conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material; provided, that, the Foundation agrees, and shall cause each Foundation Collaborator to agree, not to file any patent application containing a composition of matter claim for the Material, per se.
 - (b) Acknowledgements of the Foundation in Respect of Intellectual Property. The Foundation acknowledges, and shall cause each Foundation Collaborator to acknowledge, that the Material is, or may be, the subject of a patent application. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to the Foundation or any Foundation Collaborator under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents of the Provider for any purpose other than HD Research and Development.
- 5. Acknowledgement of the Source of the Material. The Foundation agrees, and shall cause each Foundation Collaborator to acknowledge and agree, to provide appropriate acknowledgement of the source of the Material in all publications related to HD Research and Development conducted using the Material.
- 6. Assumption of Liability; Indemnification; Limitation on Damages.

- (a) Assumption of Liability; Indemnification. Except to the extent prohibited by law, the Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. The Provider will not be liable to the Foundation for any loss, claim or demand made by the Foundation or a Foundation Collaborator, or made against the Foundation or a Foundation Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. Except to the extent prohibited by law, the Foundation will defend and indemnify the Provider (and its directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Provider to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator.
- (b) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) DEATH OR PERSONAL INJURY OR (II) FRAUD.
7. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Foundation and such breach is not remedied within 45 days of the receipt by the Foundation of notice of such breach from the Provider.
- (b) Effect of Termination. Upon any termination of this Agreement, the Foundation (i) will immediately discontinue its use of the Material and any Modifications and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications.
- (c) Survival of Certain Provisions. This Section 7 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14 and Section 15 of this Agreement shall survive any termination of this Agreement.
8. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered

shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Fax: 212-239-2101
Attention: General Counsel

If to the Provider to:

[_____]
[_____]
[_____]

Attention: [_____]
Fax: [_____]

9. Assignment. The Foundation may not assign this Agreement without the written consent of the Provider.
10. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.

11. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
13. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
14. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
16. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the parties hereto have executed this Material Transfer Agreement as of the date first written above.

PROVIDER:

[_____][INSERT NAME OF THE PROVIDER]

By: _____

Name:

Title:

FOUNDATION:

CHDI Foundation, Inc.

By: _____

Name:

Title:

Schedule A to Material Transfer Agreement

(Original Materials)

<u>Item</u>	<u>Description of Original Material</u>	<u>Amount</u>
1		
2		
3		
4		
5		
6		
7		

[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH MATERIAL TO BE PROVIDED]

Addendum No. 1 to Research Agreement

(Foundation Supplied Compound Addendum)

FOUNDATION SUPPLIED COMPOUND ADDENDUM

1. Definitions.

- (a) General. Except as provided in this addendum (this "Addendum"), capitalized terms used in this Addendum but not otherwise defined shall have the meanings ascribed thereto in the Agreement.
- (b) Additional Definitions. For the purposes of the Agreement and this Addendum, the following terms have the meanings set forth below:
 - (i) "Foundation Supplied Compounds" means those compounds set forth on the Schedule 1 to this Addendum (the "Foundation Compound Schedule") as such schedule may be supplemented from time to time by the Foundation in its sole discretion. Any such supplement to the Foundation Compound Schedule shall be provided by the Foundation to the Research Institution in the form of a written notice containing a revised Foundation Compound Schedule which revised Foundation Compound Schedule shall replace the then existing Foundation Compound Schedule in its entirety and be annexed to, and form a part of, the Agreement and this Addendum.
 - (ii) "Foundation Supplied Compound Results" means any scientifically valid methods, data, outcomes or other results made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, any Foundation Supplied Compound.

2. Not Results. Notwithstanding Section 5(b) of the Agreement, the Foundation Supplied Compound Results shall not be considered "Results" for the purpose of Section 6 of the Agreement.

3. Intellectual Property.

- (a) Definitions. No intellectual property conceived, discovered, invented or Made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, any Foundation Supplied Compound shall constitute a Patentable Invention or Other Intellectual Property.
- (b) Ownership of Intellectual Property Related to Foundation Supplied Compounds. The Research Institution shall have no ownership interest, intellectual property or other rights in any intellectual property (including any Patentable Invention or Other Intellectual Property) conceived, discovered, invented or Made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, any Foundation Supplied Compound. With respect to each Foundation Supplied Compound, the Research Institution shall assign, and hereby does assign, to the owner(s) of such Foundation Supplied Compound all right, title and interest of the Research Institution in and to any

intellectual property conceived, discovered, invented or Made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, such Foundation Supplied Compound and will cooperate and assist such owner(s), at such owner(s) expense, in obtaining patent or other appropriate protection of any such intellectual property.

4. Limited Use of Foundation Supplied Compounds; Confidential Information. The Research Institution and the Researcher (a) shall use the Foundation Supplied Compounds for the sole purpose of conducting the Research Project and for no other purpose and (b) shall not transfer the Foundation Supplied Compounds to any third party. Except as expressly permitted by this Agreement, neither the Research Institution nor the Researcher will, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Supplied Compounds or the properties thereof (chemical, biochemical, physical, biological or other). The Research Institution and the Researcher shall treat (i) all information provided to them by the Foundation in respect of any Foundation Supplied Compound and (ii) all Foundation Supplied Compound Results as Confidential Information. The exception provided in Section 18(f) of the Agreement shall not apply to any such Confidential Information.
5. Disclosure. Subject to the terms of any agreement between the Foundation and any third party (other than the Research Institution), the Foundation shall have the right to disclose any Foundation Supplied Compound Results to any individual or organization without any restrictions.

Single Agreement; Inconsistent Terms. This Addendum is hereby annexed to and forms a part of the Agreement. In the event of any inconsistency between the provisions of this Addendum and those contained in the Agreement to which this Addendum is annexed, the provisions of this Addendum shall govern and be binding.

Schedule 1 to Addendum No. 1 to Research Agreement

(Foundation Supplied Compounds)

[FOUNDATION TO PROVIDE INITIAL LIST OF COMPOUNDS]

RESEARCH AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

RESEARCH AGREEMENT (this "Agreement"), dated as of [____] (the "Effective Date"), by and between [____] (the "Research Institution") and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). The Research Institution and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Research Institution conducts research in the interest of contributing to and promoting the public good and welfare.

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments, cures and preventions of Huntington's disease.

To further the Foundation's objective, the Foundation desires to fund certain research to be conducted at the Research Institution and, in the interest of the public good and welfare, the Research Institution is prepared to conduct that research.

The Parties have entered into this Agreement for the purpose of, among other things, ensuring that the results of that research are made readily available in a timely fashion to accelerate scientific discovery and facilitate the development of products that diagnose, treat, cure and prevent Huntington's disease.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Researcher; Research Project

1. Researcher. The "Researcher" means **[each of]** the individual[(s)] identified as such in Appendix A. **[The Research Institution hereby acknowledges and agrees that references in this Agreement to the Researcher shall be to each of the individuals identified as a Researcher in Appendix A.] [INCLUDE ONLY IF MULTIPLE PIs AT ONE INSTITUTION]**
2. Research Project; Conduct of the Research Project**;**Limited Right to Subcontract Project Activities**;**[INCLUDE AS NECESSARY]**;**Interim Research Project Review; Continuation of the Research Project **[INCLUDE ONLY FOR MULTIYEAR PROPOSALS]** **;** Foundation Provided Materials **[INCLUDE ONLY IF FOUNDATION PROVIDING MATERIALS]**.
 - (a) Research Project. The "Research Project" means the program of scientific research described in Appendix B.

- (b) Conduct of the Research Project**[;Limited Right to Subcontract Project Activities]****[INCLUDE AS NECESSARY]**.
- (i) Conduct of the Research Project. Each of the Research Institution and the Researcher will use, or cause to be used, reasonable scientific efforts to conduct the Research Project in accordance with Appendix B. If at any time the Research Institution or the Researcher makes a good faith determination that (A) the Research Project cannot be conducted substantially in accordance with Appendix B or the Budget (as defined in Section 3(a) of this Agreement) or (B) continued conduct of the Research Project in accordance with Appendix B is unlikely to yield scientifically valid or useful results, the Research Institution shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.
- (ii) **[Limited Right to Subcontract Project Activities]****[INCLUDE AS NECESSARY]**. The Parties hereby acknowledge and agree that the Research Institution may sub-contract those activities expressly set forth in the Appendix B to be conducted by the third party (each such third party hereinafter referred to as a "Subcontractor") set forth in Appendix B. The Research Institution hereby agrees that (A) each Subcontractor shall agree in writing to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement as if the Subcontractor were a party hereto and (B) the Research Institution shall cause each Subcontractor to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement. The Research Institution hereby further agrees that the Research Institution shall be solely responsible and liable for the activities conducted by each Subcontractor as if such activities were conducted by the Research Institution.**[INCLUDE AS NECESSARY]**
- (c) Interim Research Project Review; Continuation of the Research Project. The Foundation shall have the right to elect not to provide financial support for any subsequent budget period of the Research Project by giving written notice (a "Discontinuation of Funding Notice") to the Research Institution to such effect at any time prior to that date that is 30 days prior to the end of the then-current budget period of the Research Project.**[INCLUDE ONLY FOR MULTI-YEAR PROPOSALS]**
- (d) Foundation Provided Materials.
- (i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of providing, or causing to be provided, to the Research Institution sufficient amounts of those materials expressly identified in Appendix B (each such material, a "Foundation Provided Material")

to be provided to the Research Institution by, or on behalf of, the Foundation to enable the Research Institution to conduct the Research Project. The Foundation shall also be responsible for all aspects of providing, or causing to be provided, to the Research Institution all information relating to a Foundation Provided Material that is necessary to enable the Research Institution to conduct the Research Project (all such provided information, the "Foundation Provided Material Information"). The Foundation hereby represents and warrants that the Foundation shall have the right to transfer, or cause to be transferred, to the Research Institution for the sole purpose of the conduct of the Research Project all Foundation Provided Materials and Foundation Provided Material Information. The Foundation hereby further represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution by, or at the direction of, the Foundation will be provided to the Research Institution in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.

- (ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Research Institution hereby agrees that the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project) and the Foundation Provided Material Information (i) shall be used by the Research Institution for the sole purpose of conducting the Research Project and for no other purpose and (ii) shall not, without the prior written consent of the Foundation, be transferred to any third party. Except to the extent required to enable the Research Institution to conduct the Research Project, the Research Institution hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project) or the properties thereof (chemical, biochemical, physical, biological or other). The Research Institution hereby acknowledges and further agrees that (A) as between the Research Institution and the Foundation, the Foundation owns the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project) and the Foundation Provided Material Information and (B) the Research Institution shall have no ownership or other interest in any Foundation Provided Materials (including any Foundation Provided Materials contained or

incorporated in any substances created in the course of the conduct of the Research Project) or Foundation Provided Material Information. Immediately upon the earlier to occur of (A) the completion of the Research Project and (B) the termination or expiration of this Agreement, the Research Institution shall appropriately discard or destroy all such unused Foundation Provided Materials.

- (iii) **Intellectual Property Rights in Respect of the Foundation Provided Materials.** The Research Institution acknowledges that the Foundation Provided Materials are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Research Institution under any patents, patent applications, trade secrets or other proprietary rights of the Foundation, including any altered forms of the Foundation Provided Materials made by the Research Institution. In particular, no express or implied licenses or other rights are provided to use the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project), or any related patents of the Foundation for any purpose other than the conduct of the Research Project. The Research Institution is free to file patent application(s) claiming inventions made by the Research Institution through the use of the Foundation Provided Materials but agrees not to file any patent application claiming, the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project) or method(s) of manufacture or uses of the Foundation Provided Materials.] [INCLUDE ONLY IF FOUNDATION PROVIDING MATERIALS]

Financial Support

3. Financial Support for the Research Project; Sources of Funding.
- (a) Obligation of the Foundation to Provide Financial Support. The Foundation will provide financial support for the Research Project as provided herein. The amount, purpose, timing and conditions of such financial support (the "Budget") shall be as set forth in Appendix A. Unless otherwise agreed to by the Foundation pursuant to a notice delivered to the Research Institution in accordance with this Agreement, all work shall be performed and funds expended for the purposes and within the time periods set forth in the Budget. Any funds not so expended or committed shall, unless otherwise agreed, be promptly returned to the Foundation.
- (b) Sources of Funding. The Research Institution understands that the Foundation may solicit financial support for the Research Project from third parties and

agrees to use any financial support so offered to pay for items in the Budget. Such financial support shall be utilized in accordance with, and subject to, the terms and conditions of this Agreement. Notwithstanding the foregoing, prior to accepting any financial support from any such third party, the Research Institution shall have the right to (i) reasonably request information regarding the source of such financial support to determine whether the acceptance by the Research Institution of such financial support from such third party would violate the stated policies of the Research Institution and (ii) refuse to accept such financial support if in the reasonable determination of the Research Institution the acceptance of such financial support from such third party would violate the stated policies of the Research Institution. Any such determination by the Research Institution shall not relieve the Foundation of its obligations to provide financial support to the Research Institution in accordance with the terms of this Agreement.

4. Conditions to the Foundation's Financial Support. The Foundation may, but shall not be obligated to, advance any previously committed financial support for the Research Project to the Research Institution upon the occurrence and continuation of any of the following events:
- (a) Death, Incapacity or Employment of Researcher. The Researcher dies, suffers an incapacitating accident or illness, leaves the employ of the Research Institution or takes a sabbatical or leave of absence from the Research Institution;
 - (b) Interruption. The Research Project is interrupted for more than 30 consecutive days at any time, or for more than 45 days in any 12 month period;
 - (c) Change in Research Project. The Research Institution gives a Change of Circumstances Notice to the Foundation;
 - (d) Lack of Approvals. The Research Institution notifies the Foundation that due to lack of necessary approvals it is incapable of performing its obligations under this Agreement;
 - (e) Duties of the Researcher. The duties of the Researcher set forth in this Agreement are not fulfilled; or
 - (f) Breach of this Agreement. There is a material breach of this Agreement by the Research Institution.

Publication; CHDI Research Group and Results Sharing

5. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

- (a) "Publish" means (i) to publish in a peer reviewed scientific journal of general circulation or (ii) present at a scientific meeting and "Publication" has a corresponding meaning.
 - (b) "Results" means any scientifically valid methods, data, outcomes or other results made in the course of the conduct, or resulting from the performance, of the Research Project.
 - (c) "Third Party Results" means any scientifically valid methods, data, outcomes or other results (i) made in the course of the conduct, or resulting from the performance, of research conducted by members of the CHDI Research Group (as defined in Section 7(a) of this Agreement) (other than the Research Institution and the Researcher) and (ii) funded by the Foundation or one of its affiliates.
6. Exclusive Right to Publish; Notice of Planned Publication or Other Public Disclosure by the Researcher; Foundation's Right of Review Prior to Publication or Other Public Disclosure by the Researcher.
- (a) Exclusive Right to Publish. The Researcher shall have (i) the sole and exclusive right to Publish Results and (ii) the sole and final authority over any and all decisions related to Publication of Results. The Researcher shall use reasonable efforts to Publish, cause to be Published or otherwise publicly disseminate Results as soon as reasonably possible after such Results have been produced. The Researcher hereby agrees to provide appropriate acknowledgement of the Foundation's support of, and contribution to, the Research Project in any Publication of the Results.
 - (b) Notice of Planned Publication or Other Public Disclosure by the Researcher; Foundation's Right of Review Prior to Publication or Other Public Disclosure by the Researcher. The Researcher shall provide the Foundation with a copy of any manuscript, abstract or presentation containing or based upon any Results for the Foundation's review and comment pursuant to this Section 6(b) prior to the submission to a journal for review for Publication or other public disclosure of such manuscript, abstract or presentation. The Foundation shall have a period (the "Publication Review Period") of (i) 30 days following the receipt of a proposed manuscript and (ii) 10 days following the receipt of an abstract or presentation in which to review and comment on the proposed manuscript, abstract or presentation, as the case may be. In the event the Foundation identifies in writing information in any such manuscript, abstract or presentation which could constitute an enabling disclosure or other public disclosure that could adversely affect potential intellectual property rights associated with the Results, the Research Institution shall either remove such information from such manuscript, abstract or presentation or delay the Publication or other public disclosure until the earlier to occur of any of the following: (A) the Research Institution makes the filings necessary to protect such potential intellectual property rights, (B) the Foundation shall, pursuant to Section 12(a) of this

Agreement, elect to cause the Research Institution to make the filings necessary to protect such potential intellectual property rights by delivering a Foundation Patent Filing Notice (as defined in Section 12(a) of this Agreement) and (C) the Research Institution's technology transfer office and the Foundation have jointly determined that there is no potential adverse affect to such potential intellectual property rights. If there are any changes made to any proposed manuscript, abstract or presentation that has previously been provided to the Foundation (other than changes that have been agreed upon by the Foundation) which could constitute an enabling disclosure or other public disclosure that could adversely affect potential intellectual property rights associated with the Results, (1) the Researcher shall provide the Foundation with a copy of such revised manuscript, abstract or presentation and (2) the review and comment rights provided to the Foundation under this Section 6(b) shall apply to such revised manuscript, abstract or presentation.

7. CHDI Research Group; Sharing of Results With Others.

- (a) CHDI Research Group. The Researcher and the Research Institution hereby acknowledge and agree that they are participating in a community of investigators and organizations (the "CHDI Research Group") funded by the Foundation and its affiliates whose objective is to find diagnoses, treatments, cures and preventions of Huntington's disease.
- (b) Delivery of Results to the Foundation; Withdrawal of Results. The Researcher and/or the Research Institution shall inform the Foundation of all Results produced or discovered within a reasonable period of time following the production or discovery of each such Result. If at any time after informing the Foundation of Results pursuant to this Section 7(b), the Researcher or the Research Institution determines that there is a reasonable scientific basis to conclude that such Results are not scientifically valid, the Researcher or the Research Institution may so notify the Foundation and (i) the Foundation shall take reasonable steps to notify third parties to whom such Results have been disclosed that such Results are no longer scientifically valid and (ii) such Results shall not be deemed to be Results.
- (c) Disclosure of Results Within the CHDI Research Group. The Foundation may disclose Results to any member of the CHDI Research Group who has agreed to each of the covenants set forth in Section 7(d) of this Agreement with respect to any Results disclosed to such member.
- (d) Disclosure of Third Party Results to the Researcher or the Research Institution. With respect to any Third Party Results disclosed to the Researcher or the Research Institution, each of the Researcher and the Research Institution hereby agree:

- (i) to hold all Third Party Results in confidence until such Third Party Results are Published or otherwise made publicly available (except by breach of this Agreement) so that the disclosure of the Third Party Results among members of the CHDI Research Group does not constitute a public disclosure and so that the ability to patent the Third Party Results is preserved; provided, however, neither the Researcher or the Research Institution shall be required to hold any Third Party Results in confidence if such Third Party Results (A) were previously known by the Researcher or the Research Institution other than by reason of disclosure by the Foundation; (B) were publicly disclosed except by breach of this Agreement either prior to or subsequent to the receipt of such Third Party Results by the Researcher or the Research Institution; (C) are rightfully received by the Researcher or the Research Institution from a third party without an express obligation of confidence to the Foundation or the member of the CHDI Research Group who discovered such Third Party Results; (D) are independently developed by the Researcher or the Research Institution without use or reliance upon Third Party Results provided by the Foundation; or (E) are disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Researcher or the Research Institution, as the case may be, takes reasonable steps to provide the Foundation with sufficient prior notice in order to allow the Foundation to contest such request, requirement or order;
- (ii) to discuss the Third Party Results only with those members of the laboratories of the Researcher that are advised (A) of the confidential nature of the Third Party Results and (B) that the Third Party Results must not be shared with anyone outside of the laboratories of the Researcher until the Third Party Results are made publicly available;
- (iii) until the Third Party Results are made publicly available, to not Publish or otherwise publicly disclose methods, data or other results which are derived using the Third Party Results without appropriate written permission; and
- (iv) to acknowledge other researchers appropriately if the Third Party Results have contributed to a Publication or presentation of Results.
- (e) Disclosure not to Constitute Publication. The Parties acknowledge that it is the intention of the Foundation, the Research Institution and the other members of the CHDI Research Group that the sharing of Results and Third Party Results among members of the CHDI Research Group is to be conducted in a manner so that such sharing shall not constitute "disclosure" for patent purposes.
- (f) Disclosure of Results Outside the CHDI Research Group. On and after the date (the "Disclosure Date") which is two years following the End Date specified in

Appendix A, the Foundation shall have the right to disclose (other than through Publication) all Results to any individual or organization without any restrictions unless prior to the Disclosure Date the Researcher or the Research Institution notifies the Foundation that there exists good reasons for such disclosure to be withheld for an additional six-month period, in which case the Disclosure Date will be extended for an additional six months and the provisions of this Section 7(f) shall apply to such new Disclosure Date.

Intellectual Property

8. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
- (a) "Bayh Dole Act" means 35 U.S.C. §§200-212 (1984), as amended from time to time, and the rules and regulations promulgated thereunder.
 - (b) "HD Field of Use" means any activity useful for creating, researching, developing, manufacturing, distributing or selling a product, process or service for diagnosing, treating, curing or preventing Huntington's disease.
 - (c) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).
 - (d) "Made" when used in relation to any Patentable Invention means the conception or first actual reduction to practice of such Patentable Invention.
 - (e) "Other HD Intellectual Property" means any Other Intellectual Property relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.
 - (f) "Other Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data conceived, discovered or invented in the course of the conduct, or resulting from the performance, of the Research Project which is not a Patentable Invention.

- (g) "Patentable Invention" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data Made in the course of the conduct, or resulting from the performance, of the Research Project which (i) is or may be patentable or otherwise protectable under Title 35 U.S.C. and corresponding legislation in other jurisdictions and (ii) is the subject of a patent or pending patent application, including any continuation, continuation-in-part, division, extension, substitute, re-examination, reissue and any other derivative application or patent.
- (h) "Patentable HD Invention" means any Patentable Invention relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.
- (i) "Research Materials" means any reagents, cell lines, compounds, animal models or other materials produced in the course of the conduct of the Research Project.

9. Ownership.

- (a) Ownership Rights of the Research Institution. The Research Institution shall own all intellectual property (including Patentable Inventions and Other Intellectual Property) conceived, discovered or invented in the course of the conduct of the Research Project. The Research Institution hereby agrees that it will not sell or otherwise transfer title to any Patentable HD Inventions or Other HD Intellectual Property to any third party unless such third party takes title to such Patentable HD Inventions or Other HD Intellectual Property (i) subject to the rights of the Foundation in such Patentable HD Inventions or Other HD Intellectual Property under this Agreement and (ii) assumes the obligations of the Research Institution with respect to such Patentable HD Inventions or Other HD Intellectual Property under this Agreement.
- (b) Ownership Rights of the Foundation. Except as expressly set forth in this Agreement, the Foundation shall have no interest in any intellectual property conceived, discovered or invented in the course of the conduct of the Research Project.

10. Inventorship. The identity of the inventor of all Patentable Inventions shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).

11. Disclosure of Inventions; Disclosure of Patent Filings.

- (a) Inventions. If the Research Institution or the Foundation believes any intellectual property (including Patentable Inventions and Other Intellectual Property) has been conceived, discovered or invented in the course of the conduct of the Research Project, such Party will promptly give notice (an "Invention Notice") of such intellectual property to the other Party.
- (b) Right of Research Institution to Prosecute Patents; Disclosure of Patent Applications.
 - (i) Right of Research Institution to Prosecute Patents. Notwithstanding any other provision of this Agreement, at any time and from time to time, the Research Institution shall have the right, at its sole cost and expense, to file in the name of the Research Institution (A) a provisional patent application or (B) a patent application (including a patent application corresponding to a previously filed provisional patent application) claiming any Patentable Invention which is the subject of an Invention Notice.
 - (ii) Disclosure of Patent Applications. Within 30 days following the filing of a patent application (including provisional patent applications and each patent application filed corresponding to a previously filed provisional patent application) claiming any Patentable Invention, the Research Institution shall give notice (a "Patent Notice") to the Foundation setting forth the date of filing of such patent application and shall include with such notice a complete and accurate copy of the patent application filed.

12. Patent Expenses; Prosecution of Patents.

- (a) Foundation Election to Have Patent Filings Initiated. At any time and from time to time, the Foundation shall have the right to elect to cause the Research Institution to file in the name of the Research Institution (i) a provisional patent application or (ii) a patent application (including a patent application corresponding to a previously filed provisional patent application) claiming any Patentable HD Invention which is the subject of an Invention Notice by providing notice (a "Foundation Patent Filing Notice") of such election to the Research Institution; provided, that, the Research Institution has not previously filed a provisional patent application or patent application, as the case may be, claiming such Patentable HD Invention which is the subject of such Invention Notice.
- (b) Obligation of the Foundation to Pay Patent Expenses. The Foundation hereby agrees to reimburse the Research Institution for all reasonable out-of-pocket costs and expenses (including attorneys' fees) incurred by the Research Institution to prepare, file, prosecute and maintain the appropriate filings to protect the Research Institution's rights in any Patentable HD Invention ("Patent Expenses") which is the subject of a Foundation Patent Filing Notice. The Research Institution shall submit invoices (including all relevant receipts) for all such

Patent Expenses to the Foundation on a quarterly basis. Each invoice shall be paid by the Foundation within 30 days of the receipt of such invoice from the Research Institution for such Patent Expenses.

- (c) Covenants of the Research Institution. Upon receipt of a Foundation Patent Filing Notice, the Research Institution hereby agrees to promptly (i) give all notices required by, and comply with all other requirements of, the Bayh Dole Act to preserve the Research Institution's rights in such Patentable HD Invention as appropriate; (ii) prepare, file, prosecute and maintain, as applicable, the appropriate filings to protect the Research Institution's rights in such Patentable HD Invention applying the same standards of protection as the Research Institution would apply for similar inventions owned by the Research Institution; and (iii) provide the Foundation with copies of all correspondence and other documents with respect to such filings for such Patentable HD Invention that come into the possession or control of the Research Institution.
- (d) Election of the Foundation to Discontinue Payment of Patent Expenses. At any time the Foundation shall have the right to elect to cease to reimburse the Research Institution for the Patent Expenses in respect of any Patentable HD Invention which is the subject of a Foundation Patent Filing Notice by providing notice of such election to the Research Institution. Upon receipt of such notice by the Research Institution, the Foundation shall no longer be responsible for reimbursing the Research Institution for such Patent Expenses; provided, however, the Foundation shall be responsible for all Patent Expenses incurred by the Research Institution through the date of receipt of such notice by the Research Institution. The Foundation hereby agrees to use reasonable efforts to keep the Research Institution advised of its deliberations regarding its determinations as to electing to cease reimbursing the Research Institution for the Patent Expenses in respect of any Patentable HD Invention which is the subject of a Foundation Patent Filing Notice.
- (e) Election of the Research Institution to Discontinue Prosecution of Patentable HD Inventions. At any time the Research Institution may determine that it no longer desires to prepare, file, prosecute and maintain, as applicable, the patents for any Patentable HD Invention for which the Patent Expenses are not being reimbursed by the Foundation, provided, that, the Research Institution shall first give notice of such determination to the Foundation and the Foundation shall have 30 days from the receipt of such notice to elect to (i) cause the Research Institution to comply with the obligations of the Research Institution set forth in Section 12(c) of this Agreement with respect to such Patentable HD Invention by providing a notice of such election to the Research Institution (which notice shall be deemed a Foundation Patent Filing Notice) and (ii) pursuant to the terms of this Agreement, reimburse the Research Institution for the Patent Expenses the Research Institution incurs after the receipt of such notice by the Research Institution.

13. Non-Exclusive Licenses.

- (a) Non-Exclusive Licenses of Patentable HD Inventions. With respect to each patent (including (i) any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent or (ii) any intellectual property rights claimed in respect of such patent) claiming a Patentable HD Invention, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (A) make, have made, use and have used products or processes resulting from such Patentable HD Invention, (B) practice and have practiced such Patentable HD Invention and (C) use and have used the Confidential Information (as defined in Section 18 of this Agreement) relating to such Patentable HD Invention. The foregoing license (1) shall be for HD Research and Development only, (2) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (3) shall not be subject to royalties or other fees and (4) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (a) is granted without payment of royalties, other fees or profit and (b) prohibits the sublicensee from granting sublicenses.
- (b) Non-Exclusive Licenses of Other HD Intellectual Property. With respect to any Other HD Intellectual Property, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (i) make, have made, use and have used products or processes resulting from such Other HD Intellectual Property, (ii) practice and have practiced such Other HD Intellectual Property and (iii) use and have used the Confidential Information relating to such Other HD Intellectual Property. The foregoing license (A) shall be for HD Research and Development only, (B) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (C) shall not be subject to royalties or other fees and (D) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (1) is granted without payment of royalties, other fees or profit and (2) prohibits the sublicensee from granting sublicenses.
14. Non-Assert Covenant. The Research Institution hereby undertakes not to bring any action or assist others in bringing any action, and undertakes to ensure, by contract or otherwise, that its licensees and assignees of any Patentable Invention or Other Intellectual Property will not bring any action or assist others in bringing any action, against the Foundation, its licensees or assignees of any Patentable HD Invention or Other HD Intellectual Property or any other person on the ground that the practice or use, as the case may be, of (a) the inventions described or claimed in any Patentable HD Invention or (b) Other HD

Intellectual Property for HD Research and Development infringes or misappropriates the proprietary rights of the Research Institution, its licensees or assignees in any Patentable Invention or Other Intellectual Property.

15. Commercial Licenses.

(a) Consultations Between the Research Institution and the Foundation Regarding Commercial Licenses.

- (i) Good Faith Consultations. The Research Institution and the Foundation hereby agree to consult, and work in partnership, with each other in accordance with the provisions of this Section 15 concerning the grant of any license of any Patentable HD Inventions, Other HD Intellectual Property or Research Materials for uses other than HD Research and Development (any such license hereinafter referred to as a "Commercial License"). With respect to any decision regarding the granting of any Commercial License, the Research Institution and the Foundation hereby further agree to (A) act in good faith and on a responsive basis and (B) except as expressly permitted by Section 15(c) of this Agreement, make such decision on a reasonable basis using the principles and guidelines set forth in Section 15(b) of this Agreement.
- (ii) Right to Make Proposal Regarding the Granting of a Commercial License. The Research Institution and the Foundation hereby agree (A) that either Party may submit to the Parties for their consideration under this Section 15 a proposal for the granting of a Commercial License and (B) to consult and make a determination regarding the granting of a Commercial License in respect of such proposal in accordance with the provisions of this Section 15.

(b) Principles and Guidelines for Granting Commercial Licenses.

- (i) Basic Principles and Guidelines. The Research Institution and the Foundation hereby agree that a Commercial License shall be granted if and only if the Research Institution and the Foundation agree that the granting of such Commercial License is reasonably likely to:
 - (A) maximize the positive impact of the subject matter of the license on the health and well-being of Huntington's disease patients;
 - (B) maximize the availability of diagnostic or therapeutic products to Huntington's disease patients; and
 - (C) maximize the speed at which diagnostic or therapeutic products are available to Huntington's disease patients.

- (ii) Basic Commercial License Agreement Principles and Guidelines. In addition to the principles and guidelines set forth in Section 15(b)(i) of this Agreement, the Research Institution and the Foundation hereby further agree that a Commercial License shall be granted if and only if the Research Institution and the Foundation mutually agree that the terms of conditions of the agreement in respect of such Commercial License incorporates the following terms, principles and guidelines:
 - (A) reasonable performance milestones and a demonstrated capacity of the licensee to be able to meet those milestones;
 - (B) reasonable business terms and conditions that are in keeping with the then existing market standards for agreements of such type and nature in respect of similar technology and in similar disease indications; and
 - (C) standard licensing terms with respect to confidentiality, indemnification, termination, etc.
- (c) Limited Right to Grant Non-Exclusive Commercial Licenses.
 - (i) Limited Right to Grant Non-Exclusive Commercial Licenses. Subject to the provisions of this Section 15, the Research Institution shall have the right to grant a non-exclusive, non-transferable, non-assignable Commercial License in respect of a Patentable HD Invention or Other HD Intellectual Property; provided, that, the granting of such a Commercial License would not have a material adverse effect on the usefulness or value (commercial or otherwise) of such Patentable HD Invention or Other HD Intellectual Property.
 - (ii) Basic License Agreement Terms. Each Commercial License granted by the Research Institution under this Section 15(c) shall be (A) granted upon market terms and conditions (financial and otherwise) and (B) subject to a license agreement that (1) complies with the provisions of this Agreement and (2) contains such additional terms and conditions generally found in agreements of this type and nature; provided, that, such additional terms and conditions are not inconsistent with the terms described above.
 - (iii) Prior Notice of the Granting of a Non-Exclusive Commercial Notice. The Research Institution shall provide the Foundation with written notice of its intention to grant a Commercial License pursuant to this Section 15(c) at least 30 days prior to granting such Commercial License. Such notice shall describe in reasonable detail the proposed Commercial License to be granted including, without limitation, a detailed description of the Patentable HD Invention or Other HD Intellectual Property to be licensed, the facts and circumstances in respect of the Research Institution's

decision to grant such Commercial License, the nature, terms and conditions of such Commercial License, the consideration to be paid for such Commercial License, and the name and address of the prospective licensee.

- (d) Resolution of Disputes Regarding the Granting of Commercial Licenses.
- (i) Commercial Licenses Granted Pursuant to Section 15(b). If the Research Institution and the Foundation do not reach a mutual agreement regarding the granting of a Commercial License subject to the provisions of Section 15(b) of this Agreement in respect of a proposal for the granting of a Commercial License submitted by either of the Parties for their consideration in accordance with the provisions of this Section 15 within 90 days of the date of the submission of such proposal for the Parties' consideration under this Section 15, the Parties hereby agree that the resolution of such disagreement shall be determined in accordance with the dispute resolution procedures set forth in Section 29 of this Agreement.
 - (ii) Commercial Licenses Granted Pursuant to Section 15(c). If the Foundation does not agree with the Research Institution's decision to grant a Commercial License under Section 15(c), the Parties hereby agree that the Foundation shall have the right to have such disagreement resolved in accordance with the dispute resolution procedures set forth in Section 29 of this Agreement.
16. Reservation of Non-Exclusive License; Right to Grant Non-Exclusive Licenses. The Research Institution hereby reserves a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for the practice of all Patentable HD Inventions and Other HD Intellectual Property for academic research purposes only and not for any purpose relating to commercial manufacture or distribution or in lieu of purchase. In addition, the Research Institution hereby further reserves the right to grant non-exclusive licenses throughout the world in respect of all Patentable HD Inventions and Other HD Intellectual Property for purposes of academic research only and not for any purpose relating to commercial manufacture or distribution or in lieu of purchase.
17. Revenue Sharing. If the Research Institution receives any revenue in respect of or pursuant to a Commercial License ("Revenue"), the Parties hereby agree that all such Revenue shall be distributed among the Research Institution, the Researcher and the Foundation as follows:
- (a) First, between the Parties pro rata based upon the amount of costs and expenses paid (and not previously reimbursed) or reimbursed by each Party for (A) preparing and filing any provisional patent application or (B) preparing, filing and prosecuting any patent application filed (and maintaining any patent issued in respect thereof) in respect of each Patentable HD Invention which is being

licensed out of the aggregate amount of all such costs and expenses paid or reimbursed by the Parties in respect of each Patentable HD Invention which is being licensed until an amount equal to the aggregate amount of all such costs and expenses paid or reimbursed by each of the Parties in respect of each Patentable HD Invention which is being licensed has been distributed to the Parties;

- (b) Thereafter, equally between the Research Institution and the Foundation.

Confidential Information; Publicity

18. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean this Agreement and all information provided by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly identified as "Confidential" by the Disclosing Party at the time of disclosure. If such transmittal occurs orally, the Disclosing Party will promptly reduce such transmittal to writing, mark and identify it as confidential, and provide such record to the Receiving Party. Specifically excepted from Confidential Information is all information that: (a) was previously known by the Receiving Party other than by reason of disclosure by the Disclosing Party; (b) is publicly disclosed except by breach of this Agreement either prior to or subsequent to the Receiving Party's receipt of such information; (c) is rightfully received by the Receiving Party from a third party without an express obligation of confidence to the Disclosing Party; (d) is independently developed by the Receiving Party without use or reliance upon Confidential Information provided by the Disclosing Party; (e) is disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party with sufficient prior notice in order to allow the Disclosing Party to contest such request, requirement or order; or (f) was provided by the Disclosing Party more than five years prior to disclosure by the Receiving Party (or if the confidential nature of the information was specifically reaffirmed in writing by the Disclosing Party during such five-year period, five years after such reaffirmation).
19. Confidentiality. The Receiving Party shall not disclose any Confidential Information without prior written authorization from the Disclosing Party, except (a) the Foundation may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 7 of this Agreement; (b) the Foundation may disclose Confidential Information in furtherance of the any license contemplated in Section 13 and Section 15 of this Agreement, provided that the Foundation imposes a corresponding obligation of confidentiality on the third party receiving such Confidential Information; and (c) either Party may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 16 of this Agreement.
20. Publicity. No Party shall use the name, trademarks, logos, physical likeness or other symbol of another Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written consent of an authorized representative of the affected Party, except that (a) either Party may make reference to the Foundation's support of the Research Project, provided that, in any such reference, the

relationship of the Parties shall be accurately and appropriately described and (b) either Party may disclose, without the other Party's approval, (i) the existence of this Agreement; (ii) a general summary of the subject matter of the Research Project; (iii) the aggregate dollar amount of financial support to be provided under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.

Representations and Covenants

21. Representations and Covenants. The Research Institution hereby agrees to each of the following:
- (a) Compliance with Law. The Research Project will be conducted in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.
 - (b) Reports. The Research Institution shall provide the Foundation with (i) written progress reports in respect of the Research Project within 30 days of the end of each consecutive six-month period during the period beginning on the Start Date specified in Appendix A and continuing until the End Date specified in Appendix A and (ii) a final written progress report in respect of the Research Project within 30 days of the End Date specified in Appendix A [(or, if in accordance with **Section 2(c) of this Agreement funding for any subsequent budget period of the Research Project is not to be provided by the Foundation, the within 30 days of the end of the budget period of the Research Project then being funded by the Foundation)**] **[INCLUDE ONLY FOR MULTI-YEAR PROPOSALS]**. Each progress report shall (A) provide a reasonably detailed description of the status and progress (including a reasonably detailed analysis of milestones achieved or not achieved) of the Research Project for the six-month period covered by such progress report and (B) include a copy of all Results and underlying data.
 - (c) Audit; Access. The Research Institution shall provide the Foundation with a financial report detailing the use of all funds expended under this Agreement within 60 days of the **[End Date specified in Appendix A] [USE FOR PROJECTS WITH ONE BUDGET PERIOD]/[end of each budget period specified in Appendix A] [USE FOR PROJECTS WITH MORE THAN ONE BUDGET PERIOD]**. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Research Institution's compliance with this Agreement; provided, however, the Foundation shall not be entitled to exercise such audit rights more than one time during any calendar year and (ii) the Research Institution will provide the Foundation and its representatives with reasonable access to the Research Project facilities, data and personnel (including the Researcher) in order to assess the progress of the Research Project; provided, however, the Foundation shall not be entitled to exercise its access rights more than two times during any calendar year. The

Foundation shall be responsible for any expenses incurred by the Foundation in connection with its exercise of the audit and access rights set forth in this Section 21(c).

- (d) Permits and Approvals. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has obtained all, and will use its best efforts to obtain all future assignments, permits, consents and other approvals necessary for the Research Institution to perform its obligations and convey the rights granted under this Agreement.
- (e) Conflicting Obligations. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has not granted and will not knowingly grant any right, and has not entered into and will not knowingly enter into any agreement or understanding that conflicts with the Research Institution's obligations or the Foundation's rights under this Agreement.
- (f) Capital Equipment. If (i) the Budget includes funds to purchase property specifically identified as "capital equipment" on Appendix A and (ii) either (A) the Research Institution ceases to conduct research supported by the Foundation or (B) the Research Institution continues to conduct research supported by the Foundation but no longer requires the use of such capital equipment in connection with such research, then, at the request of the Foundation, the Research Institution shall transfer title to such capital equipment for nominal consideration to the Foundation or as the Foundation may otherwise direct. Any such capital equipment shall be relocated as directed by the Foundation at the Foundation's expense and risk of loss.
- (g) Research Materials. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, make any Research Materials available to third parties under the terms of the material transfer agreement attached hereto as Exhibit 1. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, make any Research Materials available to the Foundation under the terms of the material transfer agreement attached hereto as Exhibit 2.
- (h) Research Team. The Research Project shall only be conducted by individuals (including the Researcher) who have agreed to assign any rights they may acquire in any resulting intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement. The Research Institution shall cause any such individual to assign any such intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement.
- (i) Responsibility for Breaches by the Researcher. The Research Institution hereby acknowledges and agrees that (a) the failure by the Researcher to (i) discharge the obligations of the Researcher set forth in this Agreement or (ii) comply with the

provisions set forth in this Agreement applicable to the Researcher (including Section 18 and Section 19 of this Agreement to the extent that the Researcher is a Receiving Party of Confidential Information) shall constitute a breach of this Agreement by the Research Institution and (b) the Research Institution shall be liable to the Foundation for any such breach.

- (j) Further Assurances. The Research Institution shall execute such further documents, instruments, licenses and assurances and take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Payments; Use of Funds

22. Payments. Subject to the terms and conditions of this Agreement, payments will be remitted to the Research Institution in US Dollars at the address for payment set forth in Appendix A and shall include a reference to the Researcher.
23. Use of Funds. Unless otherwise agreed to by the Foundation pursuant to a notice delivered to the Research Institution in accordance with this Agreement, all funds provided by the Foundation will be used in accordance with the Budget and for no other purpose. **[USE THE FOLLOWING PROVISIONS IF INDIRECT COSTS WAIVED][The Research Institution confirms that it has agreed to waive its indirect and/or overhead costs on the Research Project and hereby agrees that no financial support provided by the Foundation under this Agreement shall be used to pay for the Research Institution's indirect and/or overhead costs.] [USE THE FOLLOWING PROVISIONS IF INDIRECT COSTS NOT WAIVED][Except to the extent expressly set forth in the Budget, the Research Institution confirms that it has agreed to waive its indirect and/or overhead costs indirect costs on the Research Project. The Research Institution hereby further agrees that, except to the extent expressly set forth in the Budget, no financial support provided by the Foundation under this Agreement shall be used to pay for the Research Institution's indirect and/or overhead costs.]**

Term; Termination; Effect of Termination

24. Term; Termination; Effect of Termination.
- (a) Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the later to occur of (i) the End Date specified in Appendix A **[(or, if in accordance with Section 2(c) of this Agreement funding for any subsequent budget period of the Research Project is not to be provided by the Foundation, the end of the budget period of the Research Project then being funded by the Foundation] [INCLUDE ONLY FOR MULTI-YEAR PROPOSALS]** and (ii) the date on which the final written progress report on the status and progress of the Research Project submitted by the Research Institution pursuant to Section 21(b) of this Agreement is approved

by the Foundation (such approval not to be unreasonably withheld), unless earlier terminated in accordance with the terms hereof.

- (b) Termination by the Foundation. The Foundation may, by giving notice to the Research Institution, elect to terminate this Agreement and discontinue the Research Project upon the occurrence and continuation of any of the following events:
 - (i) Non-Curable Conditions. The occurrence and continuation of any of the events described in Section 4(a) through Section 4(d) of this Agreement.
 - (ii) Breach of this Agreement. If the Research Institution or the Researcher defaults in the performance of any of their respective obligations under this Agreement (including failing to deliver progress reports required to be provided by the Research Institution pursuant to, and in accordance with, Section 17(b) of this Agreement) and such default is not remedied within 45 days of the receipt by the Research Institution of notice of such default from the Foundation.
- (c) Termination by the Research Institution. The Research Institution may, by giving notice to the Foundation, elect to terminate this Agreement and discontinue the Research Project upon the occurrence and continuation of any of the following events:
 - (i) Researcher. The Researcher dies, suffers an incapacitating accident or illness, or leaves the employ of the Research Institution.
 - (ii) Breach of this Agreement. If the Foundation defaults in the performance of any of its obligations under this Agreement and such default is not remedied within 45 days of the receipt by the Foundation of notice of such default from the Research Institution.
- (d) Effect of Termination.
 - (i) In the event (A) the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 24(b)(i) of this Agreement or (B) the Research Institution elects to terminate this Agreement and discontinue the Research Project pursuant to Section 24(c) of this Agreement, (1) the Foundation shall only be obligated to provide financial support to the Research Institution for the Research Project under this Agreement in an amount necessary to pay for all outstanding non-terminable or non-cancelable obligations (whether such obligation is due and payable before, on or after the date of termination of this Agreement) incurred by the Research Institution up to the date of the occurrence of the event giving rise to the Foundation's right to terminate this Agreement under Section 24(b)(i) of this Agreement or the Research Institution's right

to terminate this Agreement under Section 24(c) of this Agreement, as the case may be, and (2) the Research Institution shall pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to the amount all funds previously advanced to the Research Institution under this Agreement but unused through the date of termination of this Agreement in excess of the amount of financial support the Foundation is obligated to provide to the Research Institution under (1) above.

- (ii) In the event the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 24(b)(ii) of this Agreement, (A) the Foundation shall not be obligated to advance any further financial support to the Research Institution for the Research Project under this Agreement; (B) the Foundation shall not be obligated to pay for any outstanding non-terminable or non-cancelable obligations incurred by the Research Institution through the date of termination of this Agreement; and (C) the Research Institution shall pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to the amount all funds previously advanced to the Research Institution under this Agreement but unused up to the date of termination of this Agreement.
- (e) Facilitation of Continued Research. Upon any termination of this Agreement, if requested by the Foundation, the Research Institution will use its reasonable efforts to facilitate the continuance of the Research Project elsewhere.
- (f) Limited Survival of Certain Provisions. This Section 24(f) (Limited Survival) and Section 18 (Confidential Information), Section 19 (Confidentiality), Section 21(b) (Reports), Section 21(c) (Audit; Access) and Section 24(e) (Facilitation) of this Agreement shall survive the termination of this Agreement for a period of five years.
- (g) Indefinite Survival of Certain Provisions. This Section 24(g) (Survival) and **[Section 2(d) (Foundation Provided Materials),][DELETE AS APPROPRIATE IF FOUNDATION NOT PROVIDING MATERIALS]** Section 5 (Definitions), Section 6 (Publication), Section 7 (CHDI Research Group), Section 8 (Definitions), Section 9 (Ownership), Section 10 (Inventorship), Section 11 (Disclosure of Inventions and Patent Filings), Section 12 (Patent Expenses and Prosecution of Patents), Section 13 (Research and Development Licenses), Section 14 (Non-Assert), Section 15 (Commercial Licenses), Section 16 (Reservation of Non-Exclusive Licenses), Section 17 (Revenue Sharing), Section 20 (Publicity), Section 21(f) (Capital Equipment), Section 21(g) (Research Materials), Section 21(h) (Research Team), Section 21(i) (Responsibility for Breaches by the Researcher), Section 21(j) (Further Assurances), Section 27 (Notices), Section 28 (Indemnity), Section 29 (Alternate Dispute Resolution), Section 30 (Assignment), Section 31 (Entire Agreement),

Section 32 (No Waiver), Section 33 (Severability), Section 34 (Interpretation), Section 35 (Governing Law) [and Section 36 (Strict Construction)]/[, Section 36 (Strict Construction) and Section 38 (Foundation Supplied Compound Addendum)][**DELETE AS APPROPRIATE IF SECTION 38 NOT INCLUDED IN AGREEMENT**] of this Agreement shall survive the termination of this Agreement indefinitely.

Miscellaneous

25. Independent Contractor. The Research Institution is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation.
26. Independent Research. Nothing in this Agreement shall be construed to limit the freedom of the Research Institution to engage in similar inquiries made independently under other grants, contracts or agreements with parties other than the Foundation.
27. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the Party at its address set forth in Appendix A or such other address as the Party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.
28. Indemnity.
 - (a) Indemnification by the Foundation. The Foundation shall indemnify the Research Institution, including, as applicable, its members, trustees, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Research Institution (and/or such other related persons) as a result of the Foundation's negligence, willful misconduct or breach of this Agreement.
 - (b) Indemnification by the Research Institution. The Research Institution shall indemnify the Foundation, including, as applicable, its members, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Foundation (and/or such other related persons) as a result of the Research Institution's or the Researcher's negligence, willful misconduct or breach of this Agreement.
29. Alternative Dispute Resolution.
 - (a) Mediation. If a dispute arises out of or relates to this Agreement, or breach thereof, and the dispute is not resolved by negotiation, the Parties hereby agree to try in good faith to settle the dispute through mediation. Either Party to the dispute may give notice to the other Party of such Party's desire to commence

mediation, and a mediation session must take place within 30 days after the date that such notice is given. The Parties must jointly appoint a mutually acceptable mediator. The mediation shall take place in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties). If the Parties are unable to agree upon the appointment of a mediator within 10 days after a Party has given notice of a desire to mediate the dispute, either Party may apply in writing to the organization or person agreed to by the Parties in writing, for appointment of a mediator. The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel. If the dispute is not resolved in this manner within 30 days after the commencement of mediation, either Party may submit the dispute to arbitration pursuant to the terms of this Agreement. The Parties agree that any and all such proceedings shall be confidential.

- (b) Arbitration. In the event that the parties do not resolve the dispute through mediation as provided above, such dispute arising out of or relating to this Agreement, or breach thereof, shall be settled by a single arbitrator in an arbitration in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties) administered by **[JAMS under its Comprehensive Arbitration Rules and Procedures]/[(i) JAMS under (i) its Comprehensive Arbitration Rules and Procedures if the arbitration is held in New York, NY or (ii) the JAMS International Arbitration Rules if the arbitration is held in [____][INSERT NAME OF CITY OUTSIDE USA]]**. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.
30. Assignment. The Research Institution may not assign this Agreement without the written consent of the Foundation. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
31. Incorporation of Addenda, Appendices and Exhibits; Entire Agreement; Amendment. The addenda, appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any addendum, appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Research Project and all prior understandings and agreements relating to the Research Project are superseded hereby. This Agreement may not be amended except by a document signed by the Research Institution and the Foundation.
32. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is

executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.

- 33. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
34. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
35. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
36. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
37. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.
38. [Foundation Supplied Compound Addendum. The Parties hereby agree that Addendum No. 1 (the "Foundation Supplied Compound Addendum") is hereby annexed to and forms a part of the Agreement.] [INCLUDE ONLY IF SCREENING OF FOUNDATION SUPPLIED COMPOUNDS IS CONTEMPLATED IN RESEARCH PROJECT. DELETE ADDENDUM IF THIS SECTION NOT INCLUDED]

* * * * *

In witness to the foregoing, the Parties have executed this Research Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

RESEARCH INSTITUTION:

[Insert Name of Institution]

By: _____
Name:
Title:

[Each of the]/[The] undersigned hereby agrees that I am **[one of]** the Researcher**[(s)]** as defined in this Agreement. I also agree to be bound by the provisions of Section 6 and Section 7 and each of Section 18 and Section 19 of this Agreement to the extent that I am the "Receiving Party" of "Confidential Information" (both as defined in the Agreement). I hereby acknowledge that I have read this Agreement and further acknowledge that certain actions by me or my failure to perform certain actions shall constitute a breach of this Agreement by the Research Institution. I hereby assign, and agree to assign, to the Research Institution any and all right, title and interest I have in and to all my interest in the Patentable HD Invention and Other HD Intellectual Property.

RESEARCHER(S):

[Insert Name of Researcher]

RESEARCHER(S):

[Insert Name of Researcher]

Appendix A to Research Agreement

<u>Foundation</u>			
Name:	CHDI Foundation, Inc.		Telephone: 212-660-8102
Contact Person/Title:	Ruth Basu / Chief Administrative Officer	Fax:	212-239-2101
Address:	c/o CHDI Management, Inc. 350 Seventh Avenue Suite 200 New York, NY 10001	E-Mail:	ruth.basu@chdifoundation.org
<u>Research Institution</u>			
Name:			Telephone:
Contact Person/Title:			Fax:
Address:			E-Mail:
<u>Researcher</u>			
Name:			Telephone:
Title:			Fax:
Address:			E-Mail:

Research Project – Title, Start Date and End Date

Research Project Title:	
Research Project Start Date:	
Research Project End Date:	

Research Project – Budget Summary⁽¹⁾⁽²⁾

[INSERT BUDGET SUMMARY HERE]

Research Project – Detailed Budget – Budget Period 1

[INSERT DETAILED BUDGET – PERIOD 1 HERE]

Research Project – Detailed Budget – Budget Period 2

[INSERT DETAILED BUDGET – PERIOD 2 HERE]

Research Project – Detailed Budget – Budget Period 3

[INSERT DETAILED BUDGET – PERIOD 3 HERE]

Research Project – Fixed Payments

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Date(s) and/or Condition(s) of Payment</u>
Payment 1	[____]	Execution of this Agreement by the Parties.
Payment 2	[____]	Submission of an interim progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.
Payment 3	[____]	Submission of an [interim]/[final] progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation. Submission of a financial audit report in respect of the budget period beginning [____] and ending [____] reasonably acceptable to the Foundation.
Payment 4	[____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project.
Payment 5	[____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project. Submission of an interim progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.
Payment 6	[____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project. Submission of a [interim]/[final] progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to

CHDI Draft: [____]
(For Discussion Purposes Only)

		<p>the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p> <p>Submission of a financial audit report in respect of the budget period beginning [____] and ending [____] reasonably acceptable to the Foundation.</p>
Payment 7	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project.</p>
Payment 8	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project.</p> <p>Submission of an interim progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p>
Payment 9	[____]	<p>The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project.</p> <p>Submission of a [interim]/[final] progress report in respect of the Research Project activity during the period from [____] through [____] reasonably acceptable to the Foundation.</p> <p>Achievement of the milestones in respect of the period from [____] through [____] as set forth in the Description of the Research Project attached hereto as <u>Appendix B</u> to the reasonable satisfaction of the Foundation.</p> <p>Submission of a financial audit report in respect of the budget period beginning [____] and ending [____] reasonably acceptable to the Foundation.</p>
Total Payments	\$	

Research Project – Reimbursement Payments

<u>Item Number</u>	<u>Payment Amount</u>	<u>Date(s) and/or Condition(s) of Payment</u>

CHDI Draft: [_____]
(For Discussion Purposes Only)

Item 1	[_____]	Execution of this Agreement by the Parties. Submission of appropriate receipts evidencing the purchase of each piece of equipment described in the attached detailed budget for Budget Period 1.
Item 2	[_____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project. Submission of appropriate receipts evidencing the purchase of each piece of equipment described in the attached detailed budget for Budget Period 2.
Item 3	[_____]	The Foundation has not given notice to the Research Institution pursuant to <u>Section 2(c)</u> of this Agreement that the Foundation has determined not to provide financial support for Budget Period 3 of the Research Project. Submission of appropriate receipts evidencing the purchase of each piece of equipment described in the attached detailed budget for Budget Period 3.
Total Reimbursement Payments	[_____]	

Appendix B to Research Agreement

(Description of Research Project)

Exhibit 1 to Research Agreement

(Form of Material Transfer Agreement)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____], by and between [____] (the "PROVIDER"), [____] (the "PROVIDER SCIENTIST"), [____], a [____] (the "RECIPIENT"), and [____] (the "RECIPIENT SCIENTIST"). The address and other contact information of each party hereto is as set forth in Appendix A.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials between the parties hereto.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "HD RESEARCH AND DEVELOPMENT" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).
 - (b) "MATERIAL" means ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (i) MODIFICATIONS or (ii) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
 - (c) "MODIFICATIONS" means substances created by the RECIPIENT which contain/incorporate the MATERIAL.
 - (d) "ORIGINAL MATERIAL" means [____] **[INSERT DESCRIPTION OF ORIGINAL MATERIAL]**.
 - (e) "PROGENY" means unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
 - (f) "PROVIDER" has the meaning set forth in the preamble and is the organization providing the ORIGINAL MATERIAL.

- (g) "RECIPIENT" has the meaning set forth in the preamble and is the organization receiving the ORIGINAL MATERIAL.
- (h) "UNMODIFIED DERIVATIVES" means substances created by the RECIPIENT which constitute an unmodified functional subunit.

2. Provision of Material; Ownership.

- (a) Provision of Material. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the PROVIDER shall provide to the RECIPIENT **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE].**
- (b) Ownership.
 - (i) The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
 - (ii) The RECIPIENT retains ownership of: (A) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (B) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either of the events described in Section 2(b)(ii) or Section 2(b)(ii) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. Non-Exclusive License; Use of Material.

- (a) Non-Exclusive License. The PROVIDER hereby grants to the RECIPIENT a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the MATERIAL and (ii) use the MATERIAL for the sole purpose of conducting HD RESEARCH AND DEVELOPMENT.
- (b) Use of Material. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
 - (i) is to be used solely for HD RESEARCH AND DEVELOPMENT purposes only;
 - (ii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;
 - (iii) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the

RECIPIENT SCIENTIST or others working under his/her direct supervision; and

- (iv) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
4. Requests for Material from Third Parties. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision.
5. Distribution of Substances and Modifications.
- (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.
 - (b) Under an agreement at least as protective of the PROVIDER's rights, the RECIPIENT may distribute MODIFICATIONS to third parties for HD RESEARCH AND DEVELOPMENT purposes only.
 - (c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may not distribute MODIFICATIONS to third parties for any purpose other than HD RESEARCH AND DEVELOPMENT. It is recognized by the RECIPIENT that any use of MODIFICATIONS for any purposes other than for HD RESEARCH AND DEVELOPMENT may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
6. The Recipient's Acknowledgement of Intellectual Property Rights. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for any purpose other than HD RESEARCH AND DEVELOPMENT.
7. Requirement to Negotiate Commercial License to Use the Materials. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for any purpose other than HD RESEARCH AND DEVELOPMENT, the RECIPIENT agrees, in advance of

such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. Right of the Recipient to File Patent Applications. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees not to file any patent application claiming, the MATERIAL, MODIFICATIONS or method(s) of manufacture of the MATERIAL.
9. No Warranties. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
10. Assumption of Liability; Indemnification. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER. Except to the extent prohibited by law, the RECIPIENT will indemnify the PROVIDER (and its officers, faculty, trustees, and agents) against any loss, claim or demand suffered by the PROVIDER due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER.
11. No Effect on Publication; Acknowledgement of Source of the Material. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
12. Compliance with Law. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.
13. Termination. This Agreement will terminate upon a material breach of any representation, warranty or covenant of this Agreement by the RECIPIENT and such breach is not remedied within 45 days of the receipt by the RECIPIENT of notice of such

breach from the PROVIDER. Upon the termination of this Agreement, the RECIPIENT will (a) discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL and (b) at the RECIPIENT's discretion, either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS.

14. Survival of Certain Provisions. Section 2(b), Section 6, Section 9, Section 10, Section 16, Section 17, Section 19, Section 20, Section 21 and Section 22 shall survive any termination of this Agreement.
15. Cost to Provide Material. **The MATERIAL is provided at no cost.]/[The Material is provided subject to a transmittal fee in the amount of \$[____] which amount solely covers the PROVIDER's preparation and distribution costs.] [SELECT AS APPROPRIATE]**
16. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the party at its address set forth in Appendix A or such other address as the party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.
17. Assignment. Neither the Recipient nor the Recipient Scientist may assign this Agreement without the written consent of the Provider.
18. Incorporation of Appendices and Exhibits; Entire Agreement; Amendment. The appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.
19. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding

shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

21. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
23. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Material Transfer Agreement as of the date first written above.

PROVIDER:

By: _____

Name:

Title:

RECIPIENT:

By: _____

Name:

Title:

PROVIDER SCIENTIST

[_____]

RECIPIENT SCIENTIST

[_____]

Appendix A to Material Transfer Agreement

Provider			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Provider Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Recipient			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Recipient Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Exhibit 2 to Research Agreement

(Form of Material Transfer Agreement for Research Materials)

MATERIAL TRANSFER AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____], 200[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Provider"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments and cures of Huntington's disease ("HD") and has access to a variety of relevant research tools including in vitro and in vivo assays and animal models.

The Provider possesses certain materials and is willing to supply the Foundation with such materials to enable the Foundation to perform, or have performed, research and development related to HD.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials from the Provider to the Foundation and the use of such materials by the Foundation.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Foundation Collaborators" means those third parties to whom the Foundation grants the right to use the Material for HD Research and Development, including any entity collaborating with the Foundation in the conduct of HD Research and Development and/or fee for service laboratories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development.
 - (b) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of HD other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
 - (c) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other substances created by the Foundation or a Foundation Collaborator through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.

- (d) "Modifications" means substances created by the Foundation or a Foundation Collaborator which contain/incorporate the Material.
- (e) "Original Materials" means the materials described on Schedule A.
- (f) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
- (g) "Unmodified Derivatives" means substances created by the Foundation or a Foundation Collaborator which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of the Original Materials; No Warranties; Ownership.

- (a) Provision of the Original Materials; No Warranties.
 - (i) Provision of the Original Materials. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the Provider shall provide to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator) **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]. [The Foundation shall reimburse the Provider for the cost of the delivery of the Original Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Original Material is provided at no cost.]/[The Original Material is provided subject to the payment of a transmittal fee by the Foundation in the amount of \$[____] which is the Provider's reasonable direct costs associated with so providing the Original Material.] [SELECT AS APPROPRIATE]**
 - (ii) No Warranties. Any Original Materials provided to the Foundation hereunder are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
- (b) Ownership.

- (i) Ownership of the Material. As between the Provider and the Foundation or any Foundation Collaborator, the Provider shall retain ownership of the Material, including any Material contained or incorporated in any Modification.
 - (ii) Ownership of Modifications and Other Substances. As between the Provider and the Foundation or any Foundation Collaborator, the Foundation or Foundation Collaborator, as the case may be, retains ownership of: (A) Modifications (except that the Provider retains ownership rights to the Material included therein) and (B) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives).
- 3. Non-Exclusive License; Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators; Use of the Material.
 - (a) Non-Exclusive License. The Provider hereby grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material for the sole purpose of conducting HD Research and Development.
 - (b) Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators. The Provider (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material shall be stored, handled and distributed on behalf of the Foundation by a Foundation Collaborators engaged by the Foundation to store, handle and distribute the Material, (B) the programs of HD Research and Development shall be conducted by one or more Foundation Collaborators and (C) the Material may be transferred, and the rights granted to the Foundation pursuant to Section 3(a) of this Agreement may be sublicensed, to the Foundation Collaborators.
 - (c) Use of the Material. The Foundation hereby agrees:
 - (i) to use the Material for the sole purpose of conducting HD Research and Development and for no other purpose;
 - (ii) to use the Material in compliance with all applicable laws, rules and regulations;
 - (iii) not to use the Material in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (iv) except as expressly permitted by this Agreement, not to transfer the Material or the Information to any third party; and

- (v) cause each Foundation Collaborator to agree to comply with each of Section 3(c)(i), Section 3(c)(ii), Section 3(c)(iii) and Section 3(c)(iv) of this Agreement.

4. Intellectual Property; Acknowledgements of the Foundation in Respect of Intellectual Property.

- (a) Intellectual Property. The Provider hereby acknowledges and agrees that nothing in this Agreement gives the Provider any ownership interests or intellectual property or other rights in any (i) any substances created by the Foundation or any Foundation Collaborator through the use of the Material other than as expressly provided in Section 2(b)(ii) of this Agreement or (ii) any results, discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, data or collections of data conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material. The Provider hereby further acknowledges and agrees that the Foundation and Foundation Collaborators are free to file patent application(s) claiming inventions conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material; provided, that, the Foundation agrees, and shall cause each Foundation Collaborator to agree, not to file any patent application containing a composition of matter claim for the Material, per se.
- (b) Acknowledgements of the Foundation in Respect of Intellectual Property. The Foundation acknowledges, and shall cause each Foundation Collaborator to acknowledge, that the Material is, or may be, the subject of a patent application. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to the Foundation or any Foundation Collaborator under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents of the Provider for any purpose other than HD Research and Development.

5. Acknowledgement of the Source of the Material. The Foundation agrees, and shall cause each Foundation Collaborator to acknowledge and agree, to provide appropriate acknowledgement of the source of the Material in all publications related to HD Research and Development conducted using the Material.

6. Assumption of Liability; Indemnification; Limitation on Damages.

- (a) Assumption of Liability; Indemnification. Except to the extent prohibited by law, the Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. The Provider will not be liable to the Foundation for any loss, claim or demand made by the Foundation or a Foundation Collaborator, or made against the Foundation or a Foundation Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. Except to the extent prohibited by law, the Foundation will defend and indemnify the Provider (and its directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Provider to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator.
- (b) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) DEATH OR PERSONAL INJURY OR (II) FRAUD.

7. Termination; Effect of Termination; Survival of Certain Provisions.

- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Foundation and such breach is not remedied within 45 days of the receipt by the Foundation of notice of such breach from the Provider.
- (b) Effect of Termination. Upon any termination of this Agreement, the Foundation (i) will immediately discontinue its use of the Material and any Modifications and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications.
- (c) Survival of Certain Provisions. This Section 7 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, and Section 15 of this Agreement shall survive any termination of this Agreement.

8. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered

shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Fax: 212-239-2101
Attention: General Counsel

If to the Provider to:

[_____]
[_____]
[_____]

Attention: [_____]
Fax: [_____]

9. Assignment. The Foundation may not assign this Agreement without the written consent of the Provider.
10. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.

11. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
13. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
14. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
16. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the parties hereto have executed this Material Transfer Agreement as of the date first written above.

[_____][INSERT NAME OF THE PROVIDER]

By: _____
Name:
Title:

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

Schedule A

(Original Materials)

Item	Description of Original Material	Amount
1		
2		
3		
4		
5		
6		
7		

[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH MATERIAL TO BE PROVIDED]

Addendum No. 1 to Research Agreement

(Foundation Supplied Compound Addendum)

FOUNDATION SUPPLIED COMPOUND ADDENDUM

1. Definitions.

- (a) General. Except as provided in this addendum (this "Addendum"), capitalized terms used in this Addendum but not otherwise defined shall have the meanings ascribed thereto in the Agreement.
- (b) Additional Definitions. For the purposes of the Agreement and this Addendum, the following terms have the meanings set forth below:
 - (i) "Foundation Supplied Compounds" means those compounds set forth on the Schedule 1 to this Addendum (the "Foundation Compound Schedule") as such schedule may be supplemented from time to time by the Foundation in its sole discretion. Any such supplement to the Foundation Compound Schedule shall be provided by the Foundation to the Research Institution in the form of a written notice containing a revised Foundation Compound Schedule which revised Foundation Compound Schedule shall replace the then existing Foundation Compound Schedule in its entirety and be annexed to, and form a part of, the Agreement and this Addendum.
 - (ii) "Foundation Supplied Compound Results" means any scientifically valid methods, data, outcomes or other results made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, any Foundation Supplied Compound.

2. Not Results. Notwithstanding Section 5(b) of the Agreement, the Foundation Supplied Compound Results shall not be considered "Results" for the purpose of Section 6 of the Agreement.

3. Intellectual Property.

- (c) Definitions. No intellectual property conceived, discovered, invented or Made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, any Foundation Supplied Compound shall constitute a Patentable Invention or Other Intellectual Property.
- (d) Ownership of Intellectual Property Related to Foundation Supplied Compounds. The Research Institution shall have no ownership interest, intellectual property or other rights in any intellectual property (including any Patentable Invention or Other Intellectual Property) conceived, discovered, invented or Made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, any Foundation Supplied Compound. With respect to each Foundation Supplied Compound, the Research Institution shall assign, and hereby does assign, to the owner(s) of such Foundation Supplied Compound all right, title and interest of the Research Institution in and to any intellectual

property conceived, discovered, invented or Made in the course of the conduct, or resulting from the performance, of the Research Project in respect of, or relating to, such Foundation Supplied Compound and will cooperate and assist such owner(s), at such owner(s) expense, in obtaining patent or other appropriate protection of any such intellectual property.

4. Limited Use of Foundation Supplied Compounds; Confidential Information. The Research Institution and the Researcher (a) shall use the Foundation Supplied Compounds for the sole purpose of conducting the Research Project and for no other purpose and (b) shall not transfer the Foundation Supplied Compounds to any third party. Except as expressly permitted by this Agreement, neither the Research Institution nor the Researcher will, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Supplied Compounds or the properties thereof (chemical, biochemical, physical, biological or other). The Research Institution and the Researcher shall treat (i) all information provided to them by the Foundation in respect of any Foundation Supplied Compound and (ii) all Foundation Supplied Compound Results as Confidential Information. The exception provided in Section 18(f) of the Agreement shall not apply to any such Confidential Information.
5. Disclosure. Subject to the terms of any agreement between the Foundation and any third party (other than the Research Institution), the Foundation shall have the right to disclose any Foundation Supplied Compound Results to any individual or organization without any restrictions.
6. Single Agreement; Inconsistent Terms. This Addendum is hereby annexed to and forms a part of the Agreement. In the event of any inconsistency between the provisions of this Addendum and those contained in the Agreement to which this Addendum is annexed, the provisions of this Addendum shall govern and be binding.

Schedule 1 to Addendum No. 1 to Research Agreement

(Foundation Supplied Compounds)

[FOUNDATION TO PROVIDE INITIAL LIST OF COMPOUNDS]

RESEARCH AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

[USE FOR JSC STRUCTURE WITH > 5 FTES. DO NOT INCLUDE OVERHEAD IN FTE RATE AS OVERHEAD PAID AT YEAR END AFTER AUDIT. REQUIRE AUTOMATIC YEAR END ACCOUNTING OF CONSUMMABLES.]

RESEARCH AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____] (the "Research Institution"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). The Research Institution and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Research Institution conducts research in the interest of contributing to and promoting the public good and welfare.

The Foundation supports basic, applied and clinical research aimed at rapidly discovering and developing drugs that delay or slow Huntington's disease.

To further the Foundation's objective, the Foundation desires to fund certain research to be conducted at the Research Institution and, in the interest of the public good and welfare, the Research Institution is prepared to conduct that research.

The Parties have entered into this Agreement for the purpose of, among other things, ensuring that the results of that research are made readily available in a timely fashion to accelerate scientific discovery and facilitate the development of products that diagnose, treat, cure and prevent Huntington's disease.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Definitions

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
 - (a) "Animals" means, with respect to each Research Project, any laboratory animals (e.g., mice, rats, etc.) acquired by the Research Institution from a third party to enable the Research Institution to conduct the Research Project Activities in the performance of such Research Project.
 - (b) "Animal Breeding, Care and Maintenance Supplies and Activities" means, with respect to each Research Project, any supplies and activities (other than activities conducted by Research Project FTEs) procured or conducted by the Research Institution related to the breeding, housing, feeding, care or maintenance of

Animals to enable the Research Institution to conduct the Research Project Activities in the performance of such Research Project.

- (c) "Consumables" means, with respect to each Research Project, any basic laboratory supplies and materials (e.g., glassware, chemicals, molecular biology reagents, etc.) acquired by the Research Institution from a third party to enable the Research Institution to conduct the Research Project Activities in the performance of such Research Project.
- (d) "Detailed Research Project Description" means, with respect to each Research Project, the written document providing a detailed description of the research activities to be performed by the Researcher during the next six-month period as agreed upon and approved by the Steering Committee (as defined in Section 5(a)(i) of this Agreement) in accordance with Section 3(b) and Section 5(a) of this Agreement (any such agreement by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes). For the avoidance of any doubt, the Parties hereby acknowledge and agree that, with respect to each Research Project, the Detailed Research Project Description for such Research Project that has been most recently agreed upon and approved by the Steering Committee shall supersede and replace in its entirety any prior Detailed Research Project Description for such Research Project agreed upon and approved by the Steering Committee.
- (e) "Equipment" means, with respect to each Research Project, any capital equipment acquired by the Research Institution from a third party to enable the Research Institution to conduct the Research Project Activities in the performance of such Research Project.
- (f) "Foundation Provided Materials" means, with respect to each Research Project, any (i) mice (including progeny derived from inbreeding and crossbreeding of such mice and unmodified derivatives of such mice and their progeny) or (ii) physical samples of cell lines, compounds, reagents and other materials that are specified in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee meeting minutes, in each case as materials that are to be provided to the Research Institution by, or on behalf of, the Foundation to enable the Research Institution to conduct the Research Project Activities as specified in the Research Project Description in the performance of such Research Project.
- (g) "Foundation Provided Material Information" means all information relating to a Foundation Provided Material that is provided to the Research Institution by, or on behalf of, the Foundation.
- (h) "FTE" means the equivalent of a full-time scientist (including a professor or post-doctoral candidate), technician or support person employed by the Research Institution working at least an aggregate of two hundred twenty (220) days per

annum. For the avoidance of any doubt, an FTE may be made up of one individual providing 100% effort or multiple individuals each providing less than 100% effort.

- (i) "General Research Project Description" means, with respect to each Research Project, the written document providing a general description of a program of scientific research to be performed by the Researcher as agreed upon and approved by the Steering Committee in accordance with Section 3(b) and Section 5(a) of this Agreement (any such agreement by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes).
- (j) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).
- (k) "Indirect Costs" means the indirect and/or overhead costs of the Research Institution.
- (l) "Made" when used in relation to any Patented Invention means the conception or first actual reduction to practice of such Patented Invention.
- (m) "Other HD Intellectual Property" means any Other Intellectual Property relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.
- (n) "Other Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data conceived, discovered or invented in the performance of the Research Projects during the Term (as defined in Section 18(a) of this Agreement) which is not a Patented Invention.
- (o) "Other Research Project Costs" means, with respect to each Research Project, any costs (e.g., travel, shipping costs, costs related to research involving human subjects, etc.) other than costs in respect of Indirect Costs, Personnel, Reimbursable Animals, Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities, Reimbursable Consumables, Reimbursable Equipment, Reimbursable Third Party Licenses and Reimbursable Third Party Services

incurred by the Research Institution in connection with the conduct of the Research Project Activities in the performance of such Research Project.

- (p) "Patented Invention" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data Made in the performance of the Research Projects during the Term which (i) is or may be patentable or otherwise protectable under Title 35 U.S.C. and corresponding legislation in other jurisdictions and (ii) is the subject of a patent or pending patent application, including any continuation, continuation-in-part, division, extension, substitute, re-examination, reissue and any other derivative application or patent.
- (q) "Patented HD Invention" means any Patented Invention relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.
- (r) "Publish" means (i) to publish in a peer reviewed scientific journal of general circulation or (ii) present at a publicly attended meeting and "Publication" has a corresponding meaning.
- (s) "Reimbursable Animals" means, with respect to each Research Project, those Animals specified in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes, in each case as Reimbursable Animals in accordance with Section 4(c)(i) of this Agreement, for which the Foundation is required, subject to Section 6(c)(i) of this Agreement, to reimburse the Research Institution.
- (t) "Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities" means, with respect to each Research Project, the Animal Breeding, Care and Maintenance Supplies and Activities specified in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes, in each case as Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities in accordance with Section 4(c)(ii) of this Agreement, for which the Foundation is required, subject to Section 6(c)(i) of this Agreement, to reimburse the Research Institution.
- (u) "Reimbursable Consumables" means, with respect to each Research Project, those Consumables approved in writing by the Foundation for which the Foundation is required, subject to Section 6(c)(ii) of this Agreement, to reimburse the Research Institution.
- (v) "Reimbursable Equipment" means, with respect to each Research Project, the Equipment specified in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes, in

each case as Reimbursable Equipment in accordance with Section 4(e) of this Agreement, for which the Foundation is required, subject to Section 6(c)(iii) of this Agreement, to reimburse the Research Institution.

- (w) "Reimbursable Other Research Project Costs" means, with respect to each Research Project, the Other Research Project Costs specified in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes, in each case as Reimbursable Other Research Project Costs in accordance with Section 4(f) of this Agreement, for which the Foundation is required, subject to Section 6(c)(iv) of this Agreement, to reimburse the Research Institution.
- (x) "Reimbursable Third Party Licenses" means, with respect to each Research Project, the Third Party Licenses specified in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes, in each case as Reimbursable Third Party Licenses in accordance with Section 4(g) of this Agreement, for which the Foundation is required, subject to Section 6(c)(v) of this Agreement, to reimburse the Research Institution.
- (y) "Reimbursable Third Party Services" means, with respect to each Research Project, the Third Party Services specified in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes, in each case as Reimbursable Third Party Services in accordance with Section 4(h) of this Agreement, for which the Foundation is required, subject to Section 6(c)(vi) of this Agreement, to reimburse the Research Institution.
- (z) "Research Materials" means any reagents, cell lines, compounds, animal models or other materials produced in the performance of the Research Projects.
- (aa) "Research Project" means each program of scientific research to be performed by the Researcher as described in Research Project Description for such program.
- (bb) "Research Project Activities" means, with respect to each Research Project, the activities undertaken by the Researcher to conduct and complete such Research Project.
- (cc) "Research Project Description" means, with respect to each Research Project, the General Research Project Description together with the Detailed Research Project Description for such Project.
- (dd) "Research Project FTE" means, with respect to each Research Project, a FTE (or fractional unit thereof) that has been designated to conduct Research Project Activities in the performance of such Research Project.

- (ee) "Research Project FTE Maximum Number" means [____] Research Project FTEs.
- (ff) "Research Project FTE Personnel Costs" means the salary and fringe benefit costs of each Research Project FTE.
- (gg) "Research Project FTE Rate" means, for each Research Project FTEs (on a monthly basis), an amount equal to US\$[____] per month. **[NOTE FTE RATE SHOULD NOT INCLUDE OVERHEAD]**
- (hh) "Results" means any scientifically valid methods, data, outcomes or other results made in the performance of the Research Projects during the Term.
- (ii) "Third Party Licenses" means, with respect to each Research Project, any third-party licenses which are necessary for the Researcher to conduct the Research Project Activities in the performance of such Research Project (including a license to possess and use a unique reagent, cell line, compound or other material).
- (jj) "Third Party Services" means, with respect to each Research Project, any third-party services which are necessary for the Researcher to conduct the Research Project Activities in the performance of such Research Project.
- (kk) "Third Party Results" means any scientifically valid methods, data, outcomes or other results (i) made in the performance of research conducted by members of the CHDI Research Group (as defined in Section 8(a) of this Agreement) (other than the Research Institution and the Researcher) and (ii) funded by the Foundation or one of its affiliates.

Researcher(s)

- 2. Researcher. The "Researcher" means **[each of]** the individual~~(s)~~ identified as such in Appendix A. **[The Research Institution hereby acknowledges and agrees that references in this Agreement to the Researcher shall be to each of the individuals identified as a Researcher in Appendix A.] [INCLUDE ONLY IF MULTIPLE PIs AT ONE INSTITUTION]**

Adoption of Research Projects

- 3. Proposed Research Project Descriptions; General Research Project Description and Detailed Research Project Description.
 - (a) Proposed Research Project Descriptions; General Research Project Description and Detailed Research Project Description. The Steering Committee shall be responsible for (i) defining the subject matter, scope and specific content of each proposed research project and (ii) developing and approving (A) the General

Research Project Description in respect of each proposed research project and (B) an initial Detailed Research Project Description in respect of each proposed research project for the first six months of each proposed research project. Each proposed General Research Project Description developed by the Steering Committee shall provide a general description of the subject matter, scope and specific content of such proposed research project. Each proposed initial Detailed Research Project Description developed by the Steering Committee shall include the following information: (1) a reasonably detailed description of the proposed Research Project Activities to be undertaken to conduct and complete such proposed research project; (2) a list of the milestones expected to be achieved by the conduct and completion of such Research Project Activities; (3) an estimated time frame for the completion of such proposed research project; (4) an estimated breakdown of the number of Research Project FTEs required to conduct such proposed research project during such estimated time frame for such proposed research project; (5) a list of the Foundation Provided Materials to be provided in respect of such proposed research project; (6) a list of the any Reimbursable Animals, Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities, Reimbursable Equipment, Reimbursable Other Research Project Costs, Reimbursable Third Party Licenses and Reimbursable Third Party Services required to conduct and complete such proposed research project (including the amount, estimated cost and, as applicable, the third party providing such material, license or service); (7) a list of the any Research Materials which may result from the performance of such proposed research project; and (8) such other information as may be necessary to appropriately describe the proposed Research Project Activities to be conducted by the Research Institution in respect of such proposed project.

- (b) Adoption of Proposed Research Projects by the Parties. The Parties hereby agree that each proposed research project and the proposed General Research Project Description and initial Detailed Research Project Description in respect of such proposed research project developed by the Steering Committee shall only be deemed a Research Project, a General Research Project Description and a Detailed Research Project Description under this Agreement upon the agreement of the Steering Committee (any such agreement by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes). Upon the agreement of the Steering Committee in respect of each proposed research project and the proposed research project description in respect of such proposed research project, the Parties hereby agree that (i) such proposed General Research Project Description shall be deemed a "General Research Project Description" for all purposes of this Agreement, (ii) such proposed initial Detailed Research Project Description shall be deemed the initial "Detailed Research Project Description" for all purposes of this Agreement, (iii) such General Research Project Description and initial Detailed Research Project Description shall be deemed a "Research Project Description" for all purposes of this Agreement and (iv) such

proposed project shall be deemed a "Research Project" for all purposes of this Agreement.

Conduct of the Research Projects

4. Conduct of the Research Projects; Utilization and Allocation of the Research Project FTEs; Required Notifications Relating to the Research Projects; Foundation Provided Materials; Reimbursable Animals; Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities; Reimbursable Consumables; Reimbursable Equipment; Reimbursable Other Research Project Cost; Reimbursable Third Party Licenses; Reimbursable Third Party Services.

(a) Conduct of the Research Projects; Utilization and Allocation of the Research Project FTEs; Required Notifications Relating to the Research Projects.

- (i) Conduct of the Research Projects. Each of the Research Institution and the Researcher hereby agree to (A) conduct, or cause to be conducted, the Research Project Activities in the performance of each Research Project subject to, and in accordance with, the terms and conditions of this Agreement and the Research Project Description for such Research Project; (B) during each calendar month (or pro rata portion thereof) during the Term, use, or cause to be used, their respective reasonable best efforts to provide a number of Research Project FTEs equal to the Research Project FTE Maximum Number to conduct the Research Project Activities in the performance of the Research Projects; and (C) devote, or cause to be devoted, such other resources (including all necessary physical space and facilities, Equipment and Consumables) as is necessary to conduct the Research Project Activities in the performance of the Research Projects. The Foundation hereby acknowledges and agrees that the Research Projects are experimental in nature and that the Research Institution does not guarantee that the objectives of the Research Projects will be realized or that the performance of the Research Projects will yield scientifically valid or useful results.
- (ii) Utilization and Allocation of the Research Project FTEs. The Research Institution hereby agrees that, unless otherwise agreed upon by the Steering Committee (any such agreement by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), (A) each Research Project FTE (or fractional unit thereof) shall devote one-hundred percent (100%) of his or her effort (or fractional unit thereof) to conduct the Research Project Activities in the performance of the Research Projects as specified in (1) the applicable Research Project Description or (2) duly approved Steering Committee meeting minutes and (B) no Research Project FTE (or fractional unit thereof) shall conduct research activities of any type or nature to the Research Institution or any third party (other than the Foundation) during the time within which the

Research Project FTE (or fractional unit thereof) is assigned to conduct Research Project Activities.

- (iii) Required Notifications Relating to the Research Projects. With respect to each Research Project, if at any time the Research Institution or the Researcher makes a good faith determination that (A) such Research Project cannot be conducted substantially in accordance with (1) this Agreement and (2) the Research Project Description for such Research Project; (B) such Research Project cannot be completed within the estimated time frame set forth in the Research Project Description for such Research Project; (C) such Research Project cannot be completed with the estimated number of Research Project FTEs set forth in the Research Project Description for such Research Project; or (D) the continued conduct of such Research Project in accordance with (1) this Agreement and (2) the Research Project Description for such Research Project is unlikely to yield scientifically valid or useful results, the Research Institution shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.

(b) Foundation Provided Materials.

- (i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of providing, or causing to be provided, to the Research Institution sufficient amounts of the Foundation Provided Materials together with the Foundation Provided Material Information related thereto as is specified in each Research Project Description or duly approved Steering Committee meeting minutes, as the case may be. The Foundation hereby represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution by, or at the direction of, the Foundation will be provided to the Research Institution in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.
- (ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Research Institution hereby agrees that the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project Activities) and the Foundation Provided Material Information (A) shall be used by the Research Institution for the sole purpose of conducting the Research Project and for no other purpose (including not using the Foundation Provided Materials or Foundation Provided Material Information to attempt to determine, or determine, the identity of any person from which the Foundation Provided Materials and Foundation Provided Material

Information were collected) and (B) shall not, without the prior written consent of the Foundation, be transferred to any third party, except that prior written consent will not be required for the transfer of Foundation Provided Materials by the Research Institution to a third party providing Third Party Services for the sole purpose of conducting Third Party Services that have been approved by the Steering Committee in accordance with Section 5(a)(ii) of this Agreement. Except to the extent required to enable the Research Institution to conduct the Research Project Activities, the Research Institution hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project Activities) or the properties thereof (chemical, biochemical, physical, biological or other). The Research Institution hereby further acknowledges and agrees that (1) all Foundation Provided Material Information shall be deemed Confidential Information of the Foundation and (2) the Research Institution shall not disclose, reveal, report, Publish or give the Foundation Provided Material Information to any third party. The Research Institution hereby acknowledges and further agrees that a) as between the Research Institution and the Foundation, the Foundation owns the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project Activities) and the Foundation Provided Material Information and b) the Research Institution shall have no ownership or other interest in any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project Activities) or any Foundation Provided Material Information. Immediately upon the earlier to occur of (x) the completion of the Research Projects and (y) the termination or expiration of this Agreement, the Research Institution shall appropriately discard or destroy all such unused Foundation Provided Materials and Foundation Provided Material Information.

- (iii) Intellectual Property Rights in Respect of the Foundation Provided Materials. The Research Institution acknowledges that the Foundation Provided Materials are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Research Institution under any patents, patent applications, trade secrets or other proprietary rights of the Foundation, including any altered forms of the Foundation Provided Materials made by the Research Institution. In particular, no express or implied licenses or other rights are provided to use the Foundation

Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Research Project Activities), or any related patents of the Foundation for any purpose other than the conduct of the Research Project Activities. The Research Institution is free to file patent application(s) claiming inventions made by the Research Institution through the use of the Foundation Provided Materials but agrees not to file any patent application containing a composition of matter claim for the Foundation Provided Materials per se.

- (iv) No Warranties. Any Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution hereunder are understood to be experimental in nature and may have hazardous properties. THE FOUNDATION PROVIDED MATERIALS AND FOUNDATION PROVIDED MATERIAL INFORMATION ARE PROVIDED "AS-IS" AND THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE FOUNDATION PROVIDED MATERIAL OR FOUNDATION PROVIDED MATERIAL INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

- (c) Reimbursable Animals; Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities.
 - (i) Reimbursable Animals. The Research Institution hereby acknowledges and agrees that no Animal shall be deemed a Reimbursable Animal unless such Animal was designated as a Reimbursable Animal (together with the estimated cost to procure such Reimbursable Animal) in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee meeting minutes. The Research Institution hereby agrees that it shall not, without the approval of the Steering Committee (any such approval by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), procure any Reimbursable Animal if the actual cost to procure any such Reimbursable Animal is more than 110% of the estimated cost of such Reimbursable Animal as set forth in (1) the Detailed Research Project Description for such Research Project or (2) duly approved Steering Committee meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(c)(i) and Section 6(c)(i) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Animal. The Research Institution

hereby agrees that the Reimbursable Animals shall be used by the Research Institution for the sole purpose of conducting the Research Project Activities in the performance of the Research Projects under this Agreement and for no other purpose.

- (ii) Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities. The Research Institution hereby acknowledges and agrees that no Animal Breeding, Care and Maintenance Supplies and Activities shall be deemed Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities unless such Animal Breeding, Care and Maintenance Supplies and Activities were designated as a Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities (together with the estimated cost to procure such Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities) in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee meeting minutes. The Research Institution hereby agrees that it shall not, without the approval of the Steering Committee (any such approval by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), procure any Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities if the actual cost to procure any such Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities is more than 110% of the estimated cost of such Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities as set forth in (1) the Detailed Research Project Description for such Research Project or (2) duly approved Steering Committee meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(c)(ii) and Section 6(c)(i) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities. The Research Institution hereby agrees that the Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities shall be used by the Research Institution for the sole purpose of conducting the Research Project Activities in the performance of the Research Projects under this Agreement and for no other purpose.

- (d) Reimbursable Consumables. The Research Institution hereby acknowledges and agrees that no Consumable shall be deemed a Reimbursable Consumable unless such Consumable was designated as a Reimbursable Consumable in a writing signed by the Foundation (which writing shall provide a reasonably detailed description of such Reimbursable Consumable together with the estimated cost to procure such Reimbursable Consumable). The Research Institution hereby agrees that it shall not, without the prior written consent of the Foundation, procure any Reimbursable Consumable if the actual cost to procure any such Reimbursable Consumable is more than 110% of the estimated cost of such Reimbursable

Consumable as set forth in original writing signed by the Foundation approving the purchase of such Reimbursable Consumable. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(d) and Section 6(c)(ii) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Consumable. The Research Institution hereby agrees that the Reimbursable Consumables shall be used by the Research Institution for the sole purpose of conducting the Research Project Activities in the performance of the Research Projects under this Agreement and for no other purpose.

- (e) Reimbursable Equipment. The Research Institution hereby acknowledges and agrees that no Equipment shall be deemed Reimbursable Equipment unless such Equipment was designated as Reimbursable Equipment (together with the estimated cost to procure such Reimbursable Equipment) in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes. The Research Institution hereby agrees that it shall not, without the prior approval of the Steering Committee (any such approval by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), procure any Reimbursable Equipment if the actual cost to procure any such Reimbursable Equipment is more than 110% of the estimated cost of such Reimbursable Equipment as set forth in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(e) and Section 6(c)(iii) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Equipment. The Research Institution hereby agrees that the Reimbursable Equipment shall be used by the Research Institution for the sole purpose of conducting the Research Project Activities in the performance of the Research Projects under this Agreement and for no other purpose.
- (f) Reimbursable Other Research Project Cost. The Research Institution hereby acknowledges and agrees that no Other Research Project Cost shall be deemed a Reimbursable Other Research Project Cost unless such Other Research Project Cost was designated as a Reimbursable Other Research Project Cost (together with the estimated cost of such Reimbursable Other Research Project Cost) in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes. The Research Institution hereby agrees that it shall not, without the prior approval of the Steering Committee (any such approval by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), procure any Reimbursable Other Research Project Cost if the actual cost to procure any such Reimbursable Other Research Project Cost is more than 110% of the estimated cost of such Reimbursable Other Research Project Cost as set forth in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee

meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(f) and Section 6(c)(iv) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Other Research Project Cost. The Research Institution hereby agrees that the Reimbursable Other Research Project Costs shall be used by the Research Institution for the sole purpose of conducting the Research Project Activities in the performance of the Research Projects under this Agreement and for no other purpose.

- (g) Reimbursable Third Party Licenses. The Research Institution hereby acknowledges and agrees that no Third Party License shall be deemed a Reimbursable Third Party License unless such Third Party License was designated as a Reimbursable Third Party License (together with a summary of the terms of, and the estimated cost to procure, such Reimbursable Third Party License) in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes. The Research Institution hereby agrees that it shall not, without the prior approval of the Steering Committee (any such approval by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), procure any Reimbursable Third Party License if the actual cost to procure any such Reimbursable Third Party License is more than 110% of the estimated cost of such Reimbursable Third Party License as set forth in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(g) and Section 6(c)(v) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Third Party License.
- (h) Reimbursable Third Party Services. The Research Institution hereby acknowledges and agrees that no Third Party Service shall be deemed a Reimbursable Third Party Service unless such Third Party Service was designated as a Reimbursable Third Party Service (together with a summary of the terms of, and the estimated cost to procure, such Reimbursable Third Party Service) in (i) the Detailed Research Project Description for such Research Project or (ii) duly approved Steering Committee meeting minutes. The Research Institution hereby agrees that it shall not, without the prior approval of the Steering Committee (any such approval by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), procure any Reimbursable Third Party Service if the actual cost to procure any such Reimbursable Third Party Service is more than 110% of the estimated cost of such Reimbursable Third Party Service as set forth in (A) the Detailed Research Project Description for such Research Project or (B) duly approved Steering Committee meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(h) and Section 6(c)(vi) of this Agreement, reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Third Party Service.

Research Project Management; Reporting

5. Establishment of a Steering Committee; Responsibilities of the Steering Committee; Limited Authority of the Steering Committee; Recordkeeping; Reporting.
- (a) Establishment of a Steering Committee; Responsibilities of the Steering Committee; Limited Authority of the Steering Committee.
- (i) Establishment of a Steering Committee. The Parties hereby agree to establish within a reasonable period of time following the Effective Date a committee (the "Steering Committee") which shall comprise [____] members, [____] of which shall be designated by the Research Institution and [____] of which members shall be designated by the Foundation. The Steering Committee shall establish its own internal operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Steering Committee); provided, however, the Steering Committee shall meet at least once every three months. The Foundation shall be responsible for the travel, lodging and meal expenses of the Research Institution's Steering Committee members for all meetings of the Steering Committee not held (A) at the Research Institution's location or (B) by video or telephone conference. The Research Institution hereby agrees that (1) all travel and lodging for meetings of the Steering Committee shall be arranged through the Foundation and (2) all travel, lodging and meal expenses expenditures shall be in accordance with the Foundation's travel, lodging and meal expense policies and procedures.
- (ii) Responsibilities of the Steering Committee. The Steering Committee shall be responsible for, among other things, (A) defining the subject matter, scope and specific content of each proposed research project; (B) developing and approving the General Research Project Description in respect of each proposed research project (such description to set forth the information specified in Section 3(a) of this Agreement); (C) developing and approving the initial Detailed Research Project Description in respect of each proposed research project (such description to set forth the information specified in Section 3(a) of this Agreement); (D) on a quarterly basis, developing and approving a revised Detailed Research Project Description in respect of each proposed research project for the next six months of each proposed research project (such description to set forth the information specified in Section 3(a) of this Agreement) (such revised Detailed Research Project Description to be approved at each regularly scheduled quarterly Steering Committee meeting); (E) determine if any of the ongoing Research Projects should be terminated; (F) determine if changes or additions are needed to any of the ongoing Research Projects; (G) implement any approved changes and additions to

any of the ongoing Research Project; (H) developing and approving: (1) a list of the Foundation Provided Materials required to continue to conduct and complete each ongoing Research Project and (2) a list of the any Reimbursable Animals, Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities, Reimbursable Equipment, Reimbursable Other Research Project Costs, Reimbursable Third Party Licenses and Reimbursable Third Party Services required to continue to conduct and complete each ongoing Research Project (including the amount and estimated cost thereof); (I) approve any other matter required by the terms of this Agreement to be approved by the Steering Committee; and (J) facilitate on-going communications between the Parties. Any matter which requires a decision by, or the approval of, the Steering Committee under this Agreement shall require the affirmative consent of each representative of the Steering Committee. At each meeting of the Steering Committee, one representative shall be appointed to record and distribute the minutes of such meeting to be circulated between the Parties within a period of two weeks after the respective meeting.

- (iii) Limited Authority of the Steering Committee. For the avoidance of any doubt, except as expressly permitted by this Agreement, the Parties hereby agree that the Steering Committee shall not have the power or authority to make any amendments or modifications to this Agreement.
- (b) Recordkeeping. The Research Institution shall keep complete and accurate records of all Research Project Activities performed by it under this Agreement and of all Results. Such records (including all applicable laboratory notebooks containing data, information or notations relating to the provision of the Services) shall be available upon advance notice and at reasonably convenient times and dates during normal business hours for inspection, examination or copying by or on behalf of the Foundation at the Foundation's expense.
- (c) Reporting.
 - (i) Research Project Activities Progress Reports. The Research Institution shall provide the Foundation with (A) written progress reports (each, an "Interim Research Project Activities Progress Report") in respect of the Research Projects within 30 days after the end of the three-month period beginning on the Effective Date and the end of each consecutive three-month period thereafter during the Term and (B) a final written progress report (the "Final Research Project Activities Progress Report" and, together with the Interim Research Project Activities Progress Reports, the "Research Project Activities Progress Reports") in respect of the Research Projects within 30 days of the date of the termination of this Agreement. Each Research Project Activities Progress Report shall (1) shall reference the "RecID" number set forth in the footer of this Agreement, (2) provide

a reasonably detailed description, delineated on a Research Project-by-Research Project basis, of the status and progress (including a reasonably detailed analysis of milestones achieved or not achieved) of each Research Project for the three-month period covered by such Research Project Activities Progress Report and (3) include a copy of all Results and underlying data.

- (ii) Research Project FTE Reports. The Research Institution shall provide the Foundation with (i) written progress reports (each, an "Interim Research Project FTE Report") in respect of the Research Projects within 30 days after the end of the three-month period beginning on the Effective Date and the end of each consecutive three-month period thereafter during the Term and (ii) a final written progress report (the "Final Research Project FTE Report") and, together with the Interim Research Project FTE Reports, the "Research Project FTE Reports") in respect of the Research Projects within 30 days of the date of the termination of this Agreement. Each Research Project FTE Report shall (A) shall reference the "RecID" number set forth in the footer of this Agreement and (B) contain a list, delineated on a Research Project-by-Research Project basis, setting forth the name, title, salary, fringe benefit cost and percent effort devoted to each such Research Project of each Research Project FTE during such three-month period.
- (iii) Financial Audit Reports. The Research Institution shall provide the Foundation with (A) written financial reports (each, an "Interim Audit Report") in respect of the use of all funds expended under this Agreement within 60 days of the end of the 12-month period beginning on the Effective Date, and at the end of each consecutive 12-month period thereafter during the Term, and (B) a final written financial progress report (the "Final Audit Report" and, together with the Interim Audit Reports, the "Audit Reports") in respect of the Research Projects within 60 days of the date of the termination of this Agreement. Each Audit Report shall (1) reference the "RecID" number set forth in the footer of this Agreement and (2) detail the use of all funds expended under this Agreement during such 12-month period (including a breakdown of the use of such funds on a category-by-category basis (i.e., Research Project FTE Personnel Costs of each Research Project FTE actually conducting Research Project Activities under this Agreement during such 12-month period (such amount to be calculated based upon the actual number of months (or pro rata portion thereof) and the percentage effort (1% to 100%) that such Research Project FTE devoted to conduct Research Project Activities during such 12-month period), the cost of Consumables (*excluding* Consumables which constitute Reimbursable Consumables) purchased by the Research Institution during such 12-month period, Reimbursable Animals Costs, Reimbursable Consumables Costs, Reimbursable

Equipment Costs, the Reimbursable Other Research Project Costs, Reimbursable Third Party Licenses Costs and Reimbursable Third Party Services Costs).

Financial Support

6. General Obligation of the Foundation to Provide Financial Support; Calculation of Quarterly Research Project FTE Payments; Invoicing for Quarterly Research Project FTE Payments; Remittance of Quarterly Research Project FTE Payments; Reimbursement of Certain Research Project Non-FTE Costs; Monthly Invoicing for Reimbursement of Certain Research Project Non-FTE Costs; Remittance of Monthly Research Project Non-FTE Costs Reimbursement Payments; Conditions to the Foundation's Payments; Sources of Funding; Annual Evaluation of the Research Project FTE Rate.
- (a) General Obligation of the Foundation to Provide Financial Support. The Foundation will provide financial support for the Research Projects as provided herein. The amount, purpose, timing and conditions of such financial support shall be as provided herein.
- (b) Calculation of Quarterly Research Project FTE Payments; Invoicing for Quarterly Research Project FTE Payments; Remittance of Quarterly Research Project FTE Payments.
- (i) Advance Research Project FTE Payment. No later than [____] **[CONFIRM DATE]**, the Foundation shall make a payment (the "Advance Research Project FTE Payment") to the Research Institution in an amount equal to US\$[____] (the "Advance Research Project FTE Payment Amount") which Advance Research Project FTE Payment Amount shall be applied as a credit against any other amounts payable by the Foundation to the Research Institution under this Agreement. **[DELETE IF NO ADVANCE PAYMENT TO BE MADE]**
- (ii) Calculation of Quarterly Research Project FTE Payments. Promptly following the end of the three-month period beginning on the Effective Date, and at the end of each consecutive three-month period thereafter during the Term (each such three-month period hereinafter referred to as a "Quarterly Research Project FTE Payment Period"), the Research Institution shall calculate the payment (each, a "Quarterly Research Project FTE Payment") to be made by the Foundation in respect of the Research Project FTE costs incurred by the Research Institution during such Quarterly Research Project FTE Payment Period. The Quarterly Research Project FTE Payment in respect of each Quarterly Research Project FTE Payment Period shall be calculated in accordance with the terms of this Agreement and shall be an amount (denominated in US

Dollars) equal to the aggregate sum of the result of the following calculation as determined for each Research Project FTE conducting Research Project Activities under this Agreement during such Quarterly Research Project FTE Payment Period: the product of (A) the Research Project FTE Rate multiplied by (B) the number of months (or pro rata portion thereof) during such Quarterly Research Project FTE Payment Period that such Research Project FTE actually conducted Research Project Activities under this Agreement multiplied by (C) the percentage effort (1% to 100%) of such Research Project FTE devoted to conduct Research Project Activities under this Agreement during such Quarterly Research Project FTE Payment Period; provided, however, the Research Institution hereby agrees that the amount of any such Quarterly Research Project FTE Payment shall not exceed an amount equal to (1) the Research Project FTE Rate multiplied by (2) three multiplied by (3) the Research Project FTE Maximum Number.

- (iii) Invoicing for Quarterly Research Project FTE Payments. Promptly following the calculation of the amount of each Quarterly Research Project FTE Payment, the Researcher shall deliver to the Foundation an invoice in respect of such Quarterly Research Project FTE Payment. Each invoice delivered by the Research Institution under this Section 6(b)(iii) shall (A) reference the "RecID" number set forth in the footer of this Agreement and (B) include a copy of the Research Project Activities Progress Report and Research Project FTE Report for covering the Quarterly Research Project FTE Payment Period for which such invoice was issued.
- (iv) Remittance of Quarterly Research Project FTE Payments. Subject to the terms and conditions of this Agreement, each Quarterly Research Project FTE Payment shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of invoice issued by the Research Institution in respect of such Quarterly Research Project FTE Payment. All payments made by the Foundation under this Section 6(c)(iv) shall be paid by check in US Dollars and remitted to the Research Institution at the address for payment set forth in Appendix A and shall include a reference to the Researcher.
- (c) Reimbursement of Certain Research Project Non-FTE Costs; Monthly Invoicing for Reimbursement of Certain Research Project Non-FTE Costs; Remittance of Monthly Research Project Non-FTE Costs Reimbursement Payments.
 - (i) Reimbursable Animals and Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities. Subject to Section 4(c) of this Agreement, the Foundation shall reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any

Reimbursable Animals and Reimbursable Animal Breeding, Care and Maintenance Supplies and Activities (collectively, the "Reimbursable Animals Costs").

- (ii) Reimbursable Consumables. Subject to Section 4(d) of this Agreement, the Foundation shall reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Consumables (collectively, the "Reimbursable Consumables Costs").
- (iii) Reimbursable Equipment. Subject to Section 4(e) of this Agreement, the Foundation shall reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Equipment (collectively, the "Reimbursable Equipment Costs").
- (iv) Reimbursable Other Research Project Costs. Subject to Section 4(f) of this Agreement, the Foundation shall reimburse the Research Institution for the actual costs incurred by the Research Institution in connection with any Reimbursable Other Research Project Costs.
- (v) Reimbursable Third Party Licenses. Subject to Section 4(g) of this Agreement, the Foundation shall reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Third Party Licenses (collectively, the "Reimbursable Third Party Licenses Costs").
- (vi) Reimbursable Third Party Services. Subject to Section 4(h) of this Agreement, the Foundation shall reimburse the Research Institution for the actual costs incurred by the Research Institution to procure any Reimbursable Third Party Services (collectively, the "Reimbursable Third Party Services Costs").
- (vii) Monthly Invoicing for Reimbursement of Certain Research Project Non-FTE Costs. Subject to this Section 6(c), promptly following the end of each month during the Term, the Research Institution shall calculate the amount of reimbursable costs of the type and nature described clauses (i) through (v) above incurred by the Research Institution during such month to be reimbursed by the Foundation (each, a "Monthly Research Project Non-FTE Costs Reimbursement Payment") and deliver an invoice to the Foundation in respect of (A) the Reimbursable Animals Costs incurred by the Research Institution during such month, (B) the Reimbursable Consumables Costs incurred by the Research Institution during such month, (C) the Reimbursable Equipment Costs incurred by the Research Institution during such month, (D) the Reimbursable Other Research Project Costs incurred by the Research Institution during such month, (E) the Reimbursable Third Party Licenses Costs incurred by the Research Institution during such month and (F) the Reimbursable Third Party

Services Costs incurred by the Research Institution during such month. Each invoice delivered by the Research Institution under this Section 6(c)(vi) shall (1) reference the "RecID" number set forth in the footer of this Agreement and (2) be itemized and contain detailed information in respect of the each cost being invoiced for reimbursement (including providing copies of appropriate invoices and/or receipts evidencing the purchase of each such cost).

- (viii) Remittance of Monthly Research Project Non-FTE Costs Reimbursement Payments. Subject to the terms and conditions of this Agreement, each Monthly Research Project Non-FTE Costs Reimbursement Payment shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of the invoice issued by the Research Institution in respect of such Monthly Research Project Non-FTE Costs Reimbursement Payment. All payments made by the Foundation under this Section 6(c)(viii) shall be paid by check in US Dollars and remitted to the Research Institution at the address for payment set forth in Appendix A and shall include a reference to the Researcher.
- (d) Calculation of Annual Indirect Costs Payments; Invoicing for Annual Indirect Costs Payments; Remittance of Annual Indirect Costs Payments.
 - (i) Calculation of Annual Indirect Costs Payments. Promptly following the end of the 12-month period beginning on the Effective Date, and at the end of each consecutive 12-month period thereafter during the Term (each such 12-month period hereinafter referred to as an "Annual Indirect Costs Payment Period"), the Research Institution shall calculate the payment (each, an "Annual Indirect Costs Payment") to be made by the Foundation in respect of the Indirect Costs incurred by the Research Institution during such Annual Indirect Costs Payment Period. The Annual Indirect Costs Payment in respect of each Annual Indirect Costs Payment Period shall be calculated in accordance with the terms of this Agreement and shall be an amount equal to the product of (A) 0.15 multiplied by (B) the sum of (1) the Research Project FTE Personnel Costs of each Research Project FTE actually conducting Research Project Activities under this Agreement during such Annual Indirect Costs Payment Period (such amount to be calculated based upon the actual number of months (or pro rata portion thereof) and the percentage effort (1% to 100%) that such Research Project FTE devoted to conduct Research Project Activities during such Annual Indirect Costs Payment Period) plus (2) the aggregate amount of Consumables (*including* Consumables which constitute Reimbursable Consumables) purchased by the Research Institution during such Annual Indirect Costs Payment Period for use in the conduct of the Research Project Activities under this Agreement. Notwithstanding the foregoing, the Parties hereby agree that the Annual Indirect Costs Payment in respect

of an Annual Indirect Costs Payment Period shall not exceed an amount equal to the sum of (w) the product of (i) 0.15 multiplied by (ii) the Research Project FTE Rate multiplied by (iii) 12 multiplied by (iv) the Research Project FTE Maximum Number plus (x) the product of (i) 0.15 multiplied by (ii) the amount of Reimbursable Consumables purchased by the Research Institution during such Annual Indirect Costs Payment Period for use in the conduct of the Research Project Activities under this Agreement.

- (ii) Invoicing for Annual Indirect Costs Payments. Promptly following the calculation of the amount of each Annual Indirect Costs Payment, the Research Institution shall deliver to the Foundation an invoice in respect of such Annual Indirect Costs Payment. Each invoice delivered by the Research Institution under this Section 6(d)(ii) shall (A) reference the "RecID" number set forth in the footer of this Agreement, (B) include a copy of the Audit Report covering the Annual Indirect Costs Payment Period for which such invoice was issued and (C) include detailed information and a detailed calculation for the amount of the Annual Indirect Costs Payment being invoiced.
- (iii) Remittance of Annual Indirect Costs Payments. Subject to the terms and conditions of this Agreement, each Annual Indirect Costs Payment shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of the Audit Report for each Annual Indirect Costs Payment Period. All payments made by the Foundation under this Section 6(d)(iii) shall be paid by check in US Dollars and remitted to the Research Institution at the address for payment set forth in Appendix A and shall include a reference to the Researcher.
- (e) Calculation of Annual Research Project FTE Overpayment Amount; Notice of Annual Research Project FTE Overpayment Amount; Payment of Annual Research Project FTE Overpayment Amount.
 - (i) Calculation of Annual Research Project FTE Overpayment Amount. Promptly following the receipt by the Foundation of the Audit Report for each Annual Indirect Costs Payment Period, the Foundation shall calculate the amount (each, a "Annual Research Project FTE Overpayment Amount"), if any, by which the aggregate amount of the Quarterly Research Project FTE Payments paid or payable by the Foundation in respect of such Annual Indirect Costs Payment Period exceeds the expenditure of such payments by Research Institution in accordance with this Agreement. The Annual Research Project FTE Overpayment Amount in respect of each Annual Indirect Costs Payment Period shall be calculated in accordance with the terms of this Agreement and shall be an amount equal to the positive difference, if any, between (A) the aggregate

amount of the Quarterly Research Project FTE Payments paid or payable by the Foundation in respect of such Annual Indirect Costs Payment Period minus (B) the sum of (1) the Research Project FTE Personnel Costs of each Research Project FTE actually conducting Research Project Activities under this Agreement during such Annual Indirect Costs Payment Period (such amount to be calculated based upon the actual number of months (or pro rata portion thereof) and the percentage effort (1% to 100%) that such Research Project FTE devoted to conduct Research Project Activities during such Annual Indirect Costs Payment Period) plus (2) the aggregate amount of Consumables (*excluding* Consumables which constitute Reimbursable Consumables) purchased by the Research Institution during such Annual Indirect Costs Payment Period for use in the conduct of the Research Project Activities under this Agreement.

- (ii) Notice of Annual Research Project FTE Overpayment Amount. Promptly following the calculation by the Foundation of each Annual Research Project FTE Overpayment Amount, the Foundation shall deliver to the Research Institution a notice (each, an "Annual Research Project FTE Overpayment Amount Notice"). Each Annual Research Project FTE Overpayment Amount Notice delivered by the Foundation under this Section 6(e)(ii) shall (A) include a reference to the "RecID" number set forth in the footer of this Agreement and (B) include a detailed calculation for the Annual Research Project FTE Overpayment Amount for which such Annual Research Project FTE Overpayment Amount Notice is being delivered.
- (iii) Payment of Annual Research Project FTE Overpayment Amount. The Foundation may, at any time and from time to time, elect, in its sole discretion, to credit all or any portion of any Annual Research Project FTE Overpayment Amount against any amounts owed by the Foundation to the Research Institution under this Agreement. In addition, the Foundation may, at any time and from time to time, elect, in its sole discretion, to receive a payment from the Research Institution of all or any portion of any Annual Research Project FTE Overpayment Amount by sending a written notice (each, an "Annual Research Project FTE Overpayment Amount Payment Notice") to such effect to the Research Institution. The Research Institution hereby agrees that any payment required to be made by the Research Institution in respect of any Annual Research Project FTE Overpayment Amount Payment Notice shall be due and payable by the Research Institution within 60 days of the date of the receipt by the Research Institution of such Annual Research Project FTE Overpayment Amount Payment Notice. All payments made by the Research Institution under this Section 6(e)(iii) shall (A) be paid by check in US Dollars and

remitted to the Foundation at the address set forth in Appendix A and (B) reference the "RecID" number set forth in the footer of this Agreement.

- (f) Right of the Foundation to Credit Advance Research Project FTE Payment Amount. The Research Institution hereby acknowledges and agrees that the Foundation shall have the right to apply the Advance Research Project FTE Payment Amount as a credit against any Quarterly Research Project FTE Payment, Monthly Research Project Non-FTE Costs Reimbursement Payment or Annual Indirect Costs Payment owed by the Foundation under this Agreement until the entire Advance Research Project FTE Payment Amount has been credited in full. **[DELETE IF NO ADVANCE PAYMENT TO BE MADE]**
- (g) Restrictions on the Use of Financial Support.
- (i) General Restriction on the Use of Financial Support. Unless otherwise agreed upon and approved by the Steering Committee in accordance with Section 5(a) of this Agreement (any such agreement by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), the Research Institution hereby agrees that all funds paid by the Foundation to the Research Institution under this Agreement will be used solely for the conduct of the Research Project Activities under this Agreement and for no other purpose.
- (ii) Specific Restrictions on the Use of Financial Support. Unless otherwise agreed upon and approved by the Steering Committee in accordance with Section 5(a) of this Agreement (any such agreement by the Steering Committee to be set forth in duly approved Steering Committee meeting minutes), the Research Institution hereby agrees:
- (A) to use funds which constitute a part of an Advance Research Project FTE Payment solely for (1) Research Project FTE Personnel Costs and (2) the purchase of Consumables (other than Consumables which constitute Reimbursable Consumables) for use in the conduct of the Research Project Activities under this Agreement; **[DELETE IF NO ADVANCE PAYMENT TO BE MADE]**
- (B) to use funds which constitute a part of a Quarterly Research Project FTE Payment solely for (1) Research Project FTE Personnel Costs and (2) the purchase of Consumables (other than Consumables which constitute Reimbursable Consumables) for use in the conduct of the Research Project Activities under this Agreement;
- (C) not to use funds which constitute a part of a Quarterly Research Project FTE Payment to pay the Research Project FTE Personnel

Costs of a Research Project FTE (other than the Researcher) with Research Project FTE Personnel Costs greater than US\$[____] per annum (unless approved by the Steering Committee in accordance with Section 5(a) of this Agreement); and

- (D) to use funds which constitute a part of a Monthly Research Project Non-FTE Costs Reimbursement Payment solely for the payment of the reimbursable costs for which the Research Institution submitted an invoice in respect of such Monthly Research Project Non-FTE Costs Reimbursement Payment.
- (h) Conditions to the Foundation's Payments. The Foundation may, but shall not be obligated to, make any of the payments required by this Section 6 upon the occurrence and continuation of any of the following events:
- (i) Death, Incapacity or Employment of Researcher. The Researcher dies, suffers an incapacitating accident or illness, leaves the employ of the Research Institution or takes a sabbatical or leave of absence from the Research Institution;
 - (ii) Interruption. The Research Projects are interrupted for more than 30 consecutive days at any time, or for more than 45 days in any 12 month period;
 - (iii) Change in Research Project. The Research Institution gives a Change of Circumstances Notice to the Foundation;
 - (iv) Lack of Approvals. The Research Institution notifies the Foundation that due to lack of necessary approvals it is incapable of performing its obligations under this Agreement;
 - (v) Duties of the Researcher. The duties of the Researcher set forth in this Agreement are not fulfilled; and
 - (vi) Breach of this Agreement. There is a material breach of this Agreement by the Research Institution.
- (i) Sources of Funding. The Research Institution understands that the Foundation may solicit financial support for the Research Projects from third parties and agrees to use any financial support so offered to pay for the conduct of the Research Projects under this Agreement during the Term. Such financial support shall be utilized in accordance with, and subject to, the terms and conditions of this Agreement. Notwithstanding the foregoing, prior to accepting any financial support from any such third party, the Research Institution shall have the right to (i) reasonably request information regarding the source of such financial support to determine whether the acceptance by the Research Institution of such financial

support from such third party would violate the stated policies of the Research Institution and (ii) refuse to accept such financial support if in the reasonable determination of the Research Institution the acceptance of such financial support from such third party would violate the stated policies of the Research Institution. Any such determination by the Research Institution shall not relieve the Foundation of its obligations to provide financial support to the Research Institution in accordance with the terms and conditions of this Agreement.

- (j) Annual Evaluation of the Research Project FTE Rate. The Parties acknowledge that the Parties have estimated and set the Research Project FTE Rate at an amount that approximates the actual Research Project FTE Personnel Costs to be incurred by the Research Institution and the cost of the Consumables to be purchased by the Research Institution to conduct the Research Project Activities in the performance of the Research Project. During each 45-day period beginning on the date which is 60 days prior to the end of the 12-month period beginning on the Effective Date and the end of each consecutive 12-month period thereafter during the Term, the Parties shall (i) evaluate the Research Project FTE Rate to determine if an increase or decrease in the Research Project FTE Rate is needed to more accurately reflect the actual Research Project FTE Personnel Costs and Consumables costs being incurred by the Research Institution to conduct the Research Project Activities in the performance of the Research Project and (ii) if it is determined that such an increase or decrease is warranted, negotiate in good faith an amendment to this Agreement to reflect any such increase or decrease.

Publication; CHDI Research Group and Results Sharing

7. Publication. The Researcher shall have (a) the sole and exclusive right to Publish Results and (b) the sole and final authority over any and all decisions related to Publication of Results. The Researcher shall use reasonable efforts to Publish, cause to be Published or otherwise publicly disseminate Results as soon as reasonably possible after such Results have been produced. The Researcher hereby agrees to provide appropriate acknowledgement of the Foundation's support of, and contribution to, the Research Projects in any Publication of the Results.
8. CHDI Research Group; Sharing of Results With Others.
- (a) CHDI Research Group. The Researcher and the Research Institution hereby acknowledge and agree that they are participating in a community of investigators and organizations (the "CHDI Research Group") funded by the Foundation and its affiliates whose objective is to rapidly discover and develop drugs that delay or slow Huntington's disease.
- (b) Delivery of Results to the Foundation; Withdrawal of Results. The Researcher and/or the Research Institution shall inform the Foundation of all Results produced or discovered within a reasonable period of time following the production or discovery of each such Result. If at any time after informing the

Foundation of Results pursuant to this Section 8(b), the Researcher or the Research Institution determines that there is a reasonable scientific basis to conclude that such Results are not scientifically valid, the Researcher or the Research Institution may so notify the Foundation and (i) the Foundation shall take reasonable steps to notify third parties to whom such Results have been disclosed that such Results are no longer scientifically valid and (ii) such Results shall not be deemed to be Results.

- (c) Disclosure of Results Within the CHDI Research Group. The Foundation may disclose Results to any member of the CHDI Research Group who has agreed to each of the covenants set forth in Section 8(d) of this Agreement with respect to any Results disclosed to such member.
- (d) Disclosure of Third Party Results to the Researcher or the Research Institution. With respect to any Third Party Results disclosed to the Researcher or the Research Institution, each of the Researcher and the Research Institution hereby agree:
 - (i) to hold all Third Party Results in confidence until such Third Party Results are Published or otherwise made publicly available (except by breach of this Agreement) so that the disclosure of the Third Party Results among members of the CHDI Research Group does not constitute a public disclosure and so that the ability to patent the Third Party Results is preserved; provided, however, neither the Researcher or the Research Institution shall be required to hold any Third Party Results in confidence if such Third Party Results (A) were previously known by the Researcher or the Research Institution other than by reason of disclosure by the Foundation; (B) were publicly disclosed except by breach of this Agreement either prior to or subsequent to the receipt of such Third Party Results by the Researcher or the Research Institution; (C) are rightfully received by the Researcher or the Research Institution from a third party without an express obligation of confidence to the Foundation or the member of the CHDI Research Group who discovered such Third Party Results; (D) are independently developed by the Researcher or the Research Institution without use or reliance upon Third Party Results provided by the Foundation; or (E) are disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Researcher or the Research Institution, as the case may be, takes reasonable steps to provide the Foundation with sufficient prior notice in order to allow the Foundation to contest such request, requirement or order;
 - (ii) to discuss the Third Party Results only with those members of the laboratories of the Researcher that are advised (A) of the confidential nature of the Third Party Results and (B) that the Third Party Results must

not be shared with anyone outside of the laboratories of the Researcher until the Third Party Results are made publicly available;

- (iii) until the Third Party Results are made publicly available, to not Publish or otherwise publicly disclose methods, data or other results which are derived using the Third Party Results without appropriate written permission; and
- (iv) to acknowledge other researchers appropriately if the Third Party Results have contributed to a Publication or presentation of Results.
- (e) Disclosure not to Constitute Publication. The Parties acknowledge that it is the intention of the Foundation, the Research Institution and the other members of the CHDI Research Group that the sharing of Results and Third Party Results among members of the CHDI Research Group is to be conducted in a manner so that such sharing shall not constitute "disclosure" for patent purposes.
- (f) Disclosure of Results Outside the CHDI Research Group. On and after the date which is two years following the date on which each Result was required to be disclosed to the Foundation under this Agreement (each such date hereinafter referred to as the "Disclosure Date" in respect of such Result), the Foundation shall have the right to disclose (other than through Publication) such Result to any individual or organization without any restrictions unless prior to the Disclosure Date the Researcher or the Research Institution notifies the Foundation that there exists good reasons for such disclosure to be withheld for an additional six-month period, in which case the Disclosure Date will be extended for an additional six months and the provisions of this Section 8(f) shall apply to such new Disclosure Date.

Intellectual Property

9. Ownership.

- (a) Ownership Rights of the Research Institution. The Research Institution shall own (or co-own as determined by joint invention or collaboration) all intellectual property (including Patented Inventions and Other Intellectual Property) conceived, discovered, invented or first reduced to practice in the performance of the Research Projects during the Term. The Research Institution hereby agrees that it will not sell or otherwise transfer title to any Patented HD Inventions or Other HD Intellectual Property to any third party unless such third party takes title to such Patented HD Inventions or Other HD Intellectual Property (i) subject to the rights of the Foundation in such Patented HD Inventions or Other HD Intellectual Property under this Agreement and (ii) assumes the obligations of the Research Institution with respect to such Patented HD Inventions or Other HD Intellectual Property under this Agreement.

- (b) Ownership Rights of the Foundation. Except as expressly set forth in this Agreement, the Foundation shall have no interest in any intellectual property conceived, discovered, invented or first reduced to practice in the performance of the Research Projects during the Term.
10. Inventorship. The identity of the inventor(s) of all Patented Inventions shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).
11. Disclosure of Inventions; Disclosure of Patent Filings.
- (a) Disclosure of Inventions. If the Research Institution or the Foundation believes any intellectual property (including Patented Inventions and Other Intellectual Property) has been conceived, discovered or invented in the course of the conduct, or resulting from the performance, of the Research Projects during the Term, such Party will promptly give notice of such intellectual property to the other Party.
- (b) Disclosure of Patent Filings. Within 30 days following the filing of a patent application (including provisional patent applications and each patent application filed corresponding to a previously filed provisional patent application) claiming any Patented HD Invention, the Research Institution shall give notice to the Foundation setting forth the date of filing of such patent application and shall include with such notice a complete and accurate copy of the patent application filed.
12. Non-Exclusive Licenses.
- (a) Non-Exclusive Licenses of Patented HD Inventions. With respect to each patent (including (i) any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent or (ii) any intellectual property rights claimed in respect of such patent) claiming a Patented HD Invention, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (A) make, have made, use and have used products or processes resulting from such Patented HD Invention, (B) practice and have practiced such Patented HD Invention and (C) use and have used the Confidential Information (as defined in Section 14 of this Agreement) relating to such Patented HD Invention. The foregoing license (1) shall be for HD Research and Development only, (2) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (3) shall not be subject to royalties or other fees and (4) shall include the right to

grant sublicenses on the same terms; provided, that, such sublicense (a) is granted without payment of royalties, other fees or profit and (b) prohibits the sublicensee from granting sublicenses.

- (b) Non-Exclusive Licenses of Other HD Intellectual Property. With respect to any Other HD Intellectual Property, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (i) make, have made, use and have used products or processes resulting from such Other HD Intellectual Property, (ii) practice and have practiced such Other HD Intellectual Property and (iii) use and have used the Confidential Information relating to such Other HD Intellectual Property. The foregoing license (A) shall be for HD Research and Development only, (B) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (C) shall not be subject to royalties or other fees and (D) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (1) is granted without payment of royalties, other fees or profit and (2) prohibits the sublicensee from granting sublicenses.
13. Non-Assert Covenant. The Research Institution hereby undertakes not to bring any action or assist others in bringing any action, and undertakes to ensure, by contract or otherwise, that its licensees and assignees of any Patented Invention or Other Intellectual Property will not bring any action or assist others in bringing any action, against the Foundation, its licensees or assignees of any Patented HD Invention or Other HD Intellectual Property or any other person on the ground that the practice or use, as the case may be, of (a) the inventions described or claimed in any Patented HD Invention or (b) Other HD Intellectual Property for HD Research and Development infringes or misappropriates the proprietary rights of the Research Institution, its licensees or assignees in any Patented Invention or Other Intellectual Property.

Confidential Information; Publicity

14. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean this Agreement and all information provided by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly identified as "Confidential" by the Disclosing Party at the time of disclosure. If such transmittal occurs orally, the Disclosing Party will promptly reduce such transmittal to writing, mark and identify it as confidential, and provide such record to the Receiving Party. Specifically excepted from Confidential Information is all information that: (a) was previously known by the Receiving Party other than by reason of disclosure by the Disclosing Party; (b) is publicly disclosed except by breach of this Agreement either prior to or subsequent to the Receiving Party's receipt of such information; (c) is rightfully received by the Receiving Party from a third party without an express obligation of confidence to the Disclosing

Party; (d) is independently developed by the Receiving Party without use or reliance upon Confidential Information provided by the Disclosing Party; (e) is disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party with sufficient prior notice in order to allow the Disclosing Party to contest such request, requirement or order; or (f) was provided by the Disclosing Party more than five years prior to disclosure by the Receiving Party.

15. Confidentiality. The Receiving Party shall not disclose any Confidential Information without prior written authorization from the Disclosing Party, except (a) the Foundation may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 8 of this Agreement; (b) the Foundation may disclose Confidential Information in furtherance of the any license contemplated in Section 12 of this Agreement, provided that the Foundation imposes a corresponding obligation of confidentiality on the third party receiving such Confidential Information; and (c) either Party may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 16 of this Agreement.
16. Publicity. No Party shall use the name, trademarks, logos, physical likeness or other symbol of another Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written consent of an authorized representative of the affected Party, except that (a) either Party may make reference to the Foundation's support of the Research Project, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described and (b) either Party may disclose, without the other Party's approval, (i) the existence of this Agreement; (ii) a general summary of the subject matter of the Research Project; (iii) the aggregate dollar amount of financial support to be provided under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.

Representations and Covenants

17. Representations and Covenants. The Research Institution hereby agrees to each of the following:
- (a) Compliance with Law. The Research Project will be conducted in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.
- (b) Audit; Access. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Research Institution's compliance with this Agreement; provided, however, the Foundation shall not be entitled to exercise such audit rights more than one time during any calendar year and (ii) the Research Institution will provide the Foundation and its representatives with reasonable access to the Research Project facilities, data and personnel (including the Researcher) in order to assess the progress of the

Research Projects; provided, however, the Foundation shall not be entitled to exercise its access rights more than two times during any calendar year. The Foundation shall be responsible for any expenses incurred by the Foundation in connection with its exercise of the audit and access rights set forth in this Section 17(b).

- (c) Permits and Approvals. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has obtained all, and will use its best efforts to obtain all future assignments, permits, consents and other approvals necessary for the Research Institution to perform its obligations and convey the rights granted under this Agreement.
- (d) Conflicting Obligations. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has not granted and will not knowingly grant any right, and has not entered into and will not knowingly enter into any agreement or understanding that conflicts with the Research Institution's obligations or the Foundation's rights under this Agreement (including any agreement to license Third Party Licenses or to procure any Consumables or Third Party Services).
- (e) Return of Reimbursable Equipment. If either (i) the Research Institution ceases to conduct research supported by the Foundation or (ii) the Research Institution continues to conduct research supported by the Foundation but no longer requires the use of any Reimbursable Equipment in connection with such research, then the Research Institution shall, upon the written request of the Foundation, transfer title to such Reimbursable Equipment for nominal consideration to the Foundation or to such third party as the Foundation may otherwise specify, provided, that, such written request is delivered to the Research Institution within six months of (A) in the case of (i) above, the date Research Institution ceases to conduct research supported by the Foundation and (B) in the case of (ii) above, the date it is determined by the Foundation that the Researcher no longer requires the use of such capital equipment. Any such capital equipment shall be relocated as directed by the Foundation at the Foundation's expense and risk of loss.
- (f) Research Materials. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, Research Materials available to third parties under the terms of the material transfer agreement attached hereto as Exhibit 1. Subject to any other material transfer agreements or other legal restrictions, the Research Institution will, upon the request of the Foundation, make any Research Materials available to the Foundation under the terms of the material transfer agreement attached hereto as Exhibit 2.
- (g) Research Team. The Research Projects shall only be conducted by individuals (including the Researcher) who have agreed to assign any rights they may acquire in any resulting intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement. The

Research Institution shall cause any such individual to assign any such intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement.

- (h) Responsibility for Breaches by the Researcher. The Research Institution hereby acknowledges and agrees that (a) the failure by the Researcher to (i) discharge the obligations of the Researcher set forth in this Agreement or (ii) comply with the provisions set forth in this Agreement applicable to the Researcher (including Section 14 and Section 15 of this Agreement to the extent that the Researcher is a Receiving Party of Confidential Information) shall constitute a breach of this Agreement by the Research Institution and (b) the Research Institution shall be liable to the Foundation for any such breach.
- (i) Further Assurances. The Research Institution shall execute such further documents, instruments, licenses and assurances and take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Term; Termination; Effect of Termination

18. Term; Termination; Effect of Termination.

- (a) Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with the terms hereof or by the mutual written agreement of the Parties.
- (b) Termination of Certain Provisions by the Foundation.
 - (i) Termination with Advance Notice. At any time after **[21-month]** **[CONFIRM INITIAL TIME PERIOD]** anniversary of the Effective Date, the Foundation may, by giving 90 days written prior notice to the Research Institution, elect to immediately terminate this Agreement and discontinue the Research Projects.
 - (ii) Termination Upon the Occurrence of Certain Events. The Foundation may, by giving notice to the Research Institution, elect to immediately terminate this Agreement and discontinue the Research Projects upon the occurrence and continuation of any of the following events:
 - (A) Non-Curable Conditions. The occurrence and continuation of any of the events described in Section 6(h)(i) through Section 6(h)(iv) of this Agreement.
 - (B) Breach of this Agreement. If the Research Institution (1) breaches any representation, warranty or covenant given by it under this Agreement or (2) defaults in the performance of any of its

obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Research Institution of notice of such breach or default from the Foundation.

- (c) Termination of Certain Provisions by the Research Institution. The Research Institution may, by giving notice to the Foundation, elect to terminate this Agreement and discontinue the Research Projects upon the occurrence and continuation of any of the following events:
- (i) Termination with Advance Notice. At any time after **[21-month]** **[CONFIRM INITIAL TIME PERIOD]** anniversary of the Effective Date, the Research Institution may, by giving 90 days written prior notice to the Foundation, elect to immediately terminate this Agreement and discontinue the Research Projects.
 - (ii) Termination Upon the Occurrence of Certain Events. The Research Institution may, by giving notice to the Foundation, elect to terminate this Agreement and discontinue the Research Projects upon the occurrence and continuation of any of the following events:
 - (A) Non-Curable Conditions. The occurrence and continuation of any of the events described in Section 6(h)(i) of this Agreement.
 - (B) Breach of this Agreement. If the Foundation (1) breaches any representation, warranty or covenant given by it under this Agreement or (2) defaults in the performance of any of its obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Foundation of notice of such breach or default from the Research Institution.
- (d) Effect of Termination.
- (i) General. The Parties hereby acknowledge and agree that, subject to the terms of this Agreement, the termination of this Agreement shall not (A) relieve any Party then in breach of this Agreement for any liabilities to the other Party in respect of any breach under this Agreement or (B) relieve either Party from any of the obligations such Party may have to the extent such obligations accrued prior to the date of such termination or (C) relieve either Party from any of the obligations such Party may have under any of the sections or provisions of this Agreement that expressly survive any termination of this Agreement.
 - (ii) Termination Other than for Cause by the Foundation. In the event (A) the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 18(b)(ii)(A) of this Agreement or (B) the Research Institution elects to terminate this Agreement and

discontinue the Research Project pursuant to Section 18(c) of this Agreement, (1) the Foundation shall only be obligated to provide financial support to the Research Institution for the Research Projects under this Agreement in an amount necessary to pay for (x) a pro rata portion of the Quarterly Research Project FTE Payment, Monthly Research Project Non-FTE Costs Reimbursement Payment and Annual Indirect Costs Payment (as calculated in accordance with Section 6 of this Agreement) through the date of the occurrence of the event giving rise to the Foundation's right to terminate this Agreement under Section 18(b)(ii)(A) of this Agreement or the Research Institution's right to terminate this Agreement under Section 18(c) of this Agreement, as the case may be, and (y) all outstanding non-terminable or non-cancelable obligations (whether such obligation is due and payable before, on or after the date of termination of this Agreement) incurred by the Research Institution up to the date of the occurrence of the event giving rise to the Foundation's right to terminate this Agreement under Section 18(b)(ii)(A) of this Agreement or the Research Institution's right to terminate this Agreement under Section 18(c) of this Agreement, as the case may be, and (2) the Research Institution shall be obligated to pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to (x) a pro rata portion of the Annual Research Project FTE Overpayment Amount through the date of the occurrence of the event giving rise to the Foundation's right to terminate this Agreement under Section 18(b)(ii)(A) of this Agreement or the Research Institution's right to terminate this Agreement under Section 18(c) of this Agreement, as the case may be, **and (y) any remaining portion of the Advance Research Project FTE Payment Amount which has not previously been credited by the Foundation against amounts owed by the Foundation under this Agreement]** **[DELETE PROVISION IF NO ADVANCE PAYMENT]**.

- (iii) Termination with Advance Notice or for Cause by the Foundation. In the event the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 18(b)(i) and Section 18(b)(ii)(B) of this Agreement, (A) the Foundation shall only be obligated to provide financial support to the Research Institution for the Research Projects under this Agreement in an amount necessary to pay for a pro rata portion of the Quarterly Research Project FTE Payment, Monthly Research Project Non-FTE Costs Reimbursement Payment and Annual Indirect Costs Payment (as calculated in accordance with Section 6 of this Agreement) through the date of the termination of this Agreement and (B) the Research Institution shall be obligated to pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to (1) a pro rata portion of the Annual Research Project FTE Overpayment Amount through the date of the termination of this Agreement **and (2) any remaining portion of the Advance Research Project FTE**

Payment Amount which has not previously been credited by the Foundation against amounts owed by the Foundation under this Agreement] [DELETE PROVISION IF NO ADVANCE PAYMENT].

- (e) Facilitation of Continued Research. Upon any termination of this Agreement, if requested by the Foundation, the Research Institution will use its reasonable efforts to facilitate the continuance of the Research Projects elsewhere.
- (f) Limited Survival of Certain Provisions. This Section 18(f) (Limited Survival) and Section 5(c) (Reporting), Section 14 (Confidential Information), Section 15 (Confidentiality), Section 17(b) (Audit; Access) and Section 18(e) (Facilitation) of this Agreement shall survive the expiration or termination of this Agreement for a period of five years.
- (g) Indefinite Survival of Certain Provisions. This Section 18(g) (Indefinite Survival) and Section 1 (Definitions), Section 2 (Researchers), Section 4(b) (Foundation Provided Materials), Section 5(b) (Recordkeeping), Section 6(b) (Semi-Annual Research Project FTE Payment), Section 6(c) (Research Project Non-FTE Costs), Section 6(d) (Annual Indirect Costs Payment), Section 6(e) (Annual Research Project FTE Overpayment Amount), Section 6(f) (Restrictions on Financial Support), Section 6(g) (Conditions to Payments), Section 6(h) (Sources of Funding), Section 7 (Publication), Section 8 (CHDI Research Group), Section 9 (Ownership), Section 10 (Inventorship), Section 11 (Disclosure of Inventions and Patent Filings), Section 12 (Licenses), Section 13 (Non-Assert), Section 16 (Publicity), Section 17(e) (Equipment), Section 17(f) (Research Materials), Section 17(g) (Research Team), Section 17(h) (Responsibility for Breaches by the Researcher), Section 17(i) (Further Assurances), Section 21 (Notices), Section 22 (Indemnity), Section 23 (Alternate Dispute Resolution), Section 24 (Assignment), Section 25 (Entire Agreement), Section 26 (No Waiver), Section 27 (Severability), Section 28 (Interpretation), Section 29 (Governing Law) and Section 30 (Strict Construction) of this Agreement shall survive the expiration or termination of this Agreement indefinitely. **[UPDATE SECTION CROSS REFS BEFORE SENDING OUT]**

Miscellaneous

- 19. Independent Contractor. The Research Institution is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation.
- 20. Independent Research. Nothing in this Agreement shall be construed to limit the freedom of the Research Institution to engage in similar inquiries made independently under other grants, contracts or agreements with parties other than the Foundation.
- 21. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the Party at its address

set forth in Appendix A or such other address as the Party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.

22. Indemnification; Limitation of Liability.

- (a) Indemnification by the Foundation. The Foundation shall indemnify the Research Institution, including, as applicable, its members, trustees, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Research Institution (and/or such other related persons) as a result of the Foundation's negligence, willful misconduct or breach of this Agreement.
- (b) Indemnification by the Research Institution. The Research Institution shall indemnify the Foundation, including, as applicable, its members, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Foundation (and/or such other related persons) as a result of the Research Institution's or the Researcher's negligence, willful misconduct or breach of this Agreement.

23. Alternative Dispute Resolution.

- (a) Mediation. If a dispute arises out of or relates to this Agreement, or breach thereof, and the dispute is not resolved by negotiation, the Parties hereby agree to try in good faith to settle the dispute through mediation. Either Party to the dispute may give notice to the other Party of such Party's desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The Parties must jointly appoint a mutually acceptable mediator. The mediation shall take place in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties). If the Parties are unable to agree upon the appointment of a mediator within 10 days after a Party has given notice of a desire to mediate the dispute, either Party may apply in writing to the organization or person agreed to by the Parties in writing, for appointment of a mediator. The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel. If the dispute is not resolved in this manner within 30 days after the commencement of mediation, either Party may submit the dispute to arbitration pursuant to the terms of this Agreement. The Parties agree that any and all such proceedings shall be confidential.
- (b) Arbitration. In the event that the parties do not resolve the dispute through mediation as provided above, such dispute arising out of or relating to this Agreement, or breach thereof, shall be settled by a single arbitrator in an arbitration in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties) administered by **[JAMS under its**

Comprehensive Arbitration Rules and Procedures]/[JAMS under (i) its Comprehensive Arbitration Rules and Procedures if the arbitration is held in New York, NY or (ii) the JAMS International Arbitration Rules if the arbitration is held in [____][INSERT NAME OF CITY OUTSIDE USA]].

The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.

24. Assignment. The Research Institution may not assign this Agreement without the written consent of the Foundation. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
25. Incorporation of Appendices and Exhibits; Entire Agreement; Amendment. The appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Research Projects and all prior understandings and agreements relating to the Research Projects are superseded hereby. This Agreement may not be amended except by a document signed by duly authorized representatives of the Research Institution and the Foundation.
26. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
27. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
28. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
29. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or

conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

30. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
31. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Research Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

RESEARCH INSTITUTION:

[_____]

By: _____
Name:
Title:

[Each of the]/[The] undersigned hereby agrees that I am **[one of]** the Researcher**[(s)]** as defined in this Agreement. I also agree to be bound by the provisions of Section 7 and Section 8 and each of Section 14 and Section 15 of this Agreement to the extent that I am the "Receiving Party" of "Confidential Information" (both as defined in the Agreement). I hereby acknowledge that I have read this Agreement and further acknowledge that certain actions by me or my failure to perform certain actions shall constitute a breach of this Agreement by the Research Institution. I hereby assign, and agree to assign, to the Research Institution any and all right, title and interest I have in and to all my interest in the Patentable HD Invention and Other HD Intellectual Property.

RESEARCHER(S)

[Insert Name of Researcher]

[Insert Name of Researcher]

Appendix A to Research Agreement

Foundation			
Name:	CHDI Foundation, Inc.	Telephone:	212-660-8102
Contact Person/Title:	Ruth Basu / Chief Administrative Officer	Fax:	212-239-2101
Address:	c/o CHDI Management, Inc. 350 Seventh Avenue Suite 200 New York, NY 10001	E-Mail:	ruth.basu@chdifoundation.org

Research Institution			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Researcher			
Name:		Telephone:	
Title:		Fax:	
Address:		E-Mail:	

Exhibit 1 to Research Agreement

(Form of Material Transfer Agreement)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____], by and between [____] (the "PROVIDER"), [____] (the "PROVIDER SCIENTIST"), [____], a [____] (the "RECIPIENT"), and [____] (the "RECIPIENT SCIENTIST"). The address and other contact information of each party hereto is as set forth in Appendix A.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials between the parties hereto.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "HD RESEARCH AND DEVELOPMENT" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).
 - (b) "MATERIAL" means ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (i) MODIFICATIONS or (ii) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
 - (c) "MODIFICATIONS" means substances created by the RECIPIENT which contain/incorporate the MATERIAL.
 - (d) "ORIGINAL MATERIAL" means [____] [INSERT DESCRIPTION OF ORIGINAL MATERIAL].
 - (e) "PROGENY" means unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
 - (f) "PROVIDER" has the meaning set forth in the preamble and is the organization providing the ORIGINAL MATERIAL.

- (g) "RECIPIENT" has the meaning set forth in the preamble and is the organization receiving the ORIGINAL MATERIAL.
- (h) "UNMODIFIED DERIVATIVES" means substances created by the RECIPIENT which constitute an unmodified functional subunit.

2. Provision of Material; Ownership.

- (a) Provision of Material. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the PROVIDER shall provide to the RECIPIENT **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]**.
- (b) Ownership.
 - (i) The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
 - (ii) The RECIPIENT retains ownership of: (A) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein) and (B) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If (1) a MODIFICATION referred to in (A) above or (2) a substance referred to in (B) above results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. Non-Exclusive License; Use of Material.

- (a) Non-Exclusive License. The PROVIDER hereby grants to the RECIPIENT a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the MATERIAL and (ii) use the MATERIAL for the sole purpose of conducting HD RESEARCH AND DEVELOPMENT.
- (b) Use of Material. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
 - (i) is to be used solely for HD RESEARCH AND DEVELOPMENT purposes only;
 - (ii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

- (iii) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
 - (iv) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
- 4. Requests for Material from Third Parties. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision.
- 5. Distribution of Substances and Modifications.
 - (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.
 - (b) Under an agreement at least as protective of the PROVIDER's rights, the RECIPIENT may distribute MODIFICATIONS to third parties for HD RESEARCH AND DEVELOPMENT purposes only.
 - (c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may not distribute MODIFICATIONS to third parties for any purpose other than HD RESEARCH AND DEVELOPMENT. It is recognized by the RECIPIENT that any use of MODIFICATIONS for any purposes other than for HD RESEARCH AND DEVELOPMENT may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
- 6. The Recipient's Acknowledgement of Intellectual Property Rights. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for any purpose other than HD RESEARCH AND DEVELOPMENT.

7. Requirement to Negotiate Commercial License to Use the Materials. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for any purpose other than HD RESEARCH AND DEVELOPMENT, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.
8. Right of the Recipient to File Patent Applications. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees not to file any patent application claiming, the MATERIAL, MODIFICATIONS or method(s) of manufacture of the MATERIAL.
9. No Warranties. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
10. Assumption of Liability; Indemnification. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER. Except to the extent prohibited by law, the RECIPIENT will indemnify the PROVIDER (and its officers, faculty, trustees, and agents) against any loss, claim or demand suffered by the PROVIDER due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER.
11. No Effect on Publication; Acknowledgement of Source of the Material. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
12. Compliance with Law. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. Termination. This Agreement will terminate upon a material breach of any representation, warranty or covenant of this Agreement by the RECIPIENT and such breach is not remedied within 45 days of the receipt by the RECIPIENT of notice of such breach from the PROVIDER. Upon the termination of this Agreement, the RECIPIENT will (a) discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL and (b) at the RECIPIENT's discretion, either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS.
14. Survival of Certain Provisions. Section 2(b) Section 6, Section 9, Section 10, Section 16, Section 17, Section 19, Section 20, Section 21 and Section 22 shall survive any termination of this Agreement.
15. Cost to Provide Material. **The MATERIAL is provided at no cost.]/[The Material is provided subject to a transmittal fee in the amount of \$[____] which amount solely covers the PROVIDER's preparation and distribution costs.] [SELECT AS APPROPRIATE]**
16. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the party at its address set forth in Appendix A or such other address as the party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.
17. Assignment. Neither the Recipient nor the Recipient Scientist may assign this Agreement without the written consent of the Provider.
18. Incorporation of Appendices and Exhibits; Entire Agreement; Amendment. The appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.
19. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
21. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
23. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Material Transfer Agreement
as of the date first written above.

Provider:

[_____]

By: _____

Name:

Title:

Recipient:

[_____]

By: _____

Name:

Title:

Provider Scientist:

[_____]

By: _____

Name:

Title:

Recipient Scientist:

[_____]

By: _____

Name:

Title:

Appendix A to Material Transfer Agreement

(Original Materials)

Provider			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Recipient			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Provider Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Recipient Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	

CHDI Draft: [_____]
(For Discussion Purposes Only)

Address:		E-Mail:	
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Exhibit 2 to Research Agreement

(Form of Material Transfer Agreement for Research Materials)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____] (the "Effective Date"), by and between CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"), and [____], a [____] corporation (the "Provider").

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments and cures of Huntington's disease ("HD") and has access to a variety of relevant research tools including in vitro and in vivo assays and animal models.

The Provider possesses certain materials and is willing to supply the Foundation with such materials to enable the Foundation to perform, or have performed, research and development related to HD.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials from the Provider to the Foundation and the use of such materials by the Foundation.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Foundation Collaborators" means those third parties to whom the Foundation grants the right to use the Material for HD Research and Development, including any entity collaborating with the Foundation in the conduct of HD Research and Development and/or fee for service laboratories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development.
 - (b) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of HD other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
 - (c) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other substances created by the Foundation or a Foundation Collaborator through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.
 - (d) "Modifications" means substances created by the Foundation or a Foundation Collaborator which contain/incorporate the Material.

- (e) "Original Materials" means the materials described on Schedule A.
(f) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
(g) "Unmodified Derivatives" means substances created by the Foundation or a Foundation Collaborator which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of the Original Materials; No Warranties; Ownership.

- (a) Provision of the Original Materials; No Warranties.
(i) Provision of the Original Materials. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the Provider shall provide to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator) [the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]. [The Foundation shall reimburse the Provider for the cost of the delivery of the Original Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Original Material is provided at no cost.]/[The Original Material is provided subject to the payment of a transmittal fee by the Foundation in the amount of \$[_____] which is the Provider's reasonable direct costs associated with so providing the Original Material.] [SELECT AS APPROPRIATE]
(ii) No Warranties. Any Original Materials provided to the Foundation hereunder are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
(b) Ownership.
(i) Ownership of the Material. As between the Provider and the Foundation or any Foundation Collaborator, the Provider shall retain ownership of the

Material, including any Material contained or incorporated in any Modification.

- (ii) Ownership of Modifications and Other Substances. As between the Provider and the Foundation or any Foundation Collaborator, the Foundation or Foundation Collaborator, as the case may be, retains ownership of: (A) Modifications (except that the Provider retains ownership rights to the Material included therein) and (B) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives).

3. Non-Exclusive License; Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators; Use of the Material.

- (a) Non-Exclusive License. The Provider hereby grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material for the sole purpose of conducting HD Research and Development.
- (b) Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators. The Provider (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material shall be stored, handled and distributed on behalf of the Foundation by a Foundation Collaborators engaged by the Foundation to store, handle and distribute the Material, (B) the programs of HD Research and Development shall be conducted by one or more Foundation Collaborators and (C) the Material may be transferred, and the rights granted to the Foundation pursuant to Section 3(a) of this Agreement may be sublicensed, to the Foundation Collaborators.
- (c) Use of the Material. The Foundation hereby agrees:
 - (i) to use the Material for the sole purpose of conducting HD Research and Development and for no other purpose;
 - (ii) to use the Material in compliance with all applicable laws, rules and regulations;
 - (iii) not to use the Material in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (iv) except as expressly permitted by this Agreement, not to transfer the Material or the Information to any third party; and

- (v) cause each Foundation Collaborator to agree to comply with each of Section 3(c)(i), Section 3(c)(ii), Section 3(c)(iii) and Section 3(c)(iv) of this Agreement.

4. Intellectual Property; Acknowledgements of the Foundation in Respect of Intellectual Property.

- (a) Intellectual Property. The Provider hereby acknowledges and agrees that nothing in this Agreement gives the Provider any ownership interests or intellectual property or other rights in any (i) any substances created by the Foundation or any Foundation Collaborator through the use of the Material other than as expressly provided in Section 2(b)(ii) of this Agreement or (ii) any results, discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, data or collections of data conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material. The Provider hereby further acknowledges and agrees that the Foundation and Foundation Collaborators are free to file patent application(s) claiming inventions conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material; provided, that, the Foundation agrees, and shall cause each Foundation Collaborator to agree, not to file any patent application containing a composition of matter claim for the Material, per se.
- (b) Acknowledgements of the Foundation in Respect of Intellectual Property. The Foundation acknowledges, and shall cause each Foundation Collaborator to acknowledge, that the Material is, or may be, the subject of a patent application. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to the Foundation or any Foundation Collaborator under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents of the Provider for any purpose other than HD Research and Development.

5. Acknowledgement of the Source of the Material. The Foundation agrees, and shall cause each Foundation Collaborator to acknowledge and agree, to provide appropriate acknowledgement of the source of the Material in all publications related to HD Research and Development conducted using the Material.

6. Assumption of Liability; Indemnification; Limitation on Damages.

- (a) Assumption of Liability; Indemnification. Except to the extent prohibited by law, the Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. The Provider will not be liable to the Foundation for any loss, claim or demand made by the Foundation or a Foundation Collaborator, or made against the Foundation or a Foundation Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. Except to the extent prohibited by law, the Foundation will defend and indemnify the Provider (and its directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Provider to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator.
- (b) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) DEATH OR PERSONAL INJURY OR (II) FRAUD.
7. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Foundation and such breach is not remedied within 45 days of the receipt by the Foundation of notice of such breach from the Provider.
- (b) Effect of Termination. Upon any termination of this Agreement, the Foundation (i) will immediately discontinue its use of the Material and any Modifications and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications.
- (c) Survival of Certain Provisions. This Section 7 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14 and Section 15 of this Agreement shall survive any termination of this Agreement.
8. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered

shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Fax: 212-239-2101
Attention: General Counsel

If to the Provider to:

[_____]
[_____]
[_____]

Attention: [_____]
Fax: [_____]

9. Assignment. The Foundation may not assign this Agreement without the written consent of the Provider.
10. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.

11. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
13. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
14. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
16. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the parties hereto have executed this Material Transfer Agreement as of the date first written above.

Foundation:

CHDI Foundation, Inc.

By: _____
Name:
Title:

Provider:

[_____] **[INSERT NAME OF PROVIDER]**

By: _____
Name:
Title:

Schedule A to Material Transfer Agreement

(Original Materials)

<u>Item</u>	<u>Description of Original Material</u>	<u>Amount</u>
1		
2		
3		
4		
5		
6		
7		

[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH MATERIAL TO BE PROVIDED]

Shipping Address/Information

[____]

RESEARCH AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

RESEARCH AGREEMENT (this "Agreement"), dated as of [____], 200[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). The Company and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Foundation's mission is to rapidly discover and develop drugs that delay or slow the progression of Huntington's disease.

The Company has certain expertise in the field of [____].

The Foundation and the Company desire to collaborate in the conduct of certain research and development activities related to Huntington's disease pursuant to specific Projects (as defined in Section 1(u) of this Agreement).

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
 - (a) "Affiliate" means any Person which directly or indirectly controls, is controlled by or is under common control with a Party. As used in this definition, the term "control" means, as to any Person: (i) direct or indirect ownership of 50% or more of the voting interests or other ownership interests in a Person (or such lesser percentage which is the maximum allowed to be owned by such Person in a particular jurisdiction); (ii) direct or indirect ownership of 50% or more of the interest in the income of the Person in question; or (iii) possession, directly or indirectly, of the power to direct or cause the direction of management or policies of the Person in question (whether through ownership of securities or other ownership interests, by contract or otherwise). An entity will cease to be an Affiliate if such control relationship no longer exists.
 - (b) "Background Intellectual Property" means the Company Background Intellectual Property the Foundation Background Intellectual Property.
 - (c) "Bankruptcy Event" means the (i) making of a general assignment for the benefit of creditors by an entity; (ii) filing of any petition by an entity, or the commencement of any proceeding voluntarily by an entity, for any relief under

any bankruptcy or insolvency laws or any law relating to the relief of debtors; (iii) consent by an entity to the entry of an order in an involuntary bankruptcy or insolvency case; (iv) entry of an order or decree for relief against an entity by a court of competent jurisdiction in an involuntary case under any bankruptcy or insolvency laws or any law relating to the relief of debtors, which order or decree is unstayed and in effect for a period of 60 consecutive days; (v) appointment, with or without the consent of an entity, of any receiver, liquidator, custodian, assignee, trustee, sequestrator or other similar official of an entity or any substantial part of its property; or (vi) admission by an entity in writing of its inability to pay its debts generally as they become due.

- (d) "Company Background Intellectual Property" means (i) all Intellectual Property (A) owned by, or licensed to, the Company as of the Effective Date or (B) acquired by, or licensed to, the Company from a Third Party after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented or made by, or on behalf of, the Company on or after the Effective Date outside the Company's exercise of its rights and performance of its obligations under this Agreement; and (iii) all Intellectual Property conceived, discovered, invented or made pursuant to a Project, regardless of inventorship, that is (A) not Foundation Background Intellectual Property and (B) the practice of which by a Third Party would (absent ownership or a license) infringe the Company Background Intellectual Property described in clauses (i) or (ii) of this definition. **[PRIOR TO DISTRIBUTION OF AGREEMENT CONSIDER IF MODIFICATIONS ARE NEEDED TO COMPANY BACKGROUND IP, FOUNDATION BACKGROUND IP AND PROJECT IP DEFINITIONS TO ACCOUNT FOR NATURE OF COMPANY'S PLATFORM IP AND SPECIFICS OF THE PROJECT (EG, DELETION OF CLAUSE (III) IN CASES WHERE THE COMPANY HOLDS SUBSTANTIAL BLOCKING IP IN THE AREA IN WHICH THE PROJECT WILL BE CONDUCTED)]**
- (e) "Company Provided Materials" means, with respect to each Project, any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) and the physical samples of compounds, reagents, cell lines and other materials acquired by the Company from a Third Party to enable the Company to perform the Research in the conduct of such Project.
- (f) "Company Provided Reimbursable Materials" means, with respect to each Project, those Company Provided Materials (i) specified in the Project Description for such Project or (ii) otherwise agreed upon by the Steering Committee (as defined in Section 4(a)(i) of this Agreement) as a Company Provided Reimbursable Material for such Project (any such agreement to be set forth in the applicable mutually-approved Steering Committee meeting minutes),

in each case for which the Foundation is required, subject to Section 5(b)(i) of this Agreement, to reimburse the Company.

- (g) "Confidential Information" means all information of whatsoever type or kind (i) provided (either directly or indirectly in writing or other tangible form or orally) by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly marked and identified as "Confidential" by the Disclosing Party at the time of disclosure or (ii) specifically deemed to be "Confidential Information" pursuant to Section 13(a)(i) of this Agreement. Any information communicated orally by the Disclosing Party shall be considered "Confidential Information" only if (A) identified as such by the Disclosing Party upon such first oral disclosure (B) such information is promptly reduced to writing by the Disclosing Party and (C) such written record is clearly marked and identified as "Confidential" and provided to the Receiving Party within 30 days after the initial disclosure of such information. Specifically excepted from Confidential Information is all information that the Receiving Party can demonstrate by written records (1) to have been known by, or in the possession of, the Receiving Party prior to the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (2) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become known to the Receiving Party through a Third Party who is not known by the Receiving Party to be under any obligation of confidentiality to the Disclosing Party; (3) to have been part of the public domain or publicly known at the time of the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (4) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the Receiving Party; or (5) to have been independently developed by the Receiving Party without reference to, or reliance upon, such Confidential Information.
- (h) "Detailed Project Description" means, with respect to each Project, each written document developed and approved by the Steering Committee in accordance with Section 4(a)(ii) of this Agreement (any such agreement to be set forth in the applicable mutually-approved Steering Committee meeting minutes) setting forth a detailed description of the Research to be performed by the Researcher in the conduct of such Project. **[The Detailed Project Descriptions (the "Initial Detailed Project Descriptions") covering the [three-] [MODIFY AS APPROPRIATE BASED UPON FREQUENCY OF STEERING COMMITTEE MEETINGS] month period beginning as of the Effective Date for each Project are attached to this Agreement as [Appendix B-1, Appendix B-2 and Appendix B-3] [MODIFY AS NECESSARY FOR NUMBER OF PROJECTS].] [INCLUDE THIS PROVISION IF THE INITIAL STEERING COMMITTEE MEETING WILL NOT BE HELD ON THE EFFECTIVE DATE]** For clarity, no Detailed Project Description can be adopted, modified or amended except by the agreement of the Steering

Committee in accordance with Section 4(a)(ii) of this Agreement (any such agreement to be set forth in the applicable mutually-approved Steering Committee meeting minutes).

- (i) "Foundation Background Intellectual Property" means (i) all Intellectual Property (including Intellectual Property relating to any Foundation Provided Materials) (A) owned by, or licensed to, the Foundation as of the Effective Date or (B) acquired by, or licensed to, the Foundation from a Third Party after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented or made by, or on behalf of, the Foundation after the Effective Date outside the Foundation's exercise of its rights and performance of its obligations under this Agreement; and (iii) all Intellectual Property conceived, discovered, invented or made pursuant to a Project, regardless of inventorship, the practice of which by a Third Party would (absent ownership or a license) infringe the Foundation Background Intellectual Property described in clauses (i) or (ii) of this definition. **[PRIOR TO DISTRIBUTION OF AGREEMENT CONSIDER IF MODIFICATIONS ARE NEEDED TO COMPANY BACKGROUND IP, FOUNDATION BACKGROUND IP AND PROJECT IP DEFINITIONS TO ACCOUNT FOR NATURE OF COMPANY'S PLATFORM IP AND SPECIFICS OF THE PROJECT (EG, DELETION OF CLAUSE (III) IN CASES WHERE THE COMPANY HOLDS SUBSTANTIAL BLOCKING IP IN THE AREA IN WHICH THE PROJECT WILL BE CONDUCTED)]**
- (j) "Foundation Collaborators" means those (i) Third Parties and Affiliates of the Foundation to which the Foundation grants the right to use all or part of the Project Deliverables, Project Intellectual Property or Project Results for **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]**, including any entity collaborating with the Foundation **[in the conduct of HD Research and Development]/[in the conduct of activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and/or fee-for-service laboratories or repositories providing services to the Foundation in the furtherance of the Foundation's conduct of **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and (ii) fee-for-service laboratories providing services on behalf of any such Third Party and Affiliates described in (i) above.
- (k) "Foundation Provided Materials" means, with respect to each Project, (i) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Research in the conduct of the Projects and (ii) the physical samples of cell lines, compounds, reagents and other materials to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Research in the conduct of the Projects, in each case as

(A) specified in the Project Description for such Project or (B) otherwise agreed upon by the Steering Committee as a Foundation Provided Material for such Project (any such agreement to be set forth in the applicable mutually-approved Steering Committee meeting minutes).

- (l) "Foundation Provided Material Information" means all information relating to a Foundation Provided Material that is provided to the Company by, or on behalf of, the Foundation.
- (m) "FTE" means the equivalent in time of the work of one scientist or support person employed by the Company working an equivalent of **[1,840] [NUMBER TO BE CONFIRMED]** hours per annum.
- (n) "General Project Description" means, with respect to each Project, each of the written documents attached to this Agreement as **[Appendix A-1 ("Project No. 1") and Appendix A-2 ("Project No. 2"), Appendix A-3 ("Project No. 3")]** **[MODIFY AS NECESSARY FOR NUMBER OF PROJECTS]**. For clarity, no General Project Description can be modified or amended except by mutual written agreement of authorized representatives of both Parties pursuant to Section 22 of this Agreement.
- (o) **["HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service; provided, however, that nothing in this definition will be deemed to preclude the manufacture or distribution of such products for use in pre-clinical testing or human clinical trials. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service; except, in each case, for pre-clinical use or human clinical trials.]/["HD Field of Use" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease, including the manufacture or distribution of any such product or service for sale and the sale of any such product or service.] [SELECT AS APPROPRIATE]**
- (p) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection.

- (q) "Patentable Project Intellectual Property" means any Project Intellectual Property which is or may be patentable or otherwise protectable under Title 35 U.S.C. and corresponding legislation in other jurisdictions.
- (r) "Patentable Project Intellectual Property Patent Expenses" means, with respect to either Party, all out-of-pocket costs and expenses (including attorneys' fees and government filing fees) incurred by that Party in accordance with Section 8(d) of this Agreement in connection with the preparation, review, filing, prosecution, and maintenance of the appropriate filings and issued patents, including any extensions or supplemental protection certificates thereto, to protect the Parties' rights in any Patentable Project Intellectual Property.
- (s) "Person" means any individual, corporation, company, partnership, trust, limited liability company, association or other business entity.
- (t) "Phase" means, with respect to each Project, the meaning ascribed to such term in the Project Description for such Project.
- (u) "Project" means the program of Research to be performed by the Company as described in Project Description for each such program.
- (v) "Project Deliverable" means (i) each Project Report (as defined in Section 4(e) of this Agreement), (ii) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny), product (e.g., cell line, compound or reagent) or other item or material, in each case produced by the Company in the course of the performance of the Research in the conduct of the Projects that is (A) expressly identified as a Project Deliverable in the applicable Project Description or (B) otherwise agreed upon by the Steering Committee and identified in the applicable mutually-approved Steering Committee meeting minutes as a Project Deliverable and (iii) except to the extent needed for the performance of the Research in the conduct of the Projects, one-half of the physical quantity of any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny), product (e.g., cell line, compound or reagent) or other item or material, in each case produced by the Company in the course of the performance of the Research in the conduct of the Projects.
- (w) "Project Description" means, with respect to each Project, the General Project Description for such Project together with the Detailed Project Descriptions for such Project.
- (x) "Project Intellectual Property" means all Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Research in the conduct of the Projects, regardless of

inventorship, that does not constitute Company Background Intellectual Property or Foundation Background Intellectual Property. **[PRIOR TO DISTRIBUTION OF AGREEMENT CONSIDER IF MODIFICATIONS ARE NEEDED TO COMPANY BACKGROUND IP, FOUNDATION BACKGROUND IP AND PROJECT IP DEFINITIONS TO ACCOUNT FOR NATURE OF COMPANY'S PLATFORM IP AND SPECIFICS OF THE PROJECT (EG, DELETION OF CLAUSE (III) IN CASES WHERE THE COMPANY HOLDS SUBSTANTIAL BLOCKING IP IN THE AREA IN WHICH THE PROJECT WILL BE CONDUCTED)]**

- (y) "Project Materials" means the Company Provided Reimbursable Materials and the Foundation Provided Materials.
- (z) "Project Results" means all data, formulae, outcomes or other results produced in the course of the Company's performance of the Research in the conduct of the Projects.
- (aa) "Research" means, with respect to each Project, all of the activities undertaken by the Company to conduct and complete such Project.
- (bb) "Research FTE" means an FTE (or a fractional unit thereof) who has been designated to perform Research in the conduct of the Projects.
- (cc) "Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service; provided, however, that nothing in this definition will be deemed to preclude the manufacture or distribution of such products for use in pre-clinical testing or human clinical trials. For the avoidance of doubt, Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service; except, in each case, for pre-clinical use or human clinical trials.
- (dd) "Third Party" means any Person other than a Party or its Affiliates.

Research; Projects

- 2. Performance of the Research; Allocation of Research FTEs; Replacement of Research FTEs; Limited Right to Subcontract the Research; Experimental Nature of the Research; Certain Notifications Relating to the Projects.
 - (a) Performance of the Research; Allocation of Research FTEs; Replacement of Research FTEs; Limited Right to Subcontract the Research; Experimental Nature of the Research.

- (i) Performance of the Research; Allocation of Research FTEs; Replacement of Research FTEs.
- (A) Performance of the Research. During the term of this Agreement, the Company shall provide such number of persons employed by the Company as is necessary to provide the equivalent of [_____] **[INSERT NUMBER OF RESEARCH FTEs. MODIFY STRUCTURE AS NECESSARY]** Research FTEs to perform the Research in the conduct of the Projects (the "Maximum Research FTE Number"). The Company agrees that each Research FTE shall perform the Research in the conduct of the Projects in accordance with this Agreement, including the applicable Project Description. During the term of this Agreement, the Company shall also provide such other resources (including all necessary administrative and support personnel, equipment, tools, Company Provided Materials and supplies) and effort as is necessary to perform the Research in the conduct of the Projects in accordance with this Agreement, including the applicable Project Description.
- (B) Allocation of Research FTEs. **[SELECT/MODIFY AS APPROPRIATE] [The Research FTEs shall be allocated among the Projects as follows: (1) Project No. 1: [_____] Research FTEs, (2) Project No. 2: [_____] Research FTEs and (3) Project No. 3: [_____] Research FTEs; provided, however, the Research FTEs may be reallocated among the Projects as (x) specified in the Project Descriptions or (y) determined and agreed upon by the Steering Committee (any such agreement to be set forth in the applicable mutually-approved Steering Committee meeting minutes).]/[The Research FTEs shall be allocated among the Projects as (x) specified in the Project Descriptions or (y) determined and agreed upon by the Steering Committee and set forth in the applicable mutually-approved Steering Committee meeting minutes.] [MODIFY AS APPROPRIATE]**
- (C) Replacement of Research FTEs. Upon the written request of the Foundation, the Company shall, within a reasonable period of time following the Company's receipt of any such written request, replace any person provided by the Company to constitute all or part of a Research FTE.
- (ii) Limited Right to Subcontract the Research. With respect to each Project, the Parties acknowledge and agree that the Company may (A) sub-contract those activities which are expressly set forth in the applicable Project Description or otherwise agreed upon by the Steering Committee and

identified in the applicable mutually-approved Steering Committee meeting minutes as activities to be sub-contracted (such activities, "Subcontracted Research") and (B) sub-contract such designated activities to the Third Party set forth in the applicable Project Description or otherwise agreed upon by the Steering Committee and identified in the applicable mutually-approved Steering Committee meeting minutes as the Third Party to conduct such sub-contracted activities (each such Third Party, a "Subcontractor"). The Company shall (1) not permit a Subcontractor to begin performing Subcontracted Research until such Subcontractor has agreed in writing to conduct such Subcontracted Research in accordance with, and subject to, the terms and conditions of this Agreement and (2) cause such Subcontractor to conduct such Subcontracted Research in accordance with, and subject to, the terms and conditions of such agreement between the Company and such Subcontractor. Upon the Foundation's request, the Company shall provide Foundation copies of such agreements between the Company and any such Subcontractor. The Company further agrees that the Company shall be solely responsible and liable for the Subcontracted Research conducted by each Subcontractor and related to this Agreement as if such Research were conducted by the Company.

- (iii) Experimental Nature of the Research. The Foundation acknowledges that (A) the Research is of an experimental and developmental nature and (B) the Company cannot guarantee that the objectives of the Research will be achieved or that the performance of the Research will yield any specific deliverables, results or intellectual property.
- (b) Certain Notifications Relating to the Projects. If at any time the Company makes a good faith determination that, (i) the Projects cannot be conducted and completed substantially in accordance with (A) this Agreement and (B) the applicable Project Description; (ii) the Projects (or any Phase thereof) cannot be substantially completed within the estimated time frame set forth in the applicable Project Description; or (iii) the continued conduct of the Projects in accordance with (A) this Agreement and (B) the applicable Project Description is unlikely to yield scientifically valid or useful results, the Company shall promptly give written notice to the Foundation. Any such notice shall include a detailed description of the reasons for such determination (including all Project Results on which the Company based such determination). The Company shall promptly thereafter make senior officers and appropriate scientific or technical personnel reasonably available to the Foundation to discuss a possible amendment to the applicable Project Description or a termination of this Agreement; provided, however, the Company acknowledges that no such amendment or termination may occur based solely on the Company's determination and delivery of a notice pursuant to this Section2(b).

3. Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information; Reimbursement for Company Provided Reimbursable Materials; Use and Ownership of Project Materials and Foundation Provided Material Information; Retention of Project Materials; Transfer of Project Materials Upon any Expiration or Termination of this Agreement; Risk of Loss of Project Materials; Specialized Third Party Licenses and Services.
- (a) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall acquire and provide to the Company (i) the Foundation Provided Materials and (ii) such Foundation Provided Material Information in respect of such Foundation Provided Materials that is necessary to enable the Company to use such Foundation Provided Materials in the performance of the Research in the conduct of the Project for which such Foundation Provided Materials are being provided.
- (b) Reimbursement for Company Provided Reimbursable Materials. The Company acknowledges and agrees that no Company Provided Material shall be deemed a Company Provided Reimbursable Material with respect to a Project unless (i) the designation of such Company Provided Material as a Company Provided Reimbursable Material was (A) specified in the Project Description for such Project or (B) otherwise agreed upon by the Steering Committee, as expressly stated in the applicable mutually-approved Steering Committee meeting minutes, as a Company Provided Reimbursable Material for such Project and (ii) the estimated cost to procure such Company Provided Material is set forth in the Project Description for such Project or the applicable mutually-approved Steering Committee meeting minutes. The Company agrees that it shall not, without the prior consent of the Steering Committee, as expressly stated in the applicable mutually-approved Steering Committee meeting minutes, procure any Company Provided Reimbursable Material if the actual cost to procure any such Company Provided Reimbursable Material is more than 110% of the estimated cost of such Company Provided Reimbursable Material as is set forth in the applicable Project Description or the applicable mutually-approved Steering Committee meeting minutes. Subject to this Section 3(b), the Foundation shall, in accordance with Section 5(b)(i) of this Agreement, reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials.
- (c) Use and Ownership of Project Materials and Foundation Provided Material Information; Retention of Project Materials; Transfer of Project Materials Upon any Expiration or Termination of this Agreement; Risk of Loss of Project Materials.
- (i) Use and Ownership of Project Materials and Foundation Provided Material Information. The Company agrees that the Project Materials and the Foundation Provided Material Information (A) shall be used by the

Company for the sole purpose of conducting the Project for which such Project Materials and Foundation Provided Material Information were provided and for no other purpose, (B) shall be used, handled, stored and disposed of in compliance with all applicable laws, regulations and rules and (C) shall not be transferred to any Third Party or to any Affiliate of the Company except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 2(a)(ii) of this Agreement) or (2) pursuant to the written request of an authorized representative of the Foundation. Except to the extent expressly required by the applicable Project Description, the Company further agrees that it will not: (x) directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials or the properties thereof (chemical, biochemical, physical, biological or other); (y) use any Project Materials in any human; and (z) export any Project Materials or Foundation Provided Material Information in any manner that would violate any applicable export law or regulation, including of the United States. The Company acknowledges and agrees that (a) as between the Company and the Foundation, the Foundation owns the Project Materials and Foundation Provided Material Information and (b) the Company shall not pursuant to this Agreement acquire any ownership or other interest in any Project Materials or Foundation Provided Material Information.

- (ii) Retention of Project Materials. The Company shall retain all unused Project Materials for a period of 180 days following the completion of the Projects (the "Project Materials Retention Period"). During the Project Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of any or all of the unused Project Materials to the Foundation or to such Third Party as the Foundation shall direct in writing. Upon the expiration of the Project Materials Retention Period, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Project Materials.
- (iii) Transfer of Project Materials Upon any Expiration or Termination of this Agreement. Upon any expiration or termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Project Materials in compliance with this Agreement and (B) at Foundation's option and upon the written request(s) of the Foundation, either (1) ship all or part of any or all of the unused Project Materials to the Foundation or to such Third Party specified in each such written request or (2) within 30 days of Foundation's written request, destroy such Project Materials in compliance with all applicable laws, regulations and rules and certify such destruction in writing to Foundation. Notwithstanding anything in this Agreement to

the contrary, this Section 3(c)(iii) shall survive any expiration or termination of this Agreement until all such unused Project Materials are either returned to Foundation or have been certified pursuant to this Section as destroyed.

- (iv) Risk of Loss of Project Materials. Immediately upon the delivery of a Project Material to the Company and continuing until such Project Material is delivered or disposed of by the Company pursuant to this Agreement, the Company shall assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling, storage, use and disposal of such Project Material and (B) any preparation for shipment and shipment of such Project Material pursuant to this Agreement.
- (d) Reimbursement for Specialized Third Party Licenses and Services. With respect to each Project, the Foundation shall, subject to and in accordance with this Section 3(d) and Section 5(b)(ii) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure a Third Party license or services from a Third Party; provided, that, (i) the designation of such Third Party license or service as reimbursable by the Foundation was (A) specified in the Project Description for such Project or (B) otherwise agreed upon by the Steering Committee, as expressly reflected in the applicable mutually-approved minutes, as reimbursable by the Foundation and (ii) the terms and conditions (including cost) upon which such Third Party license or service is to be licensed or procured have been approved in writing by the Foundation ("Specialized Third Party Licenses and Services"). The Company shall not, without the prior consent of the Steering Committee, as expressly reflected in the applicable mutually-approved minutes, enter into any agreement for Specialized Third Party Licenses and Services if the terms and conditions (including cost) upon which such Third Party license or service is to be licensed or procured are different in any manner than those that have been approved in writing by the Foundation.

Research/Projects Management

- 4. Steering Committee; Project Managers; Limited Authority of the Steering Committee and Project Managers; Recordkeeping; Project Reports.
 - (a) Steering Committee.
 - (i) Establishment and Make-Up of the Steering Committee; External Advisors.
 - (A) Establishment and Make-Up of the Steering Committee. **[Within 10 days following the Effective Date,] [DELETE THIS PROVISION IF THE INITIAL DETAILED DESCRIPTIONS ARE ATTACHED AS APPENDICES TO THE**

AGREEMENT] the Parties shall establish a committee (the "Steering Committee"). The Steering Committee shall be comprised of four members. Each Party shall designate two members of the Steering Committee. Each Party shall appoint members who possess appropriate qualifications to conduct the responsibilities of the Steering Committee. Each Party may also, from time to time, invite other of its personnel to attend the Steering Committee meetings; provided, that, such other personnel shall (1) act in an advisory, non-voting capacity only and (2) not be entitled to decide or approve any matter requiring decision by or approval of the Steering Committee. A Party may at any time replace one or both of its members of the Steering Committee upon written notice to the other Party.

- (B) External Advisors. The Steering Committee may, from time to time, identify and appoint Third Party experts to advise the Steering Committee on technical and other matters; provided, that, such experts shall (1) act in an advisory, non-voting capacity only and shall not be entitled to decide or approve any matter requiring decision by or approval of the Steering Committee and (2) be required to abide by confidentiality and non-use obligations at least as restrictive as those set forth in Section 13 of this Agreement in respect of Confidential Information to which such experts are granted access.

(ii) Responsibilities of the Steering Committee; Scope and Content of Detailed Project Descriptions.

- (A) Responsibilities of the Steering Committee. The Steering Committee shall have the authority to make decisions in respect of those matters that, by the express terms of this Agreement, are to be addressed by the Steering Committee. In addition to any other matter that, by the express terms of this Agreement to be determined by the Steering Committee, the Steering Committee shall responsible for each of the following matters: **[(1) developing and approving the initial Detailed Project Descriptions for each Project (each such Detailed Project Description to be developed in accordance with, and set forth the information specified in, Section 4(a)(ii)(B) of this Agreement);] [DELETE THIS PROVISION IF THE INITIAL DETAILED DESCRIPTIONS ARE ATTACHED AS APPENDICES TO THE AGREEMENT]** (2) on at least a **[monthly]** **[MODIFY AS APPROPRIATE BASED UPON FREQUENCY OF STEERING COMMITTEE MEETINGS]** basis, developing and approving a revised Detailed Project Description for each Project

for the ~~[three-]~~ **[MODIFY AS APPROPRIATE BASED UPON FREQUENCY OF STEERING COMMITTEE MEETINGS]** month period beginning on the date such Detailed Project Description is approved by the Steering Committee (each such Detailed Project Description to be developed in accordance with, and set forth the information specified in, Section 4(a)(i)(B) of this Agreement); (3) on at least a **[monthly]** **[MODIFY AS APPROPRIATE BASED UPON FREQUENCY OF STEERING COMMITTEE MEETINGS]** basis, approving the allocation of the Research FTEs among the Projects; (4) overseeing the coordination, implementation and conduct of each Project in accordance with its Project Description; (5) reviewing the status and progress of the conduct of each Project; (6) determining if changes are needed to the scope of any Project; (7) implementing any changes to the scope of a Project that have been approved by the Parties; (8) reviewing and discussing the Invention Notices (as defined in Section 8(c)(i) of this Agreement) in respect of any Project Intellectual Property; (9) reviewing and discussing the filing of any patent applications in respect of any Patentable Project Intellectual Property; (10) reviewing and discussing the Project Deliverables, Project Results and such other matters related to this Agreement and the Research as are reasonably requested by either of the Parties; and (11) facilitating on-going communications between the Parties.

- (B) Scope and Content of Detailed Project Descriptions. Each Detailed Research Project Description developed and approved by the Steering Committee for a Project shall be consistent with the scope of such Project as outlined in the General Project Description for such Project. The Detailed Project Description for each Project shall include the following information: (1) a reasonably detailed description of the Research activities (including timing thereof) to be undertaken in the conduct of such Project during the period covered by such Detailed Project Description (all such Research activities to be consistent with the scope of such Project as outlined in the Project Description for such Project); (2) an estimated time frame for the completion of such Project; (3) a breakdown of the number of Research FTEs to be allocated to the conduct of such Project during the period covered by such Detailed Project Description; (4) a list of each Subcontractor together with a reasonably detailed description of the Subcontracted Research to be undertaken by each such Subcontractor in the conduct of such Project during the period covered by such Detailed Project Description; (5) a list of the Foundation Provided Materials to be provided for the conduct of such Project; (6) a list of any Company

Provided Reimbursable Materials required for the conduct of such Project (including the amount and estimated cost thereof); (7) a list of any Specialized Third Party Licenses and Services required for the conduct of such Project (including the amount and estimated cost thereof); and (8) such other information as may be necessary to appropriately describe the Research activities to be undertaken in the conduct of such Project during the period covered by such Detailed Project Description.

- (iii) Operating Procedures of the Steering Committee; Decisions by the Steering Committee; Steering Committee Minutes; Resolution of Steering Committee Disputes.
 - (A) Operating Procedures of the Steering Committee; Decisions by the Steering Committee; Steering Committee Minutes. The Steering Committee shall establish its own internal operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Steering Committee members); provided, however, the Steering Committee shall meet **[(i) at least once every calendar month and (ii) on a face-to-face basis at least once every calendar quarter]/[calendar month]/[calendar quarter] [DISCUSS FREQUENCY OF MEETINGS]**. Any activity or matter that requires a decision by, or the approval of, the Steering Committee under this Agreement shall require the affirmative consent of each member of the Steering Committee. At each meeting of the Steering Committee, one meeting attendee shall be appointed to record and, within a period of **[two weeks] [DISCUSS TIMING OF MEETING MINUTE DELIVERY]** after each such meeting, distribute the minutes of such meeting to the Steering Committee members for approval (the approval of the content of each such meeting minutes to be evidenced by the initialing of such meeting minutes by at least one of each Party's designated Steering Committee members).
 - (B) Resolution of Steering Committee Disputes. If the Steering Committee is unable to reach consensus on any activity or matter that requires a decision by, or the approval of, the Steering Committee (each, a "Steering Committee Dispute"), either Party may submit such Steering Committee Dispute to [____], in the case of the Company (or such other individual identified in writing by the Company), and [____], in the case of the Foundation (or such other individual identified in writing by the Foundation), for resolution by providing a written notice (each, an "Internal Steering Committee Dispute Resolution Notice") to the other Party

setting forth in reasonable detail the basis of such dispute. Such individuals shall, within 20 days after such Internal Steering Committee Dispute Resolution Notice is delivered, meet and attempt in good faith resolve such Steering Committee Dispute. If such Steering Committee Dispute is not resolved within such 20-day period, either Party may require that the Parties submit such Steering Committee Dispute for resolution by an independent Third Party with appropriate qualifications for resolution to evaluate such matter (a "Neutral Expert") by providing a written notice (an "External Steering Committee Dispute Resolution Notice") to such effect that identifies the Steering Committee Dispute to be resolved. If the Parties fail to agree on a Neutral Expert within 10 days after an External Steering Committee Dispute Resolution Notice is delivered, then each Party shall submit the name and qualifications of one proposed Neutral Expert, along with a written statement not to exceed five pages that identifies the issue(s) to be decided, to JAMS in New York, New York, pursuant to its Streamlined Arbitration Rules and Procedures, with a copy to the other Party, and JAMS shall appoint a single arbitrator, who shall be authorized solely to select, within 10 days of his or her appointment and pursuant to this Section 4(a)(iii)(B), which Party's proposed Neutral Expert shall be designated for resolution of such matter, which decision shall be final and binding on both Parties. Upon the designation of the Neutral Expert, each Party shall have 10 days to submit any appropriate materials to such Neutral Expert, with copies to the other Party. No Party shall communicate with the Neutral Expert except by written communications copied to the other Party, or orally in the physical or telephonic presence of the other Party. The Neutral Expert shall render a written decision within 15 days after the deadline for submission of materials from the Parties. The decision of the Neutral Expert shall be final and binding on both Parties. The Parties agree that any and all such deliberations shall be confidential.

(b) Project Managers.

- (i) Appointment of the Project Managers; Operating Procedures of the Project Managers. Within a reasonable period of time following the Effective Date, not to exceed 30 days, each Party shall appoint a project manager (each, a "Project Manager") to oversee the day-to-day coordination, implementation and conduct of the Projects. The Project Managers shall establish their own operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Project Managers); provided, however, the

Project Managers shall meet on a bi-weekly basis or at such other frequency as agreed upon by the Project Managers. The Company's Project Manager shall keep the Foundation's Project Manager fully informed as to the status and progress of the conduct of the Projects (including the status of the completion time frame of the Projects as compared to the estimated completion time frame specified in the Project Description) and such other matters related to this Agreement and the Research as are reasonably requested by the Foundation's Project Manager.

- (ii) Responsibilities of the Project Managers. The Project Managers shall be responsible for the following activities: **[(A) assisting the Steering Committee in the development of the initial Detailed Project Descriptions for each Project (each such Detailed Project Description to be developed in accordance with, and set forth the information specified in, Section 4(a)(ii)(B) of this Agreement);] [DELETE THIS PROVISION IF THE INITIAL DETAILED DESCRIPTIONS ARE ATTACHED AS APPENDICES TO THE AGREEMENT—DR IS THIS CROSS REFERENCE CORRECT?]** (B) assisting the Steering Committee in the development of the revised Detailed Project Descriptions for each Project (each such Detailed Project Description to be developed in accordance with, and set forth the information specified in, Section 4(a)(ii)(B) of this Agreement); (C) overseeing the coordination, implementation and conduct of each Project in accordance with its Project Description; (D) reviewing the status and progress of the conduct of each Project; (E) determining if changes are needed to the scope of any Project; (F) implementing any changes to the scope of a Project that have been approved by the Parties; (G) reviewing and discussing the Project Deliverables, Project Results and such other matters related to this Agreement and the Research as are reasonably requested by either of the Parties; and (H) facilitating on-going communications between the Parties.
- (c) Limited Authority of the Steering Committee and Project Managers. For the avoidance of any doubt, the Parties agree that neither the Steering Committee nor either Project Manager shall have the power or authority to make any amendments to this Agreement, including in respect of the Project Description.
- (d) Recordkeeping. The Company shall keep complete and accurate records of the Research performed by it under this Agreement and of all Project Deliverables and Project Results. The Company agrees to retain all such records, including all raw data, for a period of not less than **[five] [MODIFY AS APPLICABLE. GENERALLY, USE A PERIOD THAT WOULD LAST FIVE YEARS FOLLOWING THE ESTIMATED COMPLETION DATE OF THE PROJECT]** years following the Effective Date. During such period, such records (including all applicable laboratory notebooks containing data, information or

notations relating to the performance of the Research) shall be available at all reasonable times during normal business hours for inspection, examination or copying by, or on behalf of, the Foundation at the Foundation's expense, or alternatively shall be made available to the Foundation in electronic form.

- (e) Project Reports. The Company shall deliver to the Foundation (i) a written report on the conduct of the Projects within **[_____] days of the end of each calendar month during the conduct of the Projects/[promptly following the completion of each Phase of the Projects] [SELECT AS APPROPRIATE] [FREQUENCY OF REPORTS TO BE CONFIRMED]** and continuing until the completion of the Projects, together with any additional reports specified in the Project Description (collectively, the "Interim Project Reports") and (ii) a final written report on the conduct of the Projects (the "Final Project Report" and, together with the Interim Project Reports, the "Project Reports") within 30 days following the completion of the Projects. Each Project Report delivered in respect of the Projects (A) shall be submitted **[in the form of Exhibit [_____] attached hereto or in such other format]/[in the format] [SELECT AS APPROPRIATE]** requested by the Foundation's Project Manager and (B) shall contain such information related to the Projects as reasonably requested by the Foundation's Project Manager including (1) a summary of the status and progress of the conduct of the Projects (including the status of the time frame for the completion of the Projects as compared to the estimated time frame for the completion as specified in the Project Description), (2) material developments and issues relating to the conduct of the Projects, (3) the Project Results for the period covered by the Project Report, (4) a list setting forth the name and title of each person provided by the Company to constitute all or part of the Research FTEs and the percent effort each such person devoted to the conduct of the Projects (broken down on a Project-by-Project basis) during the period covered by the Project Report and (5) such information as is expressly required to be included in the Project Report as specified in the Project Description. The Foundation shall own all Project Reports. The Company shall have no ownership or other interest in any Project Reports.
- (f) Delivery of Raw Data Sets. The Company shall deliver or transmit to the Foundation all of the raw data underlying the Project Results for the Projects. Each raw data set delivered or transmitted to the Foundation shall be submitted in such frequency (e.g., daily, weekly, monthly, etc.) and in such format (e.g., electronic transfer, CD, DVD, SAS, Microsoft Excel spreadsheet, etc.) as requested by the Foundation's Project Manager.

Payments

5. General Payment Obligation; Reimbursable Costs and Expenses; Right of Offset of Patentable Project Intellectual Property Patent Expenses; Calculation of Research Payments; Invoicing; Payment Remittance.

- (a) General Payment Obligation. In full consideration of the Company's performance of the Research in the conduct of the Projects and its other obligations under this Agreement, the Foundation shall, subject to the terms and conditions set forth in this Agreement, make payments to the Company as provided in, and subject to the terms and conditions of, this Agreement. The calculation of the amount of such payments, the timing of the payment of such payments and conditions precedent for the payment of such payments shall be as set forth in this Section 5.
- (b) Reimbursable Costs and Expenses.
- (i) Company Provided Reimbursable Materials. The Foundation shall, subject to Section 3(b) of this Agreement, reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials (all such costs hereinafter referred to as the "Company Provided Reimbursable Materials Costs").
- (ii) Specialized Third Party Licenses and Services. The Foundation shall, subject to Section 3(d) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services (all such costs hereinafter referred to as the "Specialized Third Party Licenses and Services Costs").
- (iii) Shipping and Insurance Costs. The Foundation shall reimburse the Company for (A) the actual costs of carriage, customs duties and insurance incurred by the Company in connection with the delivery of the Project Deliverables for the Projects to the Foundation (or such third party specified by the Foundation) and (B) for the actual costs and expenses incurred by the Company in connection with the shipping of the Project Deliverables for the Projects to the Foundation (or such third party specified by the Foundation) (all such costs hereinafter referred to as the "Shipping and Insurance Costs"), in each case provided that such costs are reasonable.
- (iv) Patentable Project Intellectual Property Patent Expenses. The Foundation shall reimburse the Company for one-half of the actual Patentable Project Intellectual Property Patent Expenses incurred by the Company.
- (c) Right of Offset of Patentable Project Intellectual Property Patent Expenses. In respect of any invoice issued by the Company pursuant to this Section 5, the Foundation shall have the right to offset as a credit against the amount of such invoice an amount equal to one-half of the actual Patentable Project Intellectual Property Patent Expenses incurred by the Foundation. The Foundation shall provide to the Company a copy of all relevant third party receipts and/or invoices for the Patentable Project Intellectual Property Patent Expenses being offset by the Foundation.

(d) Calculation of Research Payments.

- (i) Research FTE Rate. For purposes of this Agreement, "Research FTE Rate" means, for all Research FTEs (on a [monthly]/[quarterly] [SELECT/MODIFY AS APPROPRIATE] basis), an amount equal to US\$[____].
- (ii) General. Promptly following the end of each [calendar month]/[calendar quarter]/[____]-month period] [SELECT/MODIFY AS APPROPRIATE], the Company shall calculate the payment (each, a "Research Payment") to be made by the Foundation in respect of (A) the Research FTE costs incurred by the Company in performing the Research in the conduct of the Projects during the period covered by such payment, (B) the Company Provided Reimbursable Materials Costs incurred by the Company during the period covered by such payment, (C) the Specialized Third Party Licenses and Services Costs incurred by the Company during the period covered by such payment, (D) the Shipping and Insurance Costs incurred by the Company during such period and (E) the Patentable Project Intellectual Property Patent Expenses incurred by the Company during the period covered by such payment.
- (iii) Specific Calculation of each Research Payment. Each Research Payment in respect of the period covered by such payment shall be calculated in accordance with the terms of this Agreement and shall be an amount equal to: the sum of (A) the aggregate sum of the result of the following calculation as determined for each Research FTE performing Research in the conduct of the Projects during such period (calculated for a number of Research FTEs not to exceed the Maximum Research FTE Number): the product of (1) the Research FTE Rate multiplied by (2) a fraction, the numerator of which is the number of days during such period that such Research FTE was assigned to perform Research in the conduct of the Projects and the denominator of which is the number of days in such period multiplied by (3) 1.0 (or if such Research FTE represents a fraction of one Research FTE (e.g. 0.75, 0.5 or 0.25 of a Research FTE) such fractional unit thereof) plus (B) the aggregate amount of Company Provided Reimbursable Materials Costs for such period; plus (C) the aggregate amount of Specialized Third Party Licenses and Services Costs for such period plus (D) the aggregate amount of Shipping and Insurance Costs incurred during such period plus (E) one-half of the aggregate amount of Patentable Project Intellectual Property Patent Expenses incurred during such period.

(e) Invoicing; Payment Remittance.

- (i) Invoicing of Research Payments. Promptly following the calculation of the amount of each Research Payment, the Company shall deliver to the Foundation an invoice in respect of the costs constituting such Research Payment. Each invoice delivered by the Company in respect of a Research Payment shall (A) reference the "RecID" number set forth in the footer of this Agreement, (B) be issued in US Dollars **[MODIFY IF INVOICES ARE TO BE PERMITTED TO BE SUBMITTED IN A CURRENCY OTHER THAN US DOLLARS]**, (C) be itemized and contain detailed information in respect of the costs being billed under such invoice including (1) a list setting forth (x) the name and title of each person provided by the Company to constitute all or part of the Research FTEs during the period covered by such invoice and (y) the number of days and percent effort on each such day that each such person devoted to the conduct of the Projects during the period covered by such invoice and (2) all relevant receipts for costs be reimbursed, (D) include a copy of all relevant third party receipts and/or invoices for the Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs, Shipping and Insurance Costs and Patentable Project Intellectual Property Patent Expenses being billed under such invoice and (E) constitute a representation and warranty of the Company that (1) each of the conditions precedent for such payment specified in the this Agreement have been satisfied and (2) the information set forth in such invoice is true and complete.
- (ii) Payment Remittance. Subject to the terms and conditions of this Agreement, each payment to be made by the Foundation under this Agreement this shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of the invoice issued by the Company in accordance with this Agreement in respect of such payment. All payments made by the Foundation under this Agreement shall be paid by check in US Dollars and remitted to the Company at the address set forth in Section 18 of this Agreement. **[Any payment made by the Foundation under this Agreement in respect of an invoice issued by the Company under this Agreement using a currency other than US Dollars shall be converted by the Foundation to US Dollars at the exchange rate prevailing on or about the date that the Foundation remits such payment to the Company.] [INCLUDE THIS PROVISION ONLY IF INVOICES ARE PERMITTED TO BE SUBMITTED IN A CURRENCY OTHER THAN US DOLLARS]**

Project Results

6. Ownership of Project Results; Notification and Delivery of Project Results; Withdrawal of Project Results.

- (a) Ownership of Project Results. The Company and the Foundation shall own as tenants-in-common in equal undivided shares all Project Results. The ownership of the Project Results shall vest in the Parties in that manner immediately upon creation. Each Party hereby assigns to the other party sufficient right, title and interest in the Project Results to accomplish such ownership. Each of the Company and the Foundation agrees that it will not sell or otherwise transfer its title to any Project Results to any Third Party or Affiliate unless such Third Party or Affiliate takes title to such Project Results (i) subject to the rights of the non-transferring Party in such Project Results under this Agreement and (ii) assumes the obligations of the transferring Party with respect to such Project Results under this Agreement.
- (b) Notification and Delivery of Project Results; Withdrawal of Project Results.
 - (i) Notification and Delivery of Project Results. The Company shall inform the Foundation of, and deliver, the Project Results to the Foundation within a reasonable period of time following the conception, discovery, invention or production, as the case may be, of each such Project Result through the Steering Committee meetings and Project Reports.
 - (ii) Withdrawal of Project Results. If at any time after informing the Foundation of the Project Results pursuant to Section 6(b)(i) of this Agreement the Company determines that there is a reasonable scientific basis to conclude that all or a portion of such Project Results are not scientifically valid or accurate, the Company shall promptly so notify the Foundation in writing.

Project Deliverables

- 7. Ownership of Project Deliverables; Delivery of Project Deliverables; Risk of Loss of Project Deliverables.
 - (a) Ownership of Project Deliverables. As between the Foundation and the Company, the Foundation shall solely own all Project Deliverables. The Company shall have no ownership or other interest in any Project Deliverables. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Deliverables. The ownership of the Project Deliverables shall vest in the Foundation immediately upon creation. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Deliverables vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.

- (b) Delivery of Project Deliverables; Risk of Loss of Project Deliverables. All Project Deliverables shall be shipped to the delivery point specified by the Foundation in writing to the Company. The Company assumes, and shall be responsible for, all risk of loss in, or associated with, (A) the handling and storage of the Project Deliverable and (B) the preparation for shipment and shipment of the Project Deliverable until the Project Deliverable is delivered by the Company to the delivery point as directed in writing by the Foundation for the Project Deliverable.

Intellectual Property

8. Ownership of Background Intellectual Property; Cooperation Regarding Background Intellectual Property; Ownership of Project Intellectual Property; Disclosure of Inventions; Inventorship; Prosecution of Patentable Project Intellectual Property; Infringement or Misappropriation of Project Intellectual Property.
- (a) Ownership of Background Intellectual Property; Cooperation Regarding Background Intellectual Property.
- (i) Ownership of Company Background Intellectual Property. As between the Foundation and the Company, the Company shall own all Company Background Intellectual Property. Except as expressly set forth in this Agreement, the Foundation shall have no ownership or other interest in any Company Background Intellectual Property. Subject only to the license grants set forth in this Agreement, Foundation hereby assigns to the Company all of Foundation's right, title and interest in, to and under the Company Background Intellectual Property.
- (ii) Ownership of Foundation Background Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Foundation Background Intellectual Property. The Company shall have no ownership or other interest in any Foundation Background Intellectual Property. Subject only to the license grants set forth in this Agreement, Company hereby assigns to Foundation all of Company's right, title and interest in, to and under the Foundation Background Intellectual Property.
- (iii) Cooperation Regarding Background Intellectual Property. To the extent a Party's employees, consultants or agents conceive, discover, invent, make or first reduce to practice any Intellectual Property that constitutes the other Party's Background Intellectual Property, such inventing Party agrees at any time during and after the term of this Agreement to cooperate with the other Party without consideration, but at the expense of such other Party, in preparing, filing, prosecuting and maintaining, as applicable, the appropriate filings to protect the such other Party's rights in such Background Intellectual Property, including by requiring its

employees, consultants and agents to execute all appropriate documents necessary in connection with such activities.

- (b) Ownership of Project Intellectual Property. The Company and the Foundation shall own as tenants-in-common in equal undivided shares all Project Intellectual Property. The ownership of the Project Intellectual Property shall vest in the Parties in that manner immediately upon creation. Each Party hereby assigns to the other Party sufficient right, title and interest in the Project Intellectual Property to accomplish such ownership. Neither the Company nor the Foundation will not sell or otherwise transfer its title to any Project Intellectual Property to any Third Party or Affiliate unless such Third Party or Affiliate takes title to such Project Intellectual Property (i) subject to the rights of the non-transferring Party in such Project Intellectual Property under this Agreement and (ii) assumes in writing the obligations of the transferring Party with respect to such Project Intellectual Property under this Agreement; provided, however, that the assigning Party shall notify the other Party in writing within 10 days after any such assignment, and shall provide such other Party with a copy of the written assignment and assumption agreement with such Third Party or Affiliate assignee. **[The Parties acknowledge and agree that each Party shall, subject to Section 9 and Section 13 of this Agreement, have the right to practice and sublicense the Project Intellectual Property (other than any Project Intellectual Property that a Party has disclaimed pursuant to Section 8(e) of this Agreement) without the consent of, or accounting to, the other Party.]** **[CONSIDER AND MODIFY AS APPLICABLE – DELETE IF THE COMMERCIAL SECTION IS INCLUDED.]**
- (c) Disclosure of Inventions; Inventorship; Invention Assignment.
- (i) Disclosure of Inventions. If either Party believes that any Intellectual Property has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Research in the conduct of the Projects, such Party shall promptly give notice (each, an "Invention Notice") of such Intellectual Property to the other Party. For clarity, this Section 8(c)(i) will apply to Project Intellectual Property, Company Background Intellectual Property and Foundation Background Intellectual Property.
- (ii) Inventorship. The identity of the inventor of all patentable Intellectual Property that is patentable that has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Research in the conduct of the Projects shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).

- (iii) Invention Assignments. Before any employees, consultants or agents of the Company perform any Research or review or have access to any Project Results, the Company shall obtain from such persons the invention assignments required by Section 15(a)(iii) of this Agreement.
- (d) Prosecution of Patentable Project Intellectual Property.
 - (i) Responsibility for Prosecution of Patentable Intellectual Property; Foundation's Right to Review Filings Related to Patentable Intellectual Property.
 - (A) Responsibility for Prosecution of Patentable Intellectual Property. The Company shall prepare, file, prosecute and maintain the appropriate filings in respect of any Patentable Project Intellectual Property including filing (1) a provisional patent application or (2) a patent application (including a patent application corresponding to a previously filed provisional patent application) claiming any such Patentable Project Intellectual Property in the United States and in such other jurisdictions as the Steering Committee jointly determine in good faith are necessary in order to protect the Company's and the Foundation's rights in such Patentable Project Intellectual Property. The Company shall ensure that all filings are filed in the name of the Company and the Foundation as co-owners.
 - (B) Foundation's Right to Review Filings Related to Patentable Intellectual Property. The Company shall provide the Foundation with a copy of any proposed filings in respect of any Patentable Project Intellectual Property for the Foundation's review and comment pursuant to this Section 8(d)(i)(B) prior to the filing of such proposed filing. The Foundation shall have a period (the "Patent Filing Review Period") of 30 days following the receipt of a proposed filing to (1) review such proposed filing and (2) provide written comments to the Company in respect of such proposed filing which, in the opinion of the Foundation, would better protect the Parties' rights in the Patentable Project Intellectual Property covered by such proposed filing. If the Foundation has not provided written comments to the Company in respect of a proposed filing prior to the expiration of the Patent Filing Review Period applicable to such proposed filing, the Foundation shall be deemed to have accepted such proposed filing. If, however, the Foundation has provided written comments to the Company in respect of a proposed filing prior to the expiration of the Patent Filing Review Period applicable to such proposed filing, the Company shall effect any reasonable modifications to such

proposed filing requested by the Foundation. If there are any changes made to any proposed filing in respect of any Patentable Project Intellectual Property that has previously been provided to the Foundation (other than any modifications that have been agreed upon in writing by the Foundation), (1) the Company shall provide the Foundation with a copy of such revised proposed filing and (2) the review and comment rights provided to the Foundation under this Section 8(d)(i)(B) shall apply to such revised proposed filing.

- (ii) Foundation Election to have Prosecution of Patentable Project Intellectual Property Initiated. At any time and from time to time, the Foundation shall have the right to elect to cause the Company to prepare, file, prosecute and maintain the appropriate filings in respect of any Patentable Project Intellectual Property which is the subject of an Invention Notice by providing notice (a "Foundation Patent Filing Election Notice") of such election to the Company. Promptly following the receipt of a Foundation Patent Filing Election Notice, the Company shall prepare, file, prosecute and maintain the appropriate filings in respect of the Patentable Project Intellectual Property which is the subject of a Foundation Patent Filing Election Notice, including filing (A) a provisional patent application or (B) a patent application (including a patent application corresponding to a previously filed provisional patent application) claiming any such Patentable Project Intellectual Property in the United States and in such other jurisdictions as the Foundation determines are necessary in order to protect the Company's and the Foundation's rights in such Patentable Intellectual Property. The Company shall ensure that all filings are filed in the name of the Company and the Foundation as co-owners.
- (iii) Covenants of the Company. With respect to the prosecution and maintenance by the Company of any Patentable Project Intellectual Property pursuant to this Section 8(d), the Company shall promptly (A) give all notices required by, and comply with all other requirements of, applicable law to preserve the Parties' rights in such Patentable Project Intellectual Property as appropriate; (B) prepare, file, prosecute and maintain, as applicable, the appropriate filings and patents to protect the Parties' rights in such Patentable Project Intellectual Property; (C) provide the Foundation with a copy of any provisional patent application or patent application filed claiming such Patentable Project Intellectual Property; (D) provide the Foundation with copies of all correspondence and other documents relating to the prosecution and maintenance of such Patentable Project Intellectual Property that come into the possession or control of the Company; and (E) such other documents and information related to such Patentable Project Intellectual Property as the Foundation may reasonably

request and the Company can provide without incurring unreasonable cost and expense.

- (iv) Patentable Project Intellectual Property Patent Expenses. All Patentable Project Intellectual Property Patent Expenses incurred by the Parties in accordance with this Section 8(d) will be shared equally by the Parties.
- (e) Disclaimer of Interest in Patentable Project Intellectual Property.
 - (i) Disclaimer Notice. With respect to any Patentable Project Intellectual Property, either Party may, at any time, disclaim its interest in such Patentable Project Intellectual Property and elect to cease to bear its share of the Patentable Project Intellectual Property Patent Expenses in respect of such Patentable Project Intellectual Property by providing notice of such election ("Patentable Project Intellectual Property Disclaimer Notice") to the other Party; provided, however, the disclaiming Party shall remain liable for its share of all Patentable Project Intellectual Property Patent Expenses incurred or committed to through the date the non-disclaiming party receives the Patentable Project Intellectual Property Disclaimer Notice. The Company shall be deemed to have disclaimed its interest in any Patentable Project Intellectual Property that is the subject of a Foundation Patent Filing Election Notice if the Company fails to comply with the obligations set forth in Section 8(d) of this Agreement with respect to such Patentable Project Intellectual Property.
 - (ii) Effect of Disclaimer Notice. In the event that a Patentable Project Intellectual Property Disclaimer Notice is delivered by either Party in respect of Patentable Project Intellectual Property: (A) the disclaiming Party hereby assigns its ownership interest in such Patentable Project Intellectual Property to the non-disclaiming Party without consideration, and shall execute all documents reasonably necessary to perfect such assignment at the non-disclaiming Party's cost; (B) except as set forth in Section 8(e)(i) of this Agreement, as of the date of the receipt of such Patentable Project Intellectual Property Disclaimer Notice by the non-disclaiming Party, the disclaiming Party shall no longer be responsible for its share of the Patentable Project Intellectual Property Patent Expenses in respect of such Patentable Project Intellectual Property; (C) except as set forth in Section 8(e)(i) of this Agreement, as of the date of the receipt of such Patentable Project Intellectual Property Disclaimer Notice by the non-disclaiming Party, the non-disclaiming Party shall be solely responsible for all Patentable Project Intellectual Property Patent Expenses in respect of such Patentable Project Intellectual Property; (D) except as expressly set forth in Section 9 of this Agreement, the disclaiming Party shall have no further rights to such Patentable Project Intellectual Property; and (E) the disclaiming Party shall, at any time during and after

the term of this Agreement, cooperate with the non-disclaiming Party without consideration but at the expense of the non-disclaiming Party in preparing, filing, prosecuting and maintaining, as applicable, the appropriate filings to protect the non-disclaiming Party's rights in such Patentable Project Intellectual Property, including obtaining execution by its employees of any documents necessary in connection with such activities. Each of the Parties shall use reasonable efforts to keep the other Party advised of its deliberations regarding its determinations as to electing to disclaim its interest in any Patentable Project Intellectual Property.

(f) Infringement or Misappropriation of Project Intellectual Property.

- (i) Infringement or Misappropriation of Project Intellectual Property by Third Parties. Each Party agrees to promptly notify each other in writing of any alleged or threatened infringement or misappropriation of any Project Intellectual Property of which it becomes aware. In connection with any such alleged or threatened infringement or misappropriation, each of the Company and the Foundation shall confer and take such action and allocate recoveries in such manner as they may mutually agree. Neither the Company nor the Foundation shall settle a claim brought against a Third Party in respect of such infringement or misappropriation without the consent of the other, which shall not be unreasonably withheld or delayed.
- (ii) Infringement or Misappropriation Claims by Third Parties Related to Project Intellectual Property. Each Party agrees to promptly notify the other Party in writing if any third party alleges that any Project Intellectual Property infringes or misappropriates such third party's Intellectual Property rights. In connection with any such alleged infringement or misappropriation, each Party agrees to confer and take such action in such manner as they may mutually agree. Neither Party shall settle a claim brought by a Third Party in respect of such infringement or misappropriation without the consent of the other Party, which shall not be unreasonably withheld or delayed.

9. Licenses to Project Intellectual Property.

- (a) Commercialization of Project Intellectual Property; Reservation of Rights Regarding Project Intellectual Property.
 - (i) Commercialization of Project Intellectual Property. Neither Party shall (A) except as expressly permitted by Section 9(a)(ii)(A) or Section 9(a)(ii)(C) of this Agreement, use or otherwise exploit any Project Intellectual Property for any use or purpose or (B) except as expressly permitted by

Section 9(a)(ii)(B) or Section 9(a)(ii)(D) of this Agreement, grant any license of any Project Intellectual Property for any use or purpose. Except as expressly permitted by Section 9(a)(ii) of this Agreement, the use or other exploitation of any Project Intellectual Property by either of the Parties, an Affiliate of either Party or a Third Party for uses other than Research and Development shall only be done pursuant the grant of a commercial license pursuant to a license agreement executed by each of the Parties (any such license shall hereinafter be referred to as a "Commercial License").

- (ii) Reservation of Rights by the Parties to Grant Certain Licenses.
 - (A) Company's Right to Use Project Intellectual Property. The Company reserves the right to use any Project Intellectual Property for all uses and purposes relating to Research and Development.
 - (B) Company's Right to Grant Research and Development Licenses. The Company reserves the right to grant non-exclusive licenses throughout the world in respect of any Project Intellectual Property for all uses and purposes relating to Research and Development.
 - (C) Foundation's Right to Use Project Intellectual Property. The Foundation reserves the right to use any Project Intellectual Property for all uses and purposes relating to HD Research and Development.
 - (D) Foundation's Right to Grant HD Research and Development Licenses. The Foundation reserves the right to grant non-exclusive licenses throughout the world in respect of any Intellectual Property, including Project Intellectual Property, for all uses and purposes relating to HD Research and Development.
- (b) Consultations Between the Company and the Foundation Regarding Commercial Licenses; Third Party Proposals.
 - (i) Good Faith Consultations. The Parties shall consult, and work in partnership, with each other in accordance with the provisions of this Section 9 concerning the grant of any Commercial License. With respect to any decision regarding the granting of any Commercial License, the Parties shall (A) act in good faith and on a responsive basis and (B) make such decision on a reasonable basis using the principles and guidelines set forth in Section 9(c) of this Agreement.
 - (ii) Right to Make Proposal Regarding the Granting of a Commercial License.

- (A) The Parties agree (1) that either Party may submit to the Parties for their consideration under this Section 9 a proposal for the granting of a Commercial License and (2) to consult and make a determination regarding the granting of a Commercial License in respect of such proposal in accordance with the provisions of this Section 9.
 - (B) If (1) the Parties are evaluating multiple proposals (including one submitted by the Company or an Affiliate of the Company pursuant to which the Company or an Affiliate of the Company would be granted a Commercial License (the "Company Proposal")) to determine whether or not the principles and guidelines set forth in this Section 9 for the granting of a Commercial License have been satisfied and (2) more than one of such proposals (including the Company Proposal) satisfies the principles and guidelines set forth in this Section 9 on an equivalent basis, the Foundation agrees to accept the Company Proposal and agrees to grant a Commercial License to the Company in accordance with this Section 9.
- (c) Principles and Guidelines for Granting Commercial Licenses.
- (i) Fundamental Principles and Guidelines. A Commercial License shall be granted if and only if the Parties mutually agree that the granting of such Commercial License is reasonably likely to:
 - (A) maximize the impact on the health and well-being of Huntington's disease patients;
 - (B) maximize the availability of diagnostic or therapeutic products to Huntington's disease patients; and
 - (C) maximize the speed of which diagnostic or therapeutic products are available to Huntington's disease patients.
 - (ii) Availability of Products as Primary Factor for Granting Commercial Licenses. Subject to Section 9(c)(iii), if (A) the Parties are evaluating multiple proposals (including a Company Proposal) for the granting of a Commercial License, (B) more than one of the proposals satisfies the principles and guidelines set forth in this Section 9 (other than (1) the proposed economic terms and (2) the proposed time frame for making the diagnostic or therapeutic product which is to be the subject of such Commercial License available to Huntington's disease patients) on an equivalent basis; and (C) one of the proposals sets forth a time frame for making the diagnostic or therapeutic product which is to be the subject of such Commercial License available to Huntington's disease patients that is

substantially shorter than those set forth in the other proposals being considered by the Parties, then the proposal setting forth such substantially shorter time frame, if accompanied by firm diligence obligations, shall be accepted by the Parties and a Commercial License granted to the entity making such proposal even if the economic terms of such proposal are substantially less than those set forth in the other proposals being considered by the Parties.

(iii) Commercial License Agreement Terms and Conditions. In addition to the principles and guidelines set forth in Section 9(c)(i) and Section 9(c)(ii) of this Agreement, a Commercial License shall be granted if and only if the Parties mutually agree that the terms and conditions of the license agreement in respect of such Commercial License incorporates the following terms, principles and guidelines:

- (A) reasonable performance milestones and a demonstrated capacity of the licensee to be able to meet those milestones; and
- (B) reasonable business and other terms and conditions that are in keeping with the then existing market standards for agreements of such type and nature in respect of similar technology and in similar disease indications.

(d) Resolution of Disputes Regarding the Granting of Commercial Licenses. If the Parties are unable to reach a mutual agreement regarding the granting of a Commercial License in respect of a proposal for the granting of a Commercial License submitted by either of the Parties for their consideration in accordance with the provisions of this Section 9 (each, a "Commercial License Grant Dispute"), either Party may submit such Commercial License Grant Dispute to [____], in the case of the Company (or such other individual identified in writing by the Company), and [____], in the case of the Foundation (or such other individual identified in writing by the Foundation), for resolution by providing a written notice (each, a "Internal Commercial License Grant Dispute Resolution Notice") to the other Party setting forth in reasonable detail the basis of such Commercial License Grant Dispute. Such individuals shall, within 20 days after such Internal Commercial License Grant Dispute Resolution Notice is delivered, meet and attempt in good faith resolve such Commercial License Grant Dispute. If such Commercial License Grant Dispute is not resolved within such 20-day period, either Party may require that the Parties submit such Commercial License Grant Dispute for resolution by an independent Third Party with appropriate qualifications for resolution to evaluate such matter (a "Neutral Expert") by providing a written notice (an "External Commercial License Grant Dispute Resolution Notice") to such effect that identifies the Commercial License Grant Dispute to be resolved. If the Parties fail to agree on a Neutral Expert within 10 days after an External Commercial License Grant Dispute Resolution Notice is

delivered, then each Party shall submit the name and qualifications of one proposed Neutral Expert, along with a written statement not to exceed five pages that identifies the issue(s) to be decided, to JAMS in New York, New York, pursuant to its Streamlined Arbitration Rules and Procedures, with a copy to the other Party, and JAMS shall appoint a single arbitrator, who shall be authorized solely to select, within 10 days of his or her appointment and pursuant to this Section 9(d), which Party's proposed Neutral Expert shall be designated for resolution of such matter, which decision shall be final and binding on both Parties. Upon the designation of the Neutral Expert, each Party shall have 10 days to submit any appropriate materials to such Neutral Expert, with copies to the other Party. No Party shall communicate with the Neutral Expert except by written communications copied to the other Party, or orally in the physical or telephonic presence of the other Party. The Neutral Expert shall render a written decision within 15 days after the deadline for submission of materials from the Parties. The decision of the Neutral Expert shall be final and binding on both Parties. The Parties agree that any and all such deliberations shall be confidential.

- (e) Grants of Non-Exclusive Licenses Under Disclaimed Patentable Project Intellectual Property.
- (i) Grant of Non-Exclusive License to the Foundation and Foundation Collaborators. With respect to each patent (including (A) any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent or (B) any intellectual property rights claimed in respect of such patent) claiming Patentable Project Intellectual Property that the Foundation has disclaimed its interest pursuant to Section 8(e) of this Agreement (the "Foundation Disclaimed Intellectual Property"), the Company hereby grants the Foundation and each Foundation Collaborator a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under such Foundation Disclaimed Intellectual Property for HD Research and Development, including a license to (1) make, have made, use, have used, import and have imported any product, (2) practice and have practiced any method or process and (3) use and have used the Confidential Information relating to such Foundation Disclaimed Intellectual Property, in each solely for HD Research and Development. The foregoing license shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (a) is granted without payment of royalties, other fees or profit and (b) prohibits the sublicensee from granting sublicenses. For clarity, the Parties agree that the license granted under this Section 9(e)(i) includes the right to (i) manufacture, have manufactured, distribute and have distributed products for use in pre-clinical testing or human clinical trials and (ii) offer to sell, have offered to sell, sell and have sold products for use in pre-clinical testing or human clinical trials.

- (ii) Grant of Non-Exclusive License to the Company. With respect to each patent (including (A) any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent or (B) any intellectual property rights claimed in respect of such patent) claiming Patentable Project Intellectual Property that the Company has disclaimed its interest pursuant to Section 8(e) of this Agreement (the "Company Disclaimed Intellectual Property"), the Foundation hereby grants the Company a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under such Company Disclaimed Intellectual Property for Research and Development, including a license to (1) make, have made, use, have used, import and have imported any product, (2) practice and have practiced any method or process and (3) use and have used the Confidential Information relating to such Company Disclaimed Intellectual Property, in each solely for Research and Development. The foregoing license shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (a) is granted without payment of royalties, other fees or profit and (b) prohibits the sublicensee from granting sublicenses. For clarity, the Parties agree that the license granted under this Section 9(e)(ii) includes the right to (i) manufacture, have manufactured, distribute and have distributed products for use in pre-clinical testing or human clinical trials and (ii) offer to sell, have offered to sell, sell and have sold products for use in pre-clinical testing or human clinical trials.
- 10. Mutual Non-Assert Regarding Validity. Each Party shall not, and shall not permit its Affiliates to, challenge, nor assist others in challenging, and shall require, by contract or otherwise, that its licensees and assignees of any Project Intellectual Property shall not challenge nor assist others in challenging, the validity of any Project Intellectual Property, including any Project Intellectual Property that is disclaimed by a Party; provided, however, that each Party (and its Affiliates, licensees and assignees) has the right to comply with applicable laws, including subpoenas in connection with a challenge by a Third Party to Project Intellectual Property.
- 11. Grants of Non-Exclusive Licenses Under Background Intellectual Property.
 - (a) Grant of Non-Exclusive License Under Foundation Background Intellectual Property.
 - (i) Grant of Non-Exclusive License to Company. The Foundation hereby grants the Company a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under the Foundation Background Intellectual Property to (A) make, have made, use, have used, import and have imported any product, (B) practice and have practiced any method or process and (C) use and have used the Confidential Information relating to such Foundation Background Intellectual Property, in each case to the

extent necessary to enable the use or practice, as the case may be, Project Results and Project Intellectual Property by the Company for (1) in respect of Foundation Background Intellectual Property owned by the Foundation, for Research and Development and (2) in respect of Foundation Background Intellectual Property licensed by the Foundation, for HD Research and Development. For the avoidance of doubt, the use of any Foundation Background Intellectual Property pursuant to this Section 11(a)(i) shall be solely for, as specified above, Research and Development or HD Research and Development and for no other purposes. For clarity, the Parties agree that the license granted under this Section 11(a)(i) includes the right to (i) manufacture, have manufactured, distribute and have distributed products for use in pre-clinical testing or human clinical trials and (ii) offer to sell, have offered to sell, sell and have sold products for use in pre-clinical testing or human clinical trials.

(ii) Grant of Non-Exclusive License to Third Parties in Connection with Commercial Licenses. The Foundation will grant to each Third Party or Affiliate of a Party that is a party to a Commercial License a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under the Foundation Background Intellectual Property to (A) make, have made, use, have used, import and have imported any product, (B) offer to sell, have offered to sell, sell and have sold any product, (C) practice and have practiced any method or process and (D) use and have used the Confidential Information relating to such Foundation Background Intellectual Property, in each case to the extent necessary to enable the Parties to commercially exploit the Project Intellectual Property in accordance with the terms of this Agreement.

(b) Grant of Non-Exclusive License Under Company Background Intellectual Property.

(i) Grant of Non-Exclusive License to Foundation and Foundation Collaborators. The Company hereby grants the Foundation and each Foundation Collaborator a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under the Company Background Intellectual Property to (A) make, have made, use, have used, import and have imported any product, (B) practice and have practiced any method or process and (C) use and have used the Confidential Information relating to such Company Background Intellectual Property, in each case to the extent necessary to enable the use or practice, as the case may be, Project Results and Project Intellectual Property by the Foundation and the Foundation Collaborators for HD Research and Development. For the avoidance of doubt, the use of any Company Background Intellectual Property pursuant to this Section 11(b)(i) shall be solely for HD Research and Development and for no other purposes. For

clarity, the Parties agree that the license granted under this Section 11(b)(i) includes the right to (i) manufacture, have manufactured, distribute and have distributed products for use in pre-clinical testing or human clinical trials and (ii) offer to sell, have offered to sell, sell and have sold products for use in pre-clinical testing or human clinical trials.

- (ii) Grant of Non-Exclusive License to Third Parties in Connection with Commercial Licenses. The Company will grant to each Third Party or Affiliate of a Party that is a party to a Commercial License a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under the Company Background Intellectual Property to (A) make, have made, use, have used, import and have imported any product, (B) offer to sell, have offered to sell, sell and have sold any product, (C) practice and have practiced any method or process and (D) use and have used the Confidential Information relating to such Company Background Intellectual Property, in each case to the extent necessary to enable the Parties to commercially exploit the Project Intellectual Property in accordance with the terms of this Agreement.

12. Revenue Sharing.

- (a) Agreement to Share Revenue. All revenue ("Revenue") received by either of the Parties from the grant of any Commercial License of any Project Intellectual Property (other than Project Intellectual Property which has been disclaimed by one of the Parties pursuant to Section 8(e) of this Agreement) to a Third Party or an Affiliate of either Party shall be distributed as follows:
 - (i) First, to the Foundation until an amount equal to the aggregate amount of payments required to be made by the Foundation to the Company under this Agreement has been distributed to the Foundation;
 - (ii) Thereafter, equally to the Foundation and the Company.
- (b) Revenue Sharing not Applicable to Revenue from Commercial Licensing Where the Company is the Licensee. The Parties agree that this Section 12 shall not apply to any Revenue received by either of the Parties in respect of a Commercial License of any Project Intellectual Property where the Company is the licensee of the interests of the Foundation in such Project Intellectual Property.

Confidentiality; Trademarks

13. Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information; Permitted Uses of Confidential Information; Confidentiality and Non-Use; Use by Representatives; Exceptions to Confidentiality and Non-Use.

- (a) Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information.
 - (i) Certain Information Deemed Confidential Information.
 - (A) Certain Information Deemed Confidential Information of the Company. The Foundation agrees that all Company Background Intellectual Property shall be deemed Confidential Information of the Company (the foregoing, together with any additional information disclosed by the Company in accordance with Section 1(g)1(i) of this Agreement, the "Company Confidential Information").
 - (B) Certain Information Deemed Confidential Information of the Foundation. The Company agrees that all Foundation Provided Material Information and Foundation Background Intellectual Property shall be deemed Confidential Information of the Foundation (the foregoing, together with such additional information disclosed by the Foundation in accordance with Section 1(g)1(i) of this Agreement, the "Foundation Confidential Information").
 - (C) Certain Information Deemed Confidential Information of both Parties. The Parties agree that (1) the terms and conditions of this Agreement (including all appendices, supplements or exhibits attached to this Agreement) and all Project Intellectual Property and Project Results (including all Project Results set forth in the Project Reports) shall be deemed Confidential Information of each of the Parties ("Joint Confidential Information") and (2) each Party shall be deemed both a "Disclosing Party" and a "Receiving Party" of all Joint Confidential Information. The Parties further agree to treat all Joint Confidential Information as Confidential Information of each of the Parties in accordance with the terms of this Section 13.
 - (ii) Certain Information Specifically Excepted from Being Deemed Confidential Information. For the avoidance of any doubt, the Parties acknowledge and agree that any information deemed to be Confidential Information pursuant to Section 13(a)(i) of this Agreement shall not constitute Confidential Information under this Agreement if, in accordance with Section 1(g) of this Agreement, such information constitutes information which is specifically excepted from being Confidential Information; provided, however, the Parties acknowledge and agree that no Joint Confidential Information shall be specifically excepted from

being Confidential Information pursuant to Section 1(g) of this Agreement.

(b) Permitted Uses of Confidential Information.

(i) Permitted Uses of Joint Confidential Information.

(A) Permitted Uses of Joint Confidential Information by the Company.

The Foundation agrees that the Company may (1) use, or have used, the Joint Confidential Information for **[any purpose]/[Research and Development] [SELECT AS APPROPRIATE – NOTE: LIMIT USE TO R&D IF COMMERCIALIZATION SECTION IS INCLUDED IN AGREEMENT]** and (2) subject to Section 13(c) of this Agreement, disclose the Joint Confidential Information to Third Parties and Affiliates of the Company.

(B) Permitted Uses of Joint Confidential Information by the Foundation. The Company agrees that the Foundation may (1) use, or have used, the Joint Confidential Information for **[any purpose]/[HD Research and Development] [SELECT AS APPROPRIATE – NOTE: LIMIT USE TO HD R&D IF COMMERCIALIZATION SECTION IS INCLUDED IN AGREEMENT]** and (2) subject to Section 13(c) of this Agreement, disclose the Joint Confidential Information to Third Parties and Affiliates of the Foundation.

(ii) Permitted Uses of Foundation Confidential Information by the Company.

The Company agrees that the Foundation Confidential Information may only (A) be used by the Company to the extent necessary to enable the Company to perform its obligations or exercise its rights under this Agreement (including under Section 11(a) of this Agreement) and (B) be disclosed in accordance with, and to only those Third Parties and Affiliates expressly permitted by, Section 13(c) of this Agreement.

(iii) Permitted Uses of Company Confidential Information by the Foundation.

The Foundation agrees that the Company Confidential Information may only (A) be used by the Foundation to the extent necessary to enable the Foundation to perform its obligations or exercise its rights under this Agreement (including under Section 11(b) of this Agreement) and (B) be disclosed in accordance with, and to only those Third Parties and Affiliates expressly permitted by, Section 13(c) of this Agreement.

(c) Confidentiality and Non-Use; Use by Representatives.

- (i) Confidentiality and Non-Use. Each Receiving Party shall treat the Confidential Information of the Disclosing Party in the same manner, and with the same level of care (but, in no event, with less than a reasonable level of care), as the Receiving Party would treat its own confidential or proprietary information. Without limiting the generality of the foregoing, and except to the extent expressly permitted by this Agreement (including pursuant to Section 13(b) of this Agreement), no Receiving Party shall, without the prior written consent of the Disclosing Party, (A) disclose, reveal, report, publish or give the Confidential Information of the Disclosing Party to any Third Party or Affiliate or (B) use the Confidential Information of the Disclosing Party for any purpose.
- (ii) Use by Representatives. Except as expressly permitted by this Agreement, each Receiving Party shall limit disclosure of the Disclosing Party's Confidential Information to (A) those of its Affiliates, directors, officers, employees, representatives, consultants, agents, service providers and advisors (including scientific advisors, legal counsel, etc.) and (B) in the case of the Foundation only, the Foundation Collaborators (collectively, "representatives") who (1) have a need to know such Confidential Information to enable such Receiving Party to perform its obligations or exercise its rights under this Agreement, (2) have similar, but no less burdensome, obligations of confidentiality and non-use to those contained in this Agreement and (3) have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. Each Receiving Party shall (x) direct its representatives not to disclose the Confidential Information of the Disclosing Party to any person or entity, except as expressly permitted under this Agreement and (y) be responsible for any breach by its representatives of the obligations under this Agreement relating to Confidential Information of the Disclosing Party.
- (d) Exceptions to Confidentiality and Non-Use. Each Receiving Party may, without the prior written authorization of the Disclosing Party, disclose the Confidential Information of the Disclosing Party to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order; provided, that, such Receiving Party provides the Disclosing Party with sufficient prior notice, and cooperates with the Disclosing Party (at such Disclosing Party's cost and expense), to allow the Disclosing Party to contest such request, requirement or order. In addition, each Party may disclose (i) the existence of this Agreement; (ii) a general summary of the Research being provided under this Agreement; (iii) the aggregate dollar amount of fees to be paid by the Foundation under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.

14. Use of Trademarks. No Party shall use the name, trademarks, logos, physical likeness or other symbol of the other Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written authorization of the other Party, except that either Party may make reference to the Foundation's funding of the Research, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described.

Representations, Warranties and Covenants

15. Covenants. The Company agrees to each of the following:
- (a) General Representations, Warranties and Covenants of the Company. The Company hereby represents, warrants and agrees to each of the following:
 - (i) Conduct of the Research; Compliance with Law. Company shall perform the Research using generally accepted industry standards and practices and in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.
 - (ii) Audit; Access. At reasonably convenient times and dates, (A) the Foundation and its representatives shall have the right to audit the Company's compliance with this Agreement and (B) the Company will provide the Foundation and its representatives with reasonable access to the facilities used in the performance of the Research, data and personnel in order to enable the Foundation to (1) audit the Company's compliance with this Agreement and (2) assess the status and progress of the Research being performed by the Company.
 - (iii) Research Team. The Research shall only be performed by individuals who have assigned, or agreed to assign, any ownership or other rights they may acquire in any (A) Project Results produced or (B) Project Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Research under this Agreement to the Company, so that the Company may perform its obligations and convey the rights granted by it under this Agreement. The Company shall cause any such individual, and any individual with access to Project Results or Project Deliverables, to assign any such (1) Project Results produced or (2) Project Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Research under this Agreement to the Company.
 - (iv) No Debarment. The Company represents and warrants that it has never been, is not currently, and, during the term of this Agreement, will not become, a Debarred Entity. The Company further warrants and represents

that no Debarred Individual (as defined below) or Debarred Entity (as defined below) will perform or render any services or assistance on Company's behalf relating to activities taken pursuant to this Agreement. For purposes of this Section 15(a)(iv), a "Debarred Entity" is a corporation, partnership or association that has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from submitting or assisting in the submission of any drug product application, or a member, subsidiary or affiliate of a Debarred Entity; and a "Debarred Individual" is an individual who has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from providing services in any capacity to a person that has an approved or pending drug product application.

- (v) Consents, Permits and Approvals. The Company has obtained all, and will obtain all future, consents, permits and other approvals necessary for the Company to (A) enter into this Agreement and (B) perform its obligations and convey the rights granted by it under this Agreement.
- (vi) Conflicting Obligations. Neither the execution and delivery of this Agreement by the Company nor the discharge by the Company of its obligations under this Agreement will conflict with, result in a breach of, constitute a default under, require any notice under or create in any third party the right to terminate, modify or cancel any agreement, contract, instrument, license or other arrangement to which the Company is or becomes a party or by which it is or becomes bound. The Company has not entered into, and will not enter into, any agreement, contract, license or other arrangement that conflicts with the Foundation's exercise of its rights under this Agreement.
- (vii) Intellectual Property.
 - (A) General. The Company owns or has the right to use pursuant to a valid and enforceable, written license, sublicense, agreement or other arrangement, all Intellectual Property necessary to perform the Research and the other obligations of the Company under this Agreement, including the right to grant the licenses contemplated by Section 11(b) of this Agreement.
 - (B) Third Party Intellectual Property. The Company's performance of the Research will not infringe upon, violate or misappropriate any Intellectual Property rights of any third party. Except as expressly set forth and described in the Project Descriptions for the Projects, without the prior written consent of the Foundation, the Company shall not use or practice any Intellectual Property (1) that is known by the Company to be owned by a Third Party or (2) which is licensed to the Company (or otherwise subject to restrictions on

use known to the Company) in the performance of the Research in the conduct of the Projects, if the use or practice of such Third Party Intellectual Property would be required in order for the Foundation, any Foundation Collaborator or any Third Party that is a party to a Commercial License to (x) use or practice, as the case may be, the Project Deliverables, Project Results and Project Intellectual Property or (y) exercise the rights granted by the Company under Section 11(b) of this Agreement.

- (viii) Further Assurances. The Company shall (A) execute such further documents, instruments and assurances and (B) take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.
- (b) Representations, Warranties and Covenants of the Foundation. The Foundation hereby represents, warrants and agrees to each of the following:
 - (i) Consents, Permits and Approvals. The Foundation has obtained all, and will obtain all future, consents, permits and other approvals necessary for the Foundation to (A) enter into this Agreement and (B) perform its obligations and convey the rights granted by it under this Agreement.
 - (ii) Conflicting Obligations. Neither the execution and delivery of this Agreement by the Foundation nor the discharge by the Foundation of its obligations under this Agreement will conflict with, result in a breach of, constitute a default under, require any notice under or create in any third party the right to terminate, modify or cancel any agreement, contract, instrument, license or other arrangement to which the Foundation is or becomes a party or by which it is or becomes bound. The Foundation has not entered into, and will not enter into, any agreement, contract, license or other arrangement that conflicts with the Company's exercise of its rights under this Agreement.
 - (iii) Intellectual Property. The Foundation owns or has the right to use pursuant to a valid and enforceable, written license, sublicense, agreement or other arrangement, all Intellectual Property necessary to perform the obligations of the Foundation under this Agreement, including the right to (A) transfer Foundation Provided Materials and Foundation Provided Material Information to the Company as contemplated by Section 3(a) of this Agreement and (B) grant the licenses contemplated by Section 11(a) of this Agreement.
 - (iv) Further Assurances. The Foundation shall (A) execute such further documents, instruments and assurances and (B) take such further actions

as the Company may reasonably request from time to time to better enable the Company to exercise its rights under this Agreement.

Term; Termination; Effect of Termination

16. Term; Termination of Certain Provisions by the Foundation; Termination of Certain Provisions by the Company; Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.

- (a) Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue for a period of [____] [years] **[MODIFY AS APPROPRIATE]** unless earlier terminated in accordance with the terms hereof or by the mutual written agreement of the Parties.
- (b) Termination of Certain Provisions by the Foundation.
 - (i) Termination with Notice. The Foundation may elect for any reason to immediately terminate each of the sections specified in Section 16(d)(i) of this Agreement and discontinue the Company's performance of the Research in the conduct of the Projects by giving **[30 days prior]** **[INCLUDE/MODIFY AS APPLICABLE]** written notice to such effect to the Company.
 - (ii) Termination Upon the Occurrence of Certain Events. The Foundation may, by giving notice to the Company, elect to terminate each of the sections specified in Section 16(d)(i) of this Agreement and discontinue the Company's performance of the Research in the conduct of the Projects upon the occurrence and continuation of any of the following events:
 - (A) Breach of this Agreement. If the Company (1) materially breaches any representation, warranty or covenant given by it under this Agreement or (2) materially defaults in the performance of its obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Company of notice of such breach or default from the Foundation.
 - (B) **[Foundation Determinations Regarding the Projects.** If the Foundation makes a good faith determination that (1) any of the Projects cannot be conducted and completed substantially in accordance with (x) this Agreement and (y) the Project Description for such Project; (2) any of the Projects (or a Phase of any of the Projects) cannot be substantially completed within the estimated time frame set forth in the Project Description for such Project; or (3) the continued performance of the Research in the conduct of any of the Projects is unlikely to yield deliverables, results or intellectual property that would

be useful for the purpose of discovering and developing drugs
that delay or slow the progression of Huntington's disease.]
[INCLUDE THIS PROVISION ONLY IF SECTON (B)(I) IS
NOT INCLUDED]

(C) Bankruptcy Event. If the Company becomes subject to a
Bankruptcy Event.

(iii) [CONSIDER OTHER TERMINATION RIGHTS]

(c) Termination of Certain Provisions by the Company. The Company may, by
giving notice to the Foundation, elect to terminate each of the provisions specified
in Section 16(d)(i) of this Agreement and discontinue the Company's performance
of the Research in the conduct of the Projects upon the occurrence and
continuation of any of the following events:

(i) Breach of this Agreement. If the Foundation (A) materially breaches any
representation, warranty or covenant given by it under this Agreement or
(B) materially defaults in the performance of any of its obligations under
this Agreement and such breach or default is not remedied within 45 days
of the receipt by the Foundation of notice of such breach or default from
the Company.

(ii) Bankruptcy Event. If the Foundation becomes subject to a Bankruptcy
Event.

(d) Termination of Specified Provisions; Survival of Remaining Provisions; Effect of
Termination of Certain Provisions.

(i) Termination of Specified Provisions; Survival of Remaining Provisions.
Immediately upon any election by the Foundation pursuant to Section
16(b) of this Agreement or by the Company pursuant to Section 16(c) of
this Agreement, (A) each of Section 2, Section 3(a), Section 3(b), Section
3(d), Section 4(a), Section 4(b), Section 5(a), Section 5(b)(i), Section
5(b)(ii), Section 5(b)(iii) and Section 28 shall (1) immediately terminate
and (2) subject to Section 16(d)(ii) of this Agreement, have no further
force or effect and (B) Section 13 of this Agreement with respect to Joint
Confidential Information only shall (1) immediately terminate upon the
date that is [five] [MODIFY AS APPLICABLE. GENERALLY, USE
A PERIOD THAT WOULD LAST FIVE YEARS FOLLOWING
THE ESTIMATED COMPLETION DATE OF THE PROJECT]
years following the Effective Date and (2) subject to Section 16(d)(ii) of
this Agreement, have no further force or effect. The Parties acknowledge
and agree that in the event of the termination of the provisions specified in
this Section 16(d)(i), all other sections and provisions of this Agreement
shall survive indefinitely and remain in full force and effect.

- (ii) Effect of Termination of Certain Provisions.
- (A) Cessation of the Research. Immediately upon the termination of the provisions specified in Section(i) 16(d)(i) of this Agreement, the Company will immediately cease the performance of the Research in the conduct of the Projects.
 - (B) Final Project Report; Facilitation of the Continuation of the Projects. Immediately upon the termination of the provisions specified in Section 16(d)(i) of this Agreement, the Company will deliver a Final Project Report for the Projects for the period beginning on the Effective Date through the date of the termination of the provisions specified in Section 16(d)(i) of this Agreement. The Company will, upon the written request, and at the cost and expense, of the Foundation , use commercially reasonable efforts to facilitate the continuation of the Projects elsewhere.
 - (C) Foundation's Payment Obligation Upon Termination. The Parties acknowledge and agree that, upon the termination of the provisions specified in Section 16(d)(i) of this Agreement, the Foundation shall, unless the basis for the termination of such provisions was based upon a breach of this Agreement by the Company, only be responsible to make a payment in respect of the Research performed in the conduct of the Projects in an amount equal to a pro rata portion of the Research Payment through the effective date of the termination of the provisions specified in Section 16(d)(i) of this Agreement (calculated in accordance with Section 5 of this Agreement).
 - (D) Liabilities and Obligations Accrued Prior to Termination. The Parties acknowledge and agree that the termination of the provisions specified in Section 16(d)(i) of this Agreement shall not (1) relieve any Party then in breach of this Agreement for any liabilities to the other Party in respect of any breach under this Agreement or (2) relieve either Party from any of the obligations such Party may have under this Agreement to the extent such obligations accrued prior to the date of such termination or (3) relieve either Party from any of the obligations such Party may have under any of the sections or provisions of this Agreement that expressly survive any such termination.

Miscellaneous

17. No Agency, Partnership or Joint Venture. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the Parties. Neither

Party shall act or describe itself as the agent of the other Party nor shall it represent that it has any authority to make commitments on the other Party's behalf.

18. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, US mail with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by US mail, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the following addresses (or to such other address as may be designated by a notice given in accordance with the provisions of this Section 18):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

If to the Company to:

[_____] **[PLEASE PROVIDE CONTACT INFORMATION]**

[_____]

[_____]

Attention: [_____]

Fax: [_____]

19. Indemnity; Limitation on Damages.

- (a) Indemnification by the Foundation. The Foundation shall defend and indemnify the Company and its Affiliates, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Company Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Company Indemnified Party in

connection with any Third Party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Foundation's negligence or willful misconduct; (ii) the Foundation's breach of this Agreement; or (iii) the Company's use, or alleged use, in the performance of the Research in the conduct of the Projects of any Foundation Background Intellectual Property, Foundation Provided Materials or Foundation Provided Material Information licensed or provided by the Foundation to the Company for the purpose of performing the Research in the conduct of the Projects (but only to the extent such claim does not result from, or arise out of, an action for which the Company is obligated to indemnify the Foundation pursuant to Section 19(b) of this Agreement). For clarity, the Parties agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.

- (b) Indemnification by the Company. The Company shall defend and indemnify the Foundation, the Foundation Collaborators and their respective Affiliates, members, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Foundation Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Foundation Indemnified Party in connection with any Third Party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Company's negligence or willful misconduct; (ii) the Company's breach of this Agreement; or (iii) the activities of the Company in the course of the Company's performance of the Research in the conduct of the Projects, including activities which infringe upon, violate or misappropriate, or are alleged to infringe upon, violate or misappropriate, the Intellectual Property rights of a third party (but only to the extent such claim does not result from, or arise out of, an action for which the Foundation is obligated to indemnify the Company pursuant to Section 19(a) of this Agreement). For clarity, the Parties agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.
- (c) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER

PARTY FOR (I) A BREACH OF SECTION 13 OF THIS AGREEMENT; (II) DEATH OR PERSONAL INJURY; OR (III) FRAUD.

- (d) Indemnity Amounts. Any amounts owing pursuant to a Party's express indemnity obligations under this Agreement shall not be subject to the limitation on damages restrictions set forth in Section 19(c) of this Agreement.

20. Alternative Dispute Resolution.

- (a) General. Except for (i) Steering Committee Disputes which are to be resolved pursuant to Section 4(a)(iii)(B) of this Agreement and (ii) Commercial License Grant Disputes which are to be resolved pursuant to Section 9(d) of this Agreement, if a dispute arises out of or relates to this Agreement, or breach thereof, the Parties agree that such dispute shall be resolved exclusively in accordance with this Section 20.
- (b) Resolution by Good Faith Negotiations. If a dispute arises out of or relates to this Agreement, or breach thereof, the Parties agree to negotiate in good faith to settle such dispute in accordance with this Section 20(b). If a dispute arises out of or relates to this Agreement, or breach thereof, either Party may submit such dispute to [____], in the case of the Company (or such other individual identified in writing by the Company), and [____], in the case of the Foundation (or such other individual identified in writing by the Foundation), for resolution by providing a written notice (each, a "Senior Management Dispute Resolution Notice") to the other Party setting forth in reasonable detail the basis of such dispute. If a dispute that is the subject of a Senior Management Dispute Resolution Notice is not resolved by the Parties within 60 days of the delivery of such Senior Management Dispute Resolution Notice, such dispute shall be resolved in accordance with Section 20(c) of this Agreement. The Parties agree that any and all such negotiations shall be confidential.
- (c) Resolution by Binding Arbitration. If a dispute that is the subject of a Senior Management Dispute Resolution Notice is not resolved by the Parties within 60 days of the delivery of such Senior Management Dispute Resolution Notice, either Party may submit such dispute for final resolution by an arbitrator in accordance with this Section 20(c) by providing a written notice (each, an "Arbitration Dispute Resolution Notice") to the other Party to such effect. The Parties agree that any dispute that is the subject of an Arbitration Dispute Resolution Notice shall be settled by a single arbitrator in a binding arbitration in **[New York, NY administered by JAMS under its Comprehensive Arbitration Rules and Procedures]/[London, the United Kingdom, administered by JAMS under its International Arbitration Rules] [SELECT AS APPROPRIATE]**. The Parties shall instruct the arbitrator that the prevailing party of any dispute (as determined by the arbitrator) shall be awarded the reasonable attorneys' fees, costs and other expenses incurred by the prevailing

party in the course of the arbitration of such dispute. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.

21. Assignment. The Company may not assign this Agreement without the prior written consent of the Foundation, except to an entity (a) that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) and (b) who agrees, in writing, to assume the Company's obligations under this Agreement. The Company agrees that any entity that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) shall (i) acquire the Company's interest in the Company Background Intellectual Property and (ii) agree, in writing, to assume Company's obligations under this Agreement. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
22. Incorporation of Appendices, Supplements and Exhibits; Entire Agreement; Amendment. Any appendices, supplements or exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, supplement or exhibit attached to this Agreement or any notice, invoice or other document delivered by a Party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Research and all prior understandings and agreements relating to the Research are superseded hereby. This Agreement may not be amended except by a document signed by authorized representatives of the each of the Parties.
23. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
25. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their

plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
27. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
28. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Research Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____

Name:

Title:

COMPANY:

[_____] **[INSERT FULL LEGAL
NAME OF COMPANY]**

By: _____

Name:

Title:

Appendix A to Research Agreement

(General Project Descriptions)

Appendix B to Research Agreement

(Initial Detailed Project Descriptions)

SERVICES AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

SERVICES AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). The Company and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Foundation's mission is to rapidly discover and develop drugs that delay or slow the progression of Huntington's disease.

The Company has certain expertise in [_____].

The Foundation desires to engage the Company to conduct certain activities relating to [_____] and the Company is prepared to conduct such activities.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Definitions

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
 - (a) "Bankruptcy Event" means the (i) making of a general assignment for the benefit of creditors by an entity; (ii) filing of any petition by an entity, or the commencement of any proceeding voluntarily by an entity, for any relief under any bankruptcy or insolvency laws or any law relating to the relief of debtors; (iii) consent by an entity to the entry of an order in an involuntary bankruptcy or insolvency case; (iv) entry of an order or decree for relief against an entity by a court of competent jurisdiction in an involuntary case under any bankruptcy or insolvency laws or any law relating to the relief of debtors, which order or decree is unstayed and in effect for a period of 60 consecutive days; (v) appointment, with or without the consent of an entity, of any receiver, liquidator, custodian, assignee, trustee, sequestrator or other similar official of an entity or any substantial part of its property; or (vi) admission by an entity in writing of its inability to pay its debts generally as they become due.
 - (b) "Company Background Intellectual Property" means (i) all Intellectual Property (A) owned or licensed by the Company as of the Effective Date or (B) acquired or licensed by the Company from a third party (other than the Foundation) after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company on or after the

Effective Date other than in the course of the Company's performance of the Services in the conduct of the Project; and (iii) all improvements, variations, modifications or enhancements of the Intellectual Property described in (i) and (ii) above conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company after the Effective Date that does not constitute Foundation Background Intellectual Property (including any such improvements, variations, modifications or enhancements conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company in the course of the Company's performance of the Services in the conduct of the Project).

- (c) "Company Provided Materials" means any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) and the physical samples of Compounds, reagents, cell lines and other materials acquired by the Company from a third party to enable the Company to perform the Services in the conduct of the Project.
- (d) "Company Provided Reimbursable Materials" means those Company Provided Materials specified in the Project Description for which the Foundation is required, subject to Section 5(b)(i) of this Agreement, to reimburse the Company.
- (e) "Compound" means a discrete chemical or biological entity.
- (f) "Confidential Information" means all information of whatsoever type or kind (i) provided (either directly or indirectly in writing or other tangible form or orally) by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly marked and identified as "Confidential" by the Disclosing Party at the time of disclosure or (ii) specifically deemed to be "Confidential Information" pursuant to Section 8(b)(i) of this Agreement. Any information communicated orally by the Disclosing Party shall be considered "Confidential Information" only if (A) such information is promptly reduced to writing by the Disclosing Party and (B) such written record is clearly marked and identified as "Confidential" and provided to the Receiving Party within 30 days after the initial disclosure of such information. Specifically excepted from Confidential Information is all information that the Receiving Party can demonstrate by written records (1) to have been known by, or in the possession of, the Receiving Party prior to the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (2) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become known to the Receiving Party through a third party who is not known by the Receiving Party to be under any obligation of confidentiality to the Disclosing Party; (3) to have been part of the public domain or publicly known at the time of the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (4) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become part of the public domain or publicly known, by Publication or otherwise, not due to any unauthorized act or omission by the Receiving Party; or (5) to have been

independently developed by the Receiving Party without reference to, or reliance upon, such Confidential Information.

- (g) "Foundation Background Intellectual Property" means (i) all Intellectual Property (including Intellectual Property relating to any Foundation Provided Materials) (A) owned or licensed by the Foundation as of the Effective Date or (B) acquired or licensed by the Foundation from a third party (other than the Company) after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Foundation after the Effective Date (other than in the course of the Company's performance of the Services in the conduct of the Project); and (iii) all improvements, variations, modifications or enhancements of the Intellectual Property described in (i) and (ii) above conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Foundation after the Effective Date (including any such improvements, variations, modifications or enhancements conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company in the course of the Company's performance of the Services in the conduct of the Project).
- (h) "Foundation Collaborators" means those (i) third parties to whom the Foundation grants the right to use all or part of the Project Deliverables, Project Intellectual Property or Project Results for **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]**, including any entity collaborating with the Foundation **[in the conduct of HD Research and Development]/[in the conduct of activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and/or fee for service laboratories or repositories providing services to the Foundation in the furtherance of the Foundation's conduct of **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and (ii) fee for service laboratories providing services on behalf of any such third party described in (i) above.
- (i) "Foundation Provided Materials" means (i) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Services in the conduct of the Project and (ii) the physical samples of cell lines, Compounds, reagents and other materials to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Services in the conduct of the Project, in each case as specified in the Project Description.
- (j) "Foundation Provided Material Information" means all information relating to a Foundation Provided Material that is provided to the Company by, or on behalf of, the Foundation.

- (k) **["HD Research and Development"] means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.]/["HD Field of Use"] means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease, including the manufacture or distribution of any such product or service for sale and the sale of any such product or service.] [SELECT AS APPROPRIATE]**
- (l) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection.
- (m) "Phase" means the meaning ascribed to such term in the Project Description.
- (n) "Project" means the program of Services to be performed by the Company as described in the Project Description.
- (o) "Project Deliverable" means (i) each Project Report (as defined in Section 4(d) of this Agreement) and (ii) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny), product (e.g., cell line, Compound or reagent) or other item or material, in each case produced by the Company in the course of the performance of the Services in the conduct of the Project.
- (p) "Project Description" means the written document attached to this Agreement as Appendix A.
- (q) "Project Information" means all information set forth in the Project Description (including all information relating to the Company Provided Materials and Foundation Provided Material Information).
- (r) "Project Intellectual Property" means any Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the Company's performance of the Services in the conduct of the Project.

- (s) "Project Results" means any data, formulae, outcomes or other results produced in the course of the Company's performance of the Services in the conduct of the Project.
- (t) "Services" means the activities undertaken by the Company to conduct and complete the Project.
- (u) "Specialized Third Party Licenses and Services" means those specialized (i) third party licenses which are necessary for the Company to possess and use a unique technology, methodology, process, reagent, cell line, Compound or other material to perform the Services in the conduct of the Project or (ii) services to be performed by a third party which are necessary to enable the Company to perform the Services in the conduct of the Project, in each case as specified in the Project Description.

Services; Project

- 2. Performance of the Services; Limited Right to Subcontract Services; Authority to Conduct each Phase of the Project; Ownership of Project Information; Limited Use of Project Information.
 - (a) Performance of the Services; Limited Right to Subcontract Services.
 - (i) Performance of the Services. The Company hereby agrees to devote such resources (including all necessary personnel, equipment, tools, Company Provided Materials and supplies) and effort as is necessary to (A) perform the Services in the conduct of the Project in accordance with (1) this Agreement and (2) the Project Description; and (B) complete the Project (and each Phase thereof) within the time frame specified in the Project Description. If at any time the Company makes a good faith determination that, (A) the Project cannot be conducted substantially in accordance with (1) this Agreement and (2) the Project Description; (B) the Project (or any Phase thereof) cannot be completed within the time frame or at the cost set forth in the Project Description; or (C) the continued conduct of the Project in accordance with (1) this Agreement and (2) the Project Description is unlikely to yield scientifically valid or useful results, the Company shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.
 - (ii) Limited Right to Subcontract Services. The Parties hereby acknowledge and agree that the Company may (A) sub-contract those activities which are expressly identified in the Project Description as activities to be sub-contracted and (B) sub-contract such designated activities to the third party set forth in the Project Description (each such third party hereinafter referred to as a "Subcontractor"). The Company hereby agrees that (1) each Subcontractor shall agree in writing to conduct such activities in

accordance with, and subject to, the terms and conditions of this Agreement as if such Subcontractor were a party hereto and (2) the Company shall cause each Subcontractor to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement. The Company hereby further agrees that the Company shall be solely responsible and liable for the activities conducted by each Subcontractor as if such activities were conducted by the Company.

(iii) **[Experimental Nature of the Services. [The Foundation hereby acknowledges and agrees that (A) the Services are experimental in nature and that the Company does not guarantee that the objectives of the Project will be realized or achieved or (B) that the performance of the Services in the conduct of the Project will yield scientifically valid or useful deliverables, intellectual property or results.] [TO BE INCLUDED ONLY IF REQUESTED BY CRO]**

(b) Authority to Conduct each Phase of the Project. The Company hereby agrees that the Company shall not proceed to perform the Services in the conduct of any Phase of the Project without the prior written consent of the Foundation's Project Manager (as defined in Section 4(a)(i) of this Agreement). The Parties hereby acknowledge and agree that the execution and delivery of this Agreement by the Foundation shall constitute the written consent of the Foundation for the Company to perform the Services in the conduct of the initial Phase of the Project (but not any subsequent Phase of the Project).

(c) Ownership of Project Information; Limited Use of Project Information. As between the Foundation and the Company, the Company hereby agrees that (i) all Project Information shall be owned by the Foundation and (ii) the Company shall have no ownership or other interest in any Project Information. The Company hereby agrees that the Project Information shall be used by the Company for the sole purpose of performing the Services in the conduct of the Project and for no other purpose.

3. Foundation Provided Materials; Company Provided Reimbursable Materials; Specialized Third Party Licenses and Services.

(a) Foundation Provided Materials.

(i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of acquiring and providing to the Company sufficient amounts of the Foundation Provided Materials together with the related Foundation Provided Material Information. The Foundation hereby represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Company pursuant to this Agreement

will be provided in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.

- (ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Company hereby agrees that the Foundation Provided Materials and the Foundation Provided Material Information (A) shall be used by the Company for the sole purpose of conducting the Project and for no other purpose (including not using the Foundation Provided Material or Foundation Provided Material Information to attempt to determine, or determine, the identity of any of the person from which the Foundation Provided Material and Foundation Provided Material Information were collected) and (B) shall not be transferred to any third party except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 2(a)(ii) of this Agreement) or (2) pursuant to the written request of the Foundation. Except to the extent required to enable the Company to perform the Services, the Company hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials or the properties thereof (chemical, biochemical, physical, biological or other). The Company hereby acknowledges and agrees that (x) all Foundation Provided Material Information shall be deemed Confidential Information of the Foundation and (y) the Research Institution shall not disclose, reveal, report, publish or give the Foundation Provided Material Information to any third party. The Company hereby acknowledges and further agrees that a) as between the Company and the Foundation, the Foundation owns the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Project) and the Foundation Provided Material Information and b) the Company shall have no ownership or other interest in any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct of the Project) or any Foundation Provided Material Information.
- (iii) Retention of Foundation Provided Materials. The Company shall retain all unused Foundation Provided Materials for a period (each, a "Foundation Provided Materials Retention Period") of 180 days following the completion or cancellation of the Project. During the Foundation Provided Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of the unused Foundation Provided Materials subject to such Foundation Provided Materials Retention Period to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of the Foundation Provided Materials Retention

Period in respect of a Foundation Provided Material, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Foundation Provided Material.

- (iv) Transfer of Foundation Provided Materials Upon any Termination of this Agreement. Upon any termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Foundation Provided Materials in accordance with the manner such Foundation Provided Materials were being stored, handled and maintained prior to the termination of this Agreement and (B) at the written request(s) of the Foundation, ship all or part of such unused Foundation Provided Materials to the Foundation or to such third party specified in each such written request.
- (v) Risk of Loss of Foundation Provided Materials. Immediately upon the delivery of a Foundation Provided Material to the Company pursuant to this Agreement and continuing until such Foundation Provided Material is delivered by the Company in accordance with this Section 3(a) to the delivery point as directed in writing by the Foundation, the Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling and storage of such Foundation Provided Material and (B) the preparation for shipment and shipment of such Foundation Provided Material.
- (b) Company Provided Reimbursable Materials.
 - (i) Reimbursement for Company Provided Reimbursable Materials. The Company hereby acknowledges and agrees that no Company Provided Material shall be deemed a Company Provided Reimbursable Material with respect to the Project unless (A) the designation of such Company Provided Material as a Company Provided Reimbursable Material was specified in the Project Description and (B) the estimated cost to procure such Company Provided Material is set forth in the Project Description. The Company hereby agrees that it shall not, without the prior consent of the Foundation, procure any Company Provided Reimbursable Material if the actual cost to procure any such Company Provided Reimbursable Material is more than 110% of the estimated cost of such Company Provided Reimbursable Material as is set forth in the Project Description. Subject to the foregoing, the Foundation shall, in accordance with this Section 3(b)(i) and Section 5(b)(i) of this Agreement, reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials.
 - (ii) Use and Ownership of Company Provided Reimbursable Materials; Retention of Company Provided Reimbursable Materials. The Company

hereby agrees that the Company Provided Reimbursable Materials (A) shall be used by the Company for the sole purpose of conducting the Project were procured and for no other purpose and (B) shall not be transferred to any third party except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 2(a)(ii) of this Agreement) or (2) pursuant to the written request of the Foundation. The Company hereby acknowledges and further agrees that (x) as between the Company and the Foundation, the Foundation owns the Company Provided Reimbursable Materials and (y) the Company shall have no ownership or other interest in any Company Provided Reimbursable Materials. The Company shall retain all unused Company Provided Reimbursable Materials for a period (each, a "Company Provided Reimbursable Materials Retention Period") of 180 days following the completion or cancellation of the Project. During the Company Provided Reimbursable Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of the unused Company Provided Reimbursable Materials subject to such Company Provided Reimbursable Materials Retention Period to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of the Company Provided Reimbursable Materials Retention Period in respect of a Company Provided Reimbursable Material, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Company Provided Reimbursable Material.

- (iii) Transfer of Company Provided Reimbursable Materials Upon any Termination of this Agreement. Upon any termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Company Provided Reimbursable Materials in accordance with the manner such Company Provided Reimbursable Materials were being stored, handled and maintained prior to the termination of this Agreement and (B) at the written request(s) of the Foundation, ship all or part of such unused Company Provided Reimbursable Materials to the Foundation or to such third party specified in each such written request.
- (iv) Risk of Loss of Company Provided Reimbursable Materials. Immediately upon the delivery of a Company Provided Reimbursable Material to the Company pursuant to this Agreement and continuing until such Company Provided Reimbursable Material is delivered by the Company in accordance with this Section 3(b) to the delivery point as directed in writing by the Foundation, the Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling and storage of such Company Provided Reimbursable

Material and (B) the preparation for shipment and shipment of such
Company Provided Reimbursable Material.

- (c) Specialized Third Party Licenses and Services. The Company hereby acknowledges and agrees that no third party license or service shall be deemed a Specialized Third Party License and Service with respect to the Project unless (i) the designation of such third party license or service as a Specialized Third Party License and Service was specified in the Project Description and (ii) the terms and conditions (including cost) upon which such third party license or service is to be licensed or procured have been approved in writing by the Foundation. The Company hereby agrees that it shall not, without the prior consent of the Foundation, license or procure any Specialized Third Party Licenses and Services if terms and conditions (including cost) upon which such third party license or service is to be licensed or procured are different in any manner than those that have been approved by the Foundation. Subject to the foregoing, the Foundation shall, in accordance with this Section 3(c) and Section 5(b)(ii) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services.

Services/Project Management

4. Project Managers; Limited Authority of the Project Managers; Recordkeeping; Project Reports; Delivery of Raw Data Sets.

- (a) Project Managers.
- (i) Appointment of the Project Managers; Operating Procedures of the Project Managers. Within a reasonable period of time following the Effective Date, each Party shall appoint a project manager (each, a "Project Manager") to oversee the day-to-day coordination, implementation and conduct of the Project. The Project Managers shall establish their own operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Project Managers); provided, however, the Project Managers shall meet on a bi-weekly basis or at such other frequency as agreed upon by the Project Managers. The Company's Project Manager shall keep the Foundation's Project Manager fully informed as to the status and progress of the conduct of the Project (including the status of the completion time frame of the Project as compared to the estimated completion time frame specified in the Project Description) and such other matters related to the Project as is reasonably requested by the Foundation's Project Manager.
- (ii) Responsibilities of the Project Managers. The Project Managers shall, among other things, (A) oversee the coordination, implementation and conduct of the Project; (B) review the status and progress of the Project; (C) determine if changes are needed to the Project; (D) implement any

approved changes to the Project; (E) review and discuss the Project Deliverables, Project Results and such other matters related to this Agreement and the Services as requested by either of the Parties and (F) facilitate on-going communications between the Parties.

- (b) Limited Authority of the Project Managers. For the avoidance of any doubt, the Parties hereby agree that the Project Managers shall not have any power or authority to make any amendments to this Agreement, including in respect of the Project Description.
- (c) Recordkeeping. The Company shall keep complete and accurate records of all Services performed by it under this Agreement and of all Project Deliverables and Project Results. Such records (including all applicable laboratory notebooks containing data, information or notations relating to the provision of the Services) shall be available at all reasonable times during normal business hours for inspection, examination or copying by or on behalf of the Foundation at the Foundation's expense, or alternatively shall be made available to the Foundation in electronic form. The Company hereby agrees to retain all such records, including all raw data, for a period of not less than two years following the date of any termination of this Agreement. During such two-year period, the Company shall, at the Foundation's request and expense, ship all or part of such records to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of such two-year period, the Company shall appropriately discard or destroy all records that have not been shipped at the direction of the Foundation.
- (d) Project Reports. The Company shall deliver to the Foundation (i) a report on the conduct of the Project within **[_____] days of the end of each calendar month during the conduct of the Project/[promptly following the completion of each Phase of the Project] [SELECT AS APPROPRIATE] [FREQUENCY OF REPORTS TO BE CONFIRMED]** and continuing until the completion of the Project, together with any additional reports specified in the Project Description (collectively, the "Interim Project Reports") and (ii) a final report on the conduct of the Project (the "Final Project Report" and, together with the Interim Project Reports, the "Project Reports") within 30 days following the completion of the Project. Each Project Report delivered in respect of the Project (A) shall be submitted **[in the form of Exhibit [_____] attached hereto or in such other format]/[in the format] [SELECT AS APPROPRIATE]** requested by the Foundation's Project Manager and (B) shall contain such information related to the Project as reasonably requested by the Foundation's Project Manager including (1) a summary of the status and progress of the conduct of the Project (including the status of the time frame for the completion of the Project as compared to the estimated time frame for the completion as specified in the Project Description), (2) material developments and issues relating to the conduct of the Project, (3) the Project Results for the period covered by the Project Report

and (4) such information as is expressly required to be included in the Project Report as specified in the Project Description. The Foundation shall own all Project Reports. The Company shall have no ownership or other interest in any Project Reports.

- (e) Delivery of Raw Data Sets. The Company shall deliver or transmit to the Foundation all of the raw data underlying the Project Results for the Project. Each raw data set delivered or transmitted to the Foundation shall be submitted in such frequency (e.g., daily, weekly, monthly, etc.) and in such format (e.g., electronic transfer, CD, DVD, SAS, Microsoft Excel spreadsheet, etc.) as requested by the Foundation's Project Manager.

Payments

5. Payments Specified in the Payment Schedule; Reimbursement of Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs and Shipping and Insurance Costs; Invoicing; Payment Remittance.

- (a) Payments Specified in the Project Descriptions. The amount and timing of, and conditions precedent for the payment of, each payment to be made by the Foundation to the Company for the conduct of the Project shall be as set forth in the schedule attached to this Agreement as Schedule 1 (the "Payment Schedule"). In full consideration of the Company's performance of the Services and its other obligations under this Agreement in the conduct of the Project, the Foundation shall, subject to the terms and conditions set forth in this Agreement and the Payment Schedule, make payments to the Company in such amounts and at such times as specified in the Payment Schedule.
- (b) Reimbursement of Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs and Shipping and Insurance Costs.
 - (i) Company Provided Reimbursable Materials Costs. In addition to the payments provided for in the Project Description, the Foundation shall, subject to Section 3(b)(i) of this Agreement, reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials (all such costs hereinafter referred to as the "Company Provided Reimbursable Materials Costs").
 - (ii) Specialized Third Party Licenses and Services Costs. In addition to the payments provided for in the Project Description, the Foundation shall, subject to Section 3(c) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services (all such costs hereinafter referred to as the "Specialized Third Party Licenses and Services Costs").

- (iii) Shipping and Insurance Costs. In addition to the payments provided for in the Project Description, the Foundation shall reimburse the Company for (A) the actual costs of carriage, customs duties and insurance incurred by the Company in connection with the delivery of the Project Deliverables for the Project to the Foundation (or such third party specified by the Foundation) and (B) for the actual costs and expenses incurred by the Company in connection with the shipping of the Project Deliverables for the Project to the Foundation (or such third party specified by the Foundation) (all such costs hereinafter referred to as the "Shipping and Insurance Costs").
- (c) Invoicing; Payment Remittance.
 - (i) Invoicing. At any time (A) a payment specified in the Payment Schedule is, subject to the terms and conditions set forth in this Agreement and the Payment Schedule, due and payable, or (B) the Company has incurred a cost which the Foundation is, in accordance with Section 5(b) of this Agreement, required to reimburse the Company, the Company may deliver to the Foundation an invoice for such payment. Each invoice delivered by the Company for any such payment shall (1) reference the "RecID" number set forth in the footer of this Agreement, (2) be issued using the currency specified in the Payment Schedule, (3) be itemized and contain detailed information for the payment being billed under such invoice, (4) include a copy of all relevant third party receipts and/or invoices related to the payment being billed under such invoice, (5) constitute a representation and warranty of the Company that a) each of the conditions precedent for such payment specified in this Agreement and the Payment Schedule have been satisfied and b) the information set forth in such invoice is true and complete and (6) constitute a certification of the Company that as of the date of such invoice a) each of the representations and warranties of the Company set forth in this Agreement are true and correct and b) there is no breach by the Company of any covenant of the Company set forth in this Agreement.
 - (ii) Payment Remittance. Subject to the terms and conditions of this Agreement, each payment to be made by the Foundation under this Agreement shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of the invoice issued by the Company in accordance with this Agreement in respect of such payment. All payments made by the Foundation under this Agreement shall be paid by check in US Dollars and remitted to the Company at the address set forth in Section 13 of this Agreement. Any payment made by the Foundation under this Agreement in respect of an invoice issued by the Company under this Agreement using a currency other than US Dollars shall be converted by the Foundation to US Dollars at the exchange rate

prevailing on or about the date that the Foundation remits such payment to the Company. **[If the Foundation fails to pay any amount due under this Agreement in full by the due date for the payment of such amount, then the Company may, without prejudice to any other right or remedy available to it, charge interest on such overdue amount on a daily basis at a rate equivalent to 8% per annum by providing written notice to the Foundation to such effect within a reasonable period of time following the due date of such late payment.] [TO BE INCLUDED ONLY IF REQUESTED BY CRO]**

Results; Deliverables

6. Ownership of Project Results; Notification and Delivery of Project Results; Ownership of Project Deliverables; Delivery of Project Deliverables; Risk of Loss of Project Deliverables.
- (a) Ownership of Project Results. As between the Foundation and the Company, the Foundation shall own all Project Results. The Company shall have no ownership or other interest in any Project Results. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Results. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Results vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.
 - (b) Notification and Delivery of Project Results; Withdrawal of Project Results.
 - (i) Notification and Delivery of Project Results. The Company shall inform the Foundation of, and deliver, all Project Results to the Foundation within a reasonable period of time following the conception, discovery, invention or production, as the case may be, of each the Project Result through the Project Manager meetings and Project Reports.
 - (ii) Withdrawal of Project Results. If at any time after informing the Foundation of Project Results pursuant to Section 6(b)(i) of this Agreement the Company determines that there is a reasonable scientific basis to conclude that the Project Results are not scientifically valid or accurate, the Company shall promptly so notify the Foundation.
 - (c) Ownership of Project Deliverables; Transfer of Title, Delivery and Transport of Project Deliverables.

- (i) Ownership of Project Deliverables. As between the Foundation and the Company, the Foundation shall own all Project Deliverables. The Company shall have no ownership or other interest in any Project Deliverables. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Deliverables. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Deliverables vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.
- (ii) Delivery of Project Deliverables; Risk of Loss of Project Deliverables. All Project Deliverables shall be shipped to the delivery point specified by the Foundation in writing to the Company. The Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the handling and storage of the Project Deliverable and (B) the preparation for shipment and shipment of the Project Deliverable until the Project Deliverable is delivered by the Company to the delivery point as directed in writing by the Foundation for the Project Deliverable.

Intellectual Property

7. Ownership of Background Intellectual Property; Ownership of Project Intellectual Property; Disclosure of Inventions; Patent Filings; Inventorship; Licenses to Background Intellectual Property.

- (a) Ownership of Background Intellectual Property.
 - (i) Ownership of Company Background Intellectual Property. As between the Foundation and the Company, the Company shall own all Company Background Intellectual Property. Except as expressly set forth in this Agreement, the Foundation shall have no ownership or other interest in any Company Background Intellectual Property.
 - (ii) Ownership of Foundation Background Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Foundation Background Intellectual Property. The Company shall have no ownership or other interest in any Foundation Background Intellectual Property.
- (b) Ownership of Project Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Project Intellectual Property. The Company shall have no ownership or other interest in any Project Intellectual

Property. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Intellectual Property. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Intellectual Property vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.

- (c) Disclosure of Inventions; Patent Filings. If either Party believes any Project Intellectual Property has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services, such Party will promptly give notice of the Project Intellectual Property to the other Party. As between the Parties, the Foundation shall have the exclusive right to file patent applications in respect of any Project Intellectual Property. The Company shall, upon the request and at the expense of the Foundation, use its reasonable efforts to assist the Foundation with any patent application relating to any Project Intellectual Property that has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services.
- (d) Inventorship. The Parties hereby agree that the identity of the inventor of all Project Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).
- (e) Licenses to Background Intellectual Property.
 - (i) License to Foundation Background Intellectual Property. The Foundation hereby grants to the Company a non-exclusive, paid-up, royalty-free license throughout the world, for the sole purpose of performing the Services in the conduct of the Project, to practice all Foundation Background Intellectual Property, including a license under any related Intellectual Property rights (including any patent, patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension of reissue in respect of such patent), (A) that is used or practiced (directly or indirectly) in the conduct of the Project or (B) to the extent necessary to enable the conduct of the Project by the Company, subject to any restrictions or prohibitions applicable to any Foundation Background Intellectual Property set forth in any applicable license agreement, material transfer agreement or other agreement.

- (ii) License to Company Background Intellectual Property. The Company hereby grants to the Foundation and each Foundation Collaborator a non-exclusive, paid-up, irrevocable, perpetual license throughout the world to use the Company Background Intellectual Property, including a license under any related Intellectual Property rights (including any patent, patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension of reissue in respect of any such patent), to the extent necessary to enable the use or practice, as the case may be, of the Project Deliverables, Project Results and Project Intellectual Property by the Foundation and the Foundation Collaborators **[for HD Research and Development]/[in the HD Field of Use]** **[SELECT AS APPROPRIATE]**. For the avoidance of doubt, the use of any Company Background Intellectual Property pursuant to this Section 7(e)(ii) shall be solely **[for HD Research and Development]/[in the HD Field of Use]** **[SELECT AS APPROPRIATE]** and for no other purpose.

Confidentiality; Trademarks

8. Confidentiality and Non-Use; Use by Representatives; Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information; Exceptions to Confidentiality and Non-Use.

(a) Confidentiality and Non-Use; Use by Representatives.

- (i) Confidentiality and Non-Use. Each Receiving Party shall treat the Confidential Information of the Disclosing Party in the same manner, and with the same level of care (but, in no event, less than a reasonable level of care), as the Receiving Party would treat its own confidential or proprietary information. Without limiting the generality of the foregoing, and except to the extent expressly permitted by the terms and conditions of this Agreement, no Receiving Party shall, without the prior written consent of the Disclosing Party, (A) disclose, reveal, report, publish or give the Confidential Information of the Disclosing Party to any third party or (B) use the Confidential Information of the Disclosing Party for any purpose.
- (ii) Use by Representatives. Except as expressly permitted by the terms and conditions of this Agreement, each Receiving Party hereby agrees to limit disclosure of the Disclosing Party's Confidential Information to (A) those of its affiliates, directors, officers, employees, representatives, consultants, agents, service providers (including, in the case of the Company, Subcontractors) and advisors (including scientific advisors, legal counsel, etc.) and (B) in the case of the Foundation only, the Foundation Collaborators (collectively, "representatives") who (1) have a need to know such Confidential Information to enable such Receiving Party to perform its obligations, or exercise its rights, under this Agreement, (2)

have entered into a written agreement which requires such representatives to maintain similar, but no less burdensome, obligations of confidentiality and non-use to those contained in this Agreement and (3) have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. Each Receiving Party hereby further agrees (x) to direct its representatives not to disclose the Confidential Information of the Disclosing Party to any person or entity, except as expressly permitted under this Agreement and (y) that it shall be responsible for any breach by its representatives of the obligations under this Agreement relating to Confidential Information of the Disclosing Party.

- (b) Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information.
- (i) Certain Information Deemed Confidential Information. The Company hereby agrees that the terms and conditions of this Agreement and all Foundation Provided Material Information, Project Information, Project Intellectual Property, Project Reports and Project Results shall be deemed Confidential Information of the Foundation and treated as Confidential Information by the Company in accordance with the terms of this Section 8. **[DISCUSS AND REVISE AS NECESSARY]**
- (ii) Certain Information Specifically Excepted from Being Deemed Confidential Information. For the avoidance of any doubt, the Parties hereby acknowledge and agree that any information deemed to be Confidential Information pursuant to Section 8(b)(i) of this Agreement shall not constitute Confidential Information under this Agreement if, in accordance with Section 1(f) of this Agreement, such information constitutes information which is specifically excepted from being Confidential Information; provided, however, the Company hereby acknowledges and agrees that the information deemed to be Confidential Information pursuant to Section 8(b)(i) of this Agreement shall not be specifically excepted from being Confidential Information pursuant to clause (1) of the last sentence of Section 1(f) of this Agreement.
- (c) Exceptions to Confidentiality and Non-Use. Each Receiving Party may, without the prior written authorization of the Disclosing Party, disclose the Confidential Information of the Disclosing Party to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order; provided, that, such Receiving Party provides the Disclosing Party with sufficient prior notice, and cooperates with the Disclosing Party (at such Disclosing Party's cost and expense), to allow the Disclosing Party to contest such request, requirement or order. In addition, the Company may disclose (i) the existence of this Agreement; (ii) a general summary of the Services being provided under this Agreement; (iii) the aggregate

dollar amount of fees to be paid by the Foundation under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.

9. Use of Trademarks. No Party shall use the name, trademarks, logos, physical likeness or other symbol of the other Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written authorization of the other Party, except that either Party may make reference to the Foundation's funding of the Services, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described.

Representations, Warranties and Covenants

10. Representations, Warranties and Covenants. The Company represents and warrants and agrees to each of the following:
- (a) Conduct of the Services; Compliance with Law. The Services will be performed using generally accepted industry standards and practices. The Services will be performed in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.
 - (b) Audit; Access. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Company's compliance with this Agreement and (ii) the Company will provide the Foundation and its representatives with reasonable access to the facilities used in the performance of the Services, data and personnel in order to assess the status and progress of the Services being performed by the Company.
 - (c) Services Team. The Services shall only be performed by individuals who have agreed to assign any ownership or other rights (and waive any moral rights) they may acquire in any (i) Project Results produced or (ii) Project Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Services under this Agreement to the Company, so that the Company may perform its obligations under this Agreement. The Company shall directly assign or shall cause any such individual to assign any such (A) Project Results produced or (B) Project Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Services under this Agreement to the Foundation.
 - (d) Consents, Permits and Approvals. The Company has obtained all, and will obtain all future, consents, permits and other approvals necessary for the Company to (i) enter into this Agreement and (ii) perform its obligations and convey the rights granted by the Company under this Agreement.

- (e) Conflicting Obligations. The Company has not granted any right or entered into any agreement or understanding that conflicts with the Company's obligations or the Foundation's rights under this Agreement. The Company will not grant any right and will not enter into any agreement or understanding that conflicts with the Company's obligations or the Foundation's rights under this Agreement.
- (f) Intellectual Property.
 - (i) General. The Company owns or has the right to use pursuant to a valid and enforceable, written license, sublicense, agreement or other permission, all Intellectual Property necessary to perform the Services and the other obligations of the Company under this Agreement, including the right to grant the licenses in Section 7(e)(ii) of this Agreement.
 - (ii) Third Party Intellectual Property. The Company's performance of the Services will not infringe upon, violate or misappropriate any Intellectual Property rights of any third party. Except as expressly set forth and described in the Project Description for the Project, without the prior written consent of the Foundation, the Company shall not use or practice any Intellectual Property (i) that is known by the Company to be owned by a third party or (ii) which is licensed to the Company (or otherwise subject to restrictions on use known to the Company) in the performance of the Services in the conduct of the Project, if the use or practice of such third party Intellectual Property would be required in order for the Foundation or a Foundation Collaborator (A) to use or practice, as the case may be, the Project Deliverables, Project Results and Project Intellectual Property or (B) to exercise the rights granted by the Company under Section 7(e)(ii) of this Agreement.
- (g) Further Assurances. The Company shall (i) execute such further documents, instruments and assurances and (ii) take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Term; Termination; Effect of Termination

- 11. Term; Termination of Certain Provisions by the Foundation; Termination of Certain Provisions by the Company; Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.
 - (a) Term. The term of this Agreement shall commence on the date hereof and shall continue in effect until terminated in accordance with the terms hereof or by the mutual written agreement of the Parties. **[ALTERNATIVE TERM SECTION: SPECIFIED TERM] [Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue for a period of [____] years unless earlier terminated in accordance with the terms hereof or by the**

mutual written agreement of the Parties. [Unless either Party provides written notice to the other Party at least [____] days prior to expiration of the Term (or any extension period thereof), the Term (or extension thereof) will automatically extend for a period of [____] year.] [INCLUDE EVERGREEN PROVISION AS APPLICABLE]]

- (b) Termination of Certain Provisions by the Foundation.
- (i) Termination with Notice. The Foundation may elect to immediately terminate each of the sections specified in Section 11(d)(i) of this Agreement and discontinue the Company's performance of the Services in the conduct of the Project by giving written notice to such effect to the Company.
 - (ii) Termination Upon the Occurrence of Certain Events. The Foundation may, by giving notice to the Company, elect to terminate each of the sections specified in Section 11(d)(i) of this Agreement and discontinue the Company's performance of the Services in the conduct of the Project upon the occurrence and continuation of any of the following events:
 - (A) Breach of this Agreement. If the Company (1) breaches any material representation, warranty or covenant given by it under this Agreement or (2) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Company of notice of such breach or default from the Foundation.
 - (B) Bankruptcy Event. The Company becomes subject to a Bankruptcy Event.
- (c) Termination of Certain Provisions by the Company. The Company may, by giving notice to the Foundation, elect to terminate each of the provisions specified in Section 11(d)(i) of this Agreement and discontinue the Company's performance of the Services in the conduct of the Project upon the occurrence and continuation of any of the following events:
- (i) Breach of this Agreement. If the Foundation (A) breaches any material representation, warranty or covenant given by it under this Agreement or (B) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Foundation of notice of such breach or default from the Company.
 - (ii) Bankruptcy Event. The Foundation becomes subject to a Bankruptcy Event.

- (d) Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.
- (i) Termination of Specified Provisions; Survival of Remaining Provisions. Immediately upon (A) the mutual agreement of the Parties to terminate this Agreement, (B) any election by the Foundation pursuant to Section 11(b) of this Agreement or (C) any election by the Company pursuant to Section 11(c) of this Agreement, each of Section 2(a), Section 2(b), Section 3(a)(i), Section 3(b)(i), Section 3(c), Section 4(a), Section 4(b), Section 5 and Section 23 shall (1) immediately terminate and (2) subject to Section 11(d)(ii) of this Agreement, have no further force or effect. The Parties hereby acknowledge and agree that in the event of the termination of the provisions specified in this Section 11(d)(i), all other sections and provisions of this Agreement shall survive indefinitely and remain in full force and effect.
- (ii) Effect of Termination of Certain Provisions.
- (A) Cessation of the Services. Immediately upon the termination of the provisions specified in Section 11(d)(i) of this Agreement, the Company will immediately cease the performance of the Services in the conduct of the Project.
- (B) Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Project. Immediately upon the termination of the provisions specified in Section 11(d)(i) of this Agreement, the Company will deliver all Project Deliverables and Project Results and a Final Project Report for the Project for the period beginning on the Effective Date through the date of the termination of the provisions specified in Section 11(d)(i) of this Agreement. The Company will, upon the written request of the Foundation, use commercially reasonable efforts to facilitate the continuance of the Project elsewhere.
- (C) Foundation's Payment Obligation Upon Termination. The Parties hereby acknowledge and agree that, upon the termination of the provisions specified in this Section 11(d)(i), the Foundation shall, unless the basis for the Foundation's election to terminate this Agreement is due to (1) a breach of this Agreement by the Company or (2) a failure by the Company to complete the Project (or Phase thereof) within the time frame specified in the Project Description, only be responsible to make a payment in respect of the Project in an amount equal to a pro rata portion of the total amount that would have been due and payable by the Foundation for the Project had the Project been completed (calculated in accordance with Section 5 of this Agreement), based upon that

portion of the Services actually performed and completed by the Company in respect of the Project through the date of the termination of the provisions specified in this Section 11(d)(i). Such pro rata payment amount shall be calculated based upon the actual costs incurred by the Company in providing that portion of the Services actually performed and completed in the conduct of such Project through the date of termination, up to an amount not to exceed the sum of the amounts set forth in the Payment Schedule to be paid by the Foundation in respect of the conduct of each Phase of the Project which the Foundation has consented to the conduct of by the Company pursuant to Section 2(b) of this Agreement. **[NOTE: THIS PROVISION MUST BE MODIFIED IF THE PAYMENT STRUCTURE FOR THE PROJECT IS NOT BASED UPON A PAYMENT SCHEDULE.]**

- (D) Liabilities and Obligations Accrued Prior to Termination. The Parties hereby acknowledge and agree that the termination of the provisions specified in Section 11(d)(i) of this Agreement shall not (1) relieve any Party then in breach of this Agreement for any liabilities to the other Party in respect of any breach under this Agreement or (2) relieve either Party from any of the obligations such Party may have under this Agreement to the extent such obligations accrued prior to the date of such termination or (3) relieve either Party from any of the obligations such Party may have under any of the sections or provisions of this Agreement that expressly survive any such termination.

Miscellaneous

12. Independent Contractor. The Company is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other Party nor shall it represent that it has any authority to make commitments on the other Party's behalf.
13. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, US mail with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by US mail, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the following addresses (or to such other address as may be designated by a notice given in accordance with the provisions of this Section 13):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu, Chief Administrative Officer
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

If to the Company to:

[_____] **[PLEASE PROVIDE CONTACT INFORMATION]**

[_____]

[_____]

Attention: [_____]

Fax: [_____]

14. Indemnity; Limitation on Damages.

- (a) Indemnification by the Foundation. The Foundation shall defend and indemnify the Company and its affiliates, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Company Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Company Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Foundation's negligence or willful misconduct; (ii) the Foundation's breach of this Agreement; or (iii) the Company's use, or alleged use, in the performance of the Services in the conduct of the Project of any Foundation Background Intellectual Property, Foundation Provided Materials or Foundation Provided Material Information licensed or provided by the Foundation to the Company for the purpose of performing the Services in the conduct of the Project (but only to the extent such claim does not result from, or arise out of, an action for which the Company is obligated to indemnify the Foundation pursuant to Section 14(b) of this Agreement). For clarity, the Parties hereby agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that

both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.

- (b) Indemnification by the Company. The Company shall defend and indemnify the Foundation, the Foundation Collaborators and their respective affiliates, members, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Foundation Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Foundation Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Company's negligence or willful misconduct; (ii) the Company's breach of this Agreement; or (iii) the activities of the Company in the course of the Company's performance of the Services in the conduct of the Project, including activities which infringe upon, violate or misappropriate, or are alleged to infringe upon, violate or misappropriate, the Intellectual Property rights of a third party (but only to the extent such claim does not result from, or arise out of, an action for which the Foundation is obligated to indemnify the Company pursuant to Section 14(a) of this Agreement). For clarity, the Parties hereby agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.
- (c) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) A BREACH OF SECTION 8 OF THIS AGREEMENT; (II) DEATH OR PERSONAL INJURY; OR (III) FRAUD.
- (d) Indemnity Amounts. The Parties hereby agree that any amounts owing pursuant to a Party's express indemnity obligations under this Agreement shall not be subject to the limitation on damages restrictions set forth in Section 14(c) of this Agreement.
15. Alternative Dispute Resolution. If a dispute arises out of or relates to this Agreement, or breach thereof, the Parties agree first to try in good faith to settle such dispute, failing which such dispute shall be settled by a single arbitrator in an arbitration in **[New York, NY administered by JAMS under its Comprehensive Arbitration Rules and Procedures]/[London, the United Kingdom, administered by JAMS under its International Arbitration Rules] [SELECT AS APPROPRIATE]**. The Parties shall

instruct the arbitrator that the prevailing party of any dispute (as determined by the arbitrator) shall be awarded the reasonable attorneys' fees, costs and other expenses incurred by the prevailing party in the course of the arbitration of such dispute. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.

16. Assignment. The Company may not assign this Agreement without the prior written consent of the Foundation, except to an entity (a) that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) and (b) who agrees, in writing, to assume the Company's obligations under this Agreement. The Company hereby agrees that any entity that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) shall (i) acquire the Company's interest in the Company Background Intellectual Property and (ii) agree, in writing, to assume the Company's obligations under this Agreement. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
17. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement or any notice, invoice or other document delivered by a Party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Services and all prior understandings and agreements relating to the Services are superseded hereby. This Agreement may not be amended except by a document signed by the each of the Parties.
18. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
20. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement

in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
22. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
23. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Services Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

COMPANY:

[_____] **[INSERT FULL LEGAL
NAME OF COMPANY]**

By: _____
Name:
Title:

Appendix A to Services Agreement

(Project Description)

Schedule 1 to Services Agreement

(Payment Schedule)

Appendix A to Services Agreement

(Project Description)

[____] [INSERT TITLE OF PROJECT, IF APPLICABLE]

General

The goal of the Project is to [____] [INSERT GENERAL STATEMENT OF PROJECT GOAL]. The Project shall be conducted in [____] [INSERT NUMBER OF PHASES OF PROJECT] distinct phases (each, a "Phase") as more fully described below. A detailed description of the specific activities to be conducted by the Company during each Phase is set forth below.

Background

[____] [INSERT BACKGROUND INFORMATION RELATING TO THE PROJECT TO THE EXTENT NECESSARY TO PROVIDE AN APPROPRIATE DESCRIPTION OF THE PROJECT. DELETE THIS SECTION IF NO BACKGROUND DISCUSSION IS NECESSARY.]

Special Third Party Licenses and Services

[____] [INSERT DESCRIPTION AND ESTIMATED COST OF ANY SPECIAL THIRD PARTY LICENSES AND SERVICES TO BE REQUIRED BY COMPANY TO CONDUCT THE PROJECT. SPECIFY WHICH PHASE OF THE PROJECT THE SPECIAL THIRD PARTY LICENSES AND SERVICES WILL BE UTILIZED.]/[None.] [INSERT NONE IF NO SPECIAL THIRD PARTY LICENSES AND SERVICES ARE TO BE REQUIRED BY THE COMPANY TO CONDUCT THE PROJECT.]

Description of Services to be Performed

Phase 1 – [____] [INSERT TITLE OF PHASE 1]

Estimated Time Frame

The estimated time necessary to conduct the activities to be conducted by the Company during Phase 1 is [____] following the date this Supplement is adopted by the Parties.

Description of Phase Activities

[____] [INSERT REASONABLY DETAILED DESCRIPTION OF ACTIVITIES TO BE CONDUCTED IN PHASE 1. IF ANY ACTIVITIES ARE TO BE SUBCONTRACTED PLEASE PROVIDE NECESSARY DETAIL.]

Project Deliverables

The Company shall deliver a Project Report to the Foundation in respect of Phase 1 setting forth the Project Results of Phase 1 including the following information: (a) [____]; (b) [____]; and (c) [____]. **[MODIFY AS APPROPRIATE. IF THERE ARE ANY SPECIAL PROJECT REPORT REQUIREMENTS OR RAW DATA DELIVERY REQUIREMENTS PLEASE PROVIDE DETAIL (INCLUDING, IF NECESSARY, A TEMPLATE FOR THE FORM OF REPORT TO BE DELVIERED).]**

[____] **[LIST ANY SPECIFIC RESEARCH MATERIALS (EG, MICE, CELL LINES, STEM CELLS, REAGENTS, COMPOUNDS, ETC. THAT THE COMPANY IS TO DELIVER TO THE FOUNDATION)]**

Phase 2 – [____] [INSERT TITLE OF PHASE 2]

Phase 2 shall be initiated by the Company promptly following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 2.

Estimated Time Frame

The estimated time for the completion of Phase 2 is [____] following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 2.

Description of Phase Activities

[____] **[INSERT REASONABLY DETAILED DESCRIPTION OF ACTIVITIES TO BE CONDUCTED IN PHASE 2. IF ANY ACTIVITIES ARE TO BE SUBCONTRACTED PLEASE PROVIDE NECESSARY DETAIL.]**

Project Deliverables

The Company shall deliver a Project Report to the Foundation in respect of Phase 2 setting forth the Project Results of Phase 2 including the following information: (a) [____]; (b) [____]; and (c) [____]. **[MODIFY AS APPROPRIATE. IF THERE ARE ANY SPECIAL PROJECT REPORT REQUIREMENTS OR RAW DATA DELIVERY REQUIREMENTS PLEASE PROVIDE DETAIL (INCLUDING, IF NECESSARY, A TEMPLATE FOR THE FORM OF REPORT TO BE DELVIERED).]**

[____] **[LIST ANY SPECIFIC RESEARCH MATERIALS (EG, MICE, CELL LINES, STEM CELLS, REAGENTS, COMPOUNDS, ETC. THAT THE COMPANY IS TO DELIVER TO THE FOUNDATION)]**

Phase 3 – [____] [INSERT TITLE OF PHASE 3]

Phase 3 shall be initiated by the Company promptly following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 3.

Estimated Time Frame

The estimated time for the completion of Phase 3 is [____] following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 3.

Description of Phase Activities

[_____] **[INSERT REASONABLY DETAILED DESCRIPTION OF ACTIVITIES TO BE CONDUCTED IN PHASE 3. IF ANY ACTIVITIES ARE TO BE SUBCONTRACTED PLEASE PROVIDE NECESSARY DETAIL.]**

Project Deliverables

The Company shall deliver a Project Report to the Foundation in respect of Phase 3 setting forth the Project Results of Phase 3 including the following information: (a) [____]; (b) [____]; and (c) [_____]. **[MODIFY AS APPROPRIATE. IF THERE ARE ANY SPECIAL PROJECT REPORT REQUIREMENTS OR RAW DATA DELIVERY REQUIREMENTS PLEASE PROVIDE DETAIL (INCLUDING, IF NECESSARY, A TEMPLATE FOR THE FORM OF REPORT TO BE DELVIERED).]**

[_____] **[LIST ANY SPECIFIC RESEARCH MATERIALS (EG, MICE, CELL LINES, STEM CELLS, REAGENTS, COMPOUNDS, ETC. THAT THE COMPANY IS TO DELIVER TO THE FOUNDATION)]**

Schedule 1 to Services Agreement

(Payment Schedule)

Payment Number	Payment Amount	Condition(s) of Payment
Payment 1	US\$[_____]	<p>The completion of Phase 1 of the Project to the reasonable satisfaction of the Foundation.</p> <p>Submission of a Project Report in respect of Phase 1 of the Project reasonably acceptable to the Foundation.</p> <p>The Company is not in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.</p>
Payment 2	US\$[_____]	<p>The Foundation has, in accordance with [Section 2(b)] [CONFIRM SECTION CROSS REFERENCE] of this Agreement, consented to the initiation of Phase 2 of the Project by the Company.</p> <p>Submission of a Project Report in respect of Phase 2 of the Project reasonably acceptable to the Foundation.</p> <p>Delivery of each Project Deliverable in respect of Phase 2 of the Project reasonably acceptable to the Foundation.</p> <p>The Company is not in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.</p>
Payment 3	US\$[_____]	<p>The Foundation has, in accordance with [Section 2(b)] [CONFIRM SECTION CROSS REFERENCE] of this Agreement, consented to the initiation of Phase 3 of the Project by the Company.</p> <p>Submission of a Project Report in respect of Phase 3 of the Project reasonably acceptable to the Foundation.</p> <p>Delivery of each Project Deliverable in respect of Phase 3 of the Project reasonably acceptable to the Foundation.</p> <p>The Company is not in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.</p>
Total	US\$[_____]	

SERVICES AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

SERVICES AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). The Company and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Foundation's mission is to rapidly discover and develop drugs that delay or slow the progression of Huntington's disease.

The Company has certain expertise in [____].

The Foundation desires to engage the Company to conduct certain activities relating to [____] and the Company is prepared to conduct such activities.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Definitions

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

(a) "Bankruptcy Event" means the (i) making of a general assignment for the benefit of creditors by an entity; (ii) filing of any petition by an entity, or the commencement of any proceeding voluntarily by an entity, for any relief under any bankruptcy or insolvency laws or any law relating to the relief of debtors; (iii) consent by an entity to the entry of an order in an involuntary bankruptcy or insolvency case; (iv) entry of an order or decree for relief against an entity by a court of competent jurisdiction in an involuntary case under any bankruptcy or insolvency laws or any law relating to the relief of debtors, which order or decree is unstayed and in effect for a period of 60 consecutive days; (v) appointment, with or without the consent of an entity, of any receiver, liquidator, custodian, assignee, trustee, sequestrator or other similar official of an entity or any substantial part of its property; or (vi) admission by an entity in writing of its inability to pay its debts generally as they become due.

(b) "Company Background Intellectual Property" means (i) all Intellectual Property (A) owned or licensed by the Company as of the Effective Date or (B) acquired or licensed by the Company from a third party (other than the Foundation) after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company on or after the

Effective Date other than in the course of the Company's performance of the Services in the conduct of the Projects; and (iii) all improvements, variations, modifications or enhancements of the Intellectual Property described in (i) and (ii) above conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company after the Effective Date that does not constitute Foundation Background Intellectual Property (including any such improvements, variations, modifications or enhancements conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company in the course of the Company's performance of the Services in the conduct of the Projects).

- (c) "Company Provided Materials" means, with respect to each Project, any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) and the physical samples of Compounds, reagents, cell lines and other materials acquired by the Company from a third party to enable the Company to perform the Services in the conduct of such Project.
- (d) "Company Provided Reimbursable Materials" means, with respect to each Project, those Company Provided Materials specified in the Project Description for such Project as a Company Provided Reimbursable Material for such Project for which the Foundation is required, subject to Section 6(b)(i) of this Agreement, to reimburse the Company.
- (e) "Compound" means a discrete chemical or biological entity.
- (f) "Confidential Information" means all information of whatsoever type or kind (i) provided (either directly or indirectly in writing or other tangible form or orally) by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly marked and identified as "Confidential" by the Disclosing Party at the time of disclosure or (ii) specifically deemed to be "Confidential Information" pursuant to Section 9(b)(i) of this Agreement. Any information communicated orally by the Disclosing Party shall be considered "Confidential Information" only if (A) such information is promptly reduced to writing by the Disclosing Party and (B) such written record is clearly marked and identified as "Confidential" and provided to the Receiving Party within 30 days after the initial disclosure of such information. Specifically excepted from Confidential Information is all information that the Receiving Party can demonstrate by written records (1) to have been known by, or in the possession of, the Receiving Party prior to the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (2) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become known to the Receiving Party through a third party who is not known by the Receiving Party to be under any obligation of confidentiality to the Disclosing Party; (3) to have been part of the public domain or publicly known at the time of the Disclosing Party's disclosure of such

Confidential Information to the Receiving Party; (4) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become part of the public domain or publicly known, by Publication or otherwise, not due to any unauthorized act or omission by the Receiving Party; or (5) to have been independently developed by the Receiving Party without reference to, or reliance upon, such Confidential Information.

- (g) "Foundation Background Intellectual Property" means (i) all Intellectual Property (including Intellectual Property relating to any Foundation Provided Materials) (A) owned or licensed by the Foundation as of the Effective Date or (B) acquired or licensed by the Foundation from a third party (other than the Company) after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Foundation after the Effective Date (other than in the course of the Company's performance of the Services in the conduct of the Projects); and (iii) all improvements, variations, modifications or enhancements of the Intellectual Property described in (i) and (ii) above conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Foundation after the Effective Date (including any such improvements, variations, modifications or enhancements conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company in the course of the Company's performance of the Services in the conduct of the Projects).
- (h) "Foundation Collaborators" means those (i) third parties to whom the Foundation grants the right to use all or part of the Project Deliverables, Project Intellectual Property or Project Results for **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]**, including any entity collaborating with the Foundation **[in the conduct of HD Research and Development]/[in the conduct of activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and/or fee for service laboratories or repositories providing services to the Foundation in the furtherance of the Foundation's conduct of **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and (ii) fee for service laboratories providing services on behalf of any such third party described in (i) above.
- (i) "Foundation Provided Materials" means, with respect to each Project, (i) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Services in the conduct of such Project and (ii) the physical samples of cell lines, Compounds, reagents and other materials to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Services in the conduct of such Project, in each case as specified in the Project Description for such Project.

- (j) "Foundation Provided Material Information" means all information relating to a Foundation Provided Material that is provided to the Company by, or on behalf of, the Foundation.
- (k) [**"HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.]/["HD Field of Use" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease, including the manufacture or distribution of any such product or service for sale and the sale of any such product or service.] [SELECT AS APPROPRIATE]**
- (l) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection.
- (m) "Phase" means, with respect to each Project, the meaning ascribed to such term in the Project Description for such Project.
- (n) "Project" means each program of Services to be performed by the Company as described in the Project Description attached to this Agreement as a supplement to Appendix A, which Project Description has, in accordance with Section 2(b) of this Agreement, been attached to, and become a part of, this Agreement.
- (o) "Project Deliverable" means, with respect to each Project, (i) each Project Reports (as defined in Section 5(e) of this Agreement) and (ii) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny), product (e.g., cell line, Compound or reagent) or other item or material, in each case produced by the Company in the course of the performance of the Services in the conduct of such Project.
- (p) "Project Description" means, with respect to each Project, the written document attached to this Agreement as a supplement to Appendix A in accordance with Section 2(b) of this Agreement.

- (q) "Project Information" means, with respect to each Project, all information set forth in the Project Description for such Project (including all information relating to the Company Provided Materials and Foundation Provided Material Information).
- (r) "Project Intellectual Property" means, with respect to each Project, any Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the Company's performance of the Services in the conduct of such Project.
- (s) "Project Results" means, with respect to each Project, any data, formulae, outcomes or other results produced in the course of the Company's performance of the Services in the conduct of such Project.
- (t) "Services" means, with respect to each Project, the activities undertaken by the Company to conduct and complete such Project.
- (u) "Specialized Third Party Licenses and Services" means, with respect to each Project, those specialized (i) third party licenses which are necessary for the Company to possess and use a unique technology, methodology, process, reagent, cell line, Compound or other material to perform the Services in the conduct of such Project or (ii) services to be performed by a third party which are necessary to enable the Company to perform the Services in the conduct of such Project, in each case as specified in the Project Description for such Project.

Projects; Services

- 2. Proposed Project Descriptions; Adoption of Proposed Projects by the Parties; Ownership of Project Information; Limited Use of Project Information.
 - (a) Proposed Project Descriptions. The Project Managers (as defined in and Section 5(a)(i) of this Agreement) shall be responsible for developing a proposed project description in respect of each proposed project. Each proposed project description developed by the Project Managers shall include the following information: (i) a reasonably detailed description of the specific Services to performed by the Company in the conduct of such proposed project; (ii) an estimated time frame for the completion of the conduct of such proposed project; (iii) the structure, amount and timing of, and conditions for, the payments to be made by the Foundation in the conduct of such proposed project; (iv) to the extent applicable, a list of the Company Provided Reimbursable Materials to be provided by the Company for use in the conduct of such proposed project (including the amount and estimated cost of each such material); (v) to the extent applicable, a list of the Foundation Provided Materials to be provided by the Foundation for use in the conduct of such proposed project; (vii) to the extent applicable, a list of the Specialized Third Party Licenses and Services to be licensed or procured by the Company for use in the conduct of such proposed project (including a description and estimated cost

of each such license or service); (vii) a list of the Project Deliverables to be delivered by the Company to the Foundation as part of the conduct of such proposed project; and (viii) such other information as may be necessary to appropriately describe the Services to be performed by the Company in the conduct of such proposed project.

(b) Adoption of Proposed Projects by the Parties. The Parties hereby agree that each proposed project and the proposed project description for such proposed project developed by the Project Managers shall only be deemed a Project and Project Description under this Agreement upon the execution of a supplement to this Agreement executed by an authorized representative of each of the Parties. Upon the execution of such a supplement to this Agreement for such proposed project and the proposed project description for such proposed project, the Parties hereby agree that (i) such proposed project description shall be deemed (A) to have been attached to, and become a part of, this Agreement and (B) a Project Description for all purposes of this Agreement and (ii) such proposed project shall be deemed a Project for all purposes of this Agreement.

(c) Ownership of Project Information; Limited Use of Project Information. As between the Foundation and the Company, the Company hereby agrees that (i) all Project Information shall be owned by the Foundation and (ii) the Company shall have no ownership or other interest in any Project Information. The Company hereby agrees that the Project Information shall be used by the Company for the sole purpose of performing the Services under this Agreement and for no other purpose.

3. Performance of the Services; Limited Right to Subcontract Services; Authority to Conduct each Phase of a Project; Cancellation of Services; Cancellation For Cause; Cancellation Without Cause; Effect of the Cancellation of Services; Payment Obligation for Cancelled Services; Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Cancelled Services; Payment Obligation for Cancelled the Services.

(a) Performance of the Services; Limited Right to Subcontract Services.

(i) Performance of the Services. The Company hereby agrees to devote such resources (including all necessary personnel, equipment, tools, Company Provided Materials and supplies) and effort as is necessary to (A) perform the Services in the conduct of each Project in accordance with (1) this Agreement and (2) the Project Description for such Project; and (B) complete each Project (and each Phase thereof) within the time frame, or at the cost, specified in the Project Description for such Project. With respect to each Project, if at any time the Company makes a good faith determination that, (A) such Project cannot be conducted substantially in accordance with (1) this Agreement and (2) the Project Description for

such Project; (B) such Project (or any Phase thereof) cannot be completed within the time frame set forth in the Project Description for such Project; or (C) the continued conduct of such Project in accordance with (1) this Agreement and (2) the Project Description for such Project is unlikely to yield scientifically valid or useful results, the Company shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.

- (ii) Limited Right to Subcontract Services. With respect to each Project, the Parties hereby acknowledge and agree that the Company may (A) subcontract those activities which are expressly identified in the Project Description for such Project as activities to be sub-contracted and (B) subcontract such designated activities to the third party set forth in the Project Description for such Project (each such third party hereinafter referred to as a "Subcontractor"). The Company hereby agrees that (1) each Subcontractor shall agree in writing to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement as if such Subcontractor were a party hereto and (2) the Company shall cause each Subcontractor to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement. The Company hereby further agrees that the Company shall be solely responsible and liable for the activities conducted by each Subcontractor as if such activities were conducted by the Company.
- (iii) **[Experimental Nature of the Services. [The Foundation hereby acknowledges and agrees that the Services are experimental in nature and that the Company does not guarantee that (A) the objectives of the Projects will be realized or achieved or (B) the performance of the Services in the conduct of the Projects will yield scientifically valid or useful deliverables, intellectual property or results.] [TO BE INCLUDED ONLY IF REQUESTED BY CRO]**
- (b) Authority to Conduct each Phase of a Project. With respect to each Project, the Company hereby agrees that the Company shall not proceed to perform the Services in the conduct of any Phase of such Project without the prior written consent of the Foundation's Project Manager of this Agreement). The Parties hereby acknowledge and agree that the adoption of a Project in accordance with Section 2(b) of this Agreement shall constitute the written consent of the Foundation for the Company to perform the Services in the conduct of the initial Phase of such Project (but not any subsequent Phase of such Project).
- (c) Cancellation of the Services; Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Cancelled Services; Payment Obligation for the Cancelled Services.

- (i) Cancellation of the Services. With respect to any Project, the Foundation may, for any reason, cancel all or part of any Services to be performed by the Company in the conduct of such Project at any time prior to the completion of such Services (up until the date of the delivery and acceptance by the Foundation of a Final Project Report for such Project) by sending a written notice (each, a "Services Cancellation Notice") to the Company to such effect identifying the Project for which the Services are to be cancelled. Upon the receipt of a Services Cancellation Notice, the Company shall promptly cease the performance of cancelled Services in the conduct of such Project (the date of the receipt of such Services Cancellation Notice by the Company shall hereinafter be referred to as the "Services Cancellation Date" for the Services cancelled by the Foundation pursuant to such Services Cancellation Notice).

- (ii) Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Cancelled Services. With respect to any Project for which all or part of any Services to be performed by the Company in respect of such Project are cancelled by the Foundation pursuant to Section 3(c)(i) of this Agreement, the Company will, within 30 days of the Services Cancellation Date for such cancelled Services, deliver all Project Deliverables and Project Results and a Final Project Report (as defined in Section 5(e) of this Agreement) for such Project for the period beginning on the date of the initiation of such Project through the Services Cancellation Date for such cancelled Services. With respect to any Project for which the Foundation cancels all or part of the Services to be performed by the Company in the conduct of such Project, the Company will, upon the written request of the Foundation, use commercially reasonable efforts to facilitate the continuance of such cancelled Services elsewhere.

- (iii) Payment Obligation for the Cancelled Services. With respect to any Project for which all or part of any Services to be performed by the Company in respect of such Project are cancelled by the Foundation pursuant to Section 3(c)(i) of this Agreement, the Parties hereby acknowledge and agree that the Foundation shall, unless the basis for the Foundation's election to cancel such Services is due to (A) a breach of this Agreement by the Company or (B) a failure by the Company to complete such Project (or Phase thereof) within the time frame specified in the Project Description for such Project, only be responsible to make a payment in respect of such Project in an amount equal to a pro rata portion of the total amount that would have been due and payable by the Foundation for such Project had such Project been completed (calculated in accordance with Section 6 of this Agreement and the Project Description for such Project), based upon that portion of the Services actually performed and completed by the Company in respect of such

Project through the applicable Services Cancellation Date. Such pro rata payment amount shall be calculated based upon the actual costs incurred by the Company in providing that portion of the Services actually performed and completed in the conduct of such Project through the applicable Services Cancellation Date, up to an amount not to exceed the sum of the amounts set forth in the Project Description for such Project to be paid by the Foundation in respect of the conduct of each Phase of such Project which the Foundation has consented to the conduct of by the Company pursuant to Section 3(b) of this Agreement.

- (d) **[ALTERNATIVE CANCELLATION SECTION]** Cancellation of Services; Cancellation For Cause; Cancellation Without Cause; Effect of the Cancellation of Services; Payment Obligation for the Cancelled Services; Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Cancelled Services.
- (i) Cancellation of Services; Cancellation For Cause; Cancellation Without Cause.
- (A) Cancellation by the Foundation. With respect to any Project, the Foundation may, for any reason, cancel all or any part of the Services to be performed by the Company in the conduct of such Project at any time prior to the completion of such Services (up until the date of the delivery and acceptance by the Foundation of a Final Project Report for such Project) by sending written notice (each, a "Services Cancellation Notice") to the Company to such effect. Each Services Cancellation Notice shall (1) identify the Project for which the Services are to be cancelled; (2) if the basis for the Foundation's election to cancel such Services is due to a failure by the Company to complete such Project (or Phase thereof) within the time frame specified in the Project Description for such Project, specify the length of amount of time that has elapsed beyond the time frame specified in the Project Description for the completion of such Project; and (3) if the basis for the Foundation's election to cancel such Services is due to a breach of this Agreement by the Company, specify in reasonable detail the nature of such breach.
- (B) Cancellation For Cause; Cancellation Without Cause.
- (1) Cancellation For Cause. For purposes of this Agreement, the cancellation of Services in respect of a Project pursuant to Section 3(d)(i)(A) of this Agreement due to either (1) the failure by the Company to complete such Project (or a Phase thereof) within the time frame specified in the

Project Description for such Project or (2) a breach of this Agreement by the Company shall be deemed a "Cancellation For Cause".

- (2) Cancellation Without Cause. For purposes of this Agreement, the cancellation of Services in respect of a Project pursuant to Section 3(d)(i)(A) of this Agreement for any reason other than a reason that constitutes a Cancellation For Cause shall be deemed a "Cancellation Without Cause".
- (ii) Effect of the Cancellation of Services; Payment Obligation for the Cancelled Services; Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Cancelled Services.
 - (A) Effect of the Cancellation of Services. Upon the receipt of a Services Cancellation Notice, the Company shall promptly cease the performance of Services in the conduct of such Project (the date of the receipt of such Services Cancellation Notice by the Company shall hereinafter be referred to as the "Services Cancellation Date" for the Services cancelled by the Foundation pursuant to such Services Cancellation Notice).
 - (B) Payment Obligation for Cancelled Services.
 - (1) Cancellation For Cause. With respect to any Project for which the Foundation cancels all or part of the Services to be performed by the Company in the conduct of such Project and such cancellation is, as specified in the applicable Services Cancellation Notice, a Cancellation for Cause, the Parties hereby acknowledge and agree that (x) the Foundation shall not be responsible to make any further payments to the Company in respect of such Project and (y) the Company shall, within 30 days of the applicable Services Cancellation Date, refund all amounts paid by the Foundation to the Company in respect of such Project.
 - (2) Cancellation Without Cause. With respect to any Project for which the Foundation cancels all or part of the Services to be performed by the Company in the conduct of such Project and such cancellation is, as specified in the applicable Services Cancellation Notice, a Cancellation Without Cause, the Parties hereby acknowledge and agree that the Foundation shall only be responsible to make a

payment in respect of such Project in an amount equal to a pro rata portion of the total amount that would have been due and payable by the Foundation for such Project had such Project been completed (calculated in accordance with Section 6 of this Agreement and the Project Description for such Project), based upon that portion of the Services actually performed and completed by the Company in respect of such Project through the applicable Services Cancellation Date. Such pro rata payment amount shall be calculated based upon the actual costs incurred by the Company in providing that portion of the Services actually performed and completed in the conduct of such Project through the applicable Services Cancellation Date, up to an amount not to exceed the sum of the amounts set forth in the Project Description for such Project to be paid by the Foundation in respect of the conduct of each Phase of such Project which the Foundation has consented to the conduct of by the Company pursuant to Section 3(b) of this Agreement.

- (C) Delivery of Project Deliverables, Project Results and Final Project Report; Facilitation of the Continuation of the Cancelled Services. With respect to any Project for which the Foundation cancels all or part of the Services to be performed by the Company in the conduct of such Project and such cancellation is, as specified in the applicable Services Cancellation Notice, a Cancellation Without Cause, within 30 days of such cancellation, the Company will deliver all Project Deliverables and Project Results and a Final Project Report (as defined in Section 5(e) of this Agreement) for such Project for the period beginning on the date of the initiation of such Project through the Services Cancellation Date for such cancelled Services. With respect to any Project for which the Foundation cancels all or part of the Services to be performed by the Company in the conduct of such Project (whether such cancellation is a Cancellation for Cause or a Cancellation Without Cause), the Company will, upon the written request of the Foundation, use commercially reasonable efforts to facilitate the continuance of such cancelled Services elsewhere.

4. Foundation Provided Materials; Company Provided Reimbursable Materials; Specialized Third Party Licenses and Services.

- (a) Foundation Provided Materials.

- (i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of acquiring and providing to the Company sufficient amounts of the Foundation Provided Materials together with the related Foundation Provided Material Information. The Foundation hereby represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Company pursuant to this Agreement will be provided in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.
- (ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Company hereby agrees that the Foundation Provided Materials and the Foundation Provided Material Information (A) shall be used by the Company for the sole purpose of conducting the Project for which such Foundation Provided Materials were provided and for no other purpose and (B) shall not be transferred to any third party except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 3(a)(ii) of this Agreement) or (2) pursuant to the written request of the Foundation. Except to the extent required to enable the Company to perform the Services, the Company hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials or the properties thereof (chemical, biochemical, physical, biological or other). The Company hereby acknowledges and further agrees that (x) as between the Company and the Foundation, the Foundation owns the Foundation Provided Materials and Foundation Provided Material Information and (y) the Company shall have no ownership or other interest in any Foundation Provided Materials or Foundation Provided Material Information.
- (iii) Retention of Foundation Provided Materials. The Company shall retain all unused Foundation Provided Materials for a period (each, a "Foundation Provided Materials Retention Period") of 180 days following the completion or cancellation of the Project for which such Foundation Provided Materials were provided. During each Foundation Provided Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of the unused Foundation Provided Materials subject to such Foundation Provided Materials Retention Period to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of the Foundation Provided Materials Retention Period in respect of a Foundation Provided Material, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Foundation Provided Material.

- (iv) Transfer of Foundation Provided Materials Upon any Termination of this Agreement. Upon any termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Foundation Provided Materials in accordance with the manner such Foundation Provided Materials were being stored, handled and maintained prior to the termination of this Agreement and (B) at the written request(s) of the Foundation, ship all or part of such unused Foundation Provided Materials to the Foundation or to such third party specified in each such written request.
 - (v) Risk of Loss of Foundation Provided Materials. Immediately upon the delivery of a Foundation Provided Material to the Company pursuant to this Agreement and continuing until such Foundation Provided Material is delivered by the Company in accordance with this Section 4(a) to the delivery point as directed in writing by the Foundation, the Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling and storage of such Foundation Provided Material and (B) the preparation for shipment and shipment of such Foundation Provided Material.
- (b) Company Provided Reimbursable Materials.
- (i) Reimbursement for Company Provided Reimbursable Materials. The Company hereby acknowledges and agrees that no Company Provided Material shall be deemed a Company Provided Reimbursable Material with respect to a Project unless (A) the designation of such Company Provided Material as a Company Provided Reimbursable Material was specified in the Project Description for such Project as a Company Provided Reimbursable Material for such Project and (B) the estimated cost to procure such Company Provided Material is set forth in the Project Description for such Project. The Company hereby agrees that it shall not, without the prior consent of the Foundation, procure any Company Provided Reimbursable Material if the actual cost to procure any such Company Provided Reimbursable Material is more than 110% of the estimated cost of such Company Provided Reimbursable Material as is set forth in the Project Description for such Project. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(b)(i) and Section 6(b)(i) of this Agreement, reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials.
 - (ii) Use and Ownership of Company Provided Reimbursable Materials; Retention of Company Provided Reimbursable Materials. The Company hereby agrees that the Company Provided Reimbursable Materials (A) shall be used by the Company for the sole purpose of conducting the

Project for which such Company Provided Reimbursable Materials were procured and for no other purpose and (B) shall not be transferred to any third party except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 3(a)(i) of this Agreement) or (2) pursuant to the written request of the Foundation. The Company hereby acknowledges and further agrees that (x) as between the Company and the Foundation, the Foundation owns the Company Provided Reimbursable Materials and (y) the Company shall have no ownership or other interest in any Company Provided Reimbursable Materials. The Company shall retain all unused Company Provided Reimbursable Materials for a period (each, a "Company Provided Reimbursable Materials Retention Period") of 180 days following the completion or cancellation of the Project for which such Company Provided Reimbursable Materials were provided. During each Company Provided Reimbursable Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of the unused Company Provided Reimbursable Materials subject to such Company Provided Reimbursable Materials Retention Period to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of the Company Provided Reimbursable Materials Retention Period in respect of a Company Provided Reimbursable Material, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Company Provided Reimbursable Material.

- (iii) Transfer of Company Provided Reimbursable Materials Upon any Termination of this Agreement. Upon any termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Company Provided Reimbursable Materials in accordance with the manner such Company Provided Reimbursable Materials were being stored, handled and maintained prior to the termination of this Agreement and (B) at the written request(s) of the Foundation, ship all or part of such unused Company Provided Reimbursable Materials to the Foundation or to such third party specified in each such written request.
- (iv) Risk of Loss of Company Provided Reimbursable Materials. Immediately upon the delivery of a Company Provided Reimbursable Material to the Company pursuant to this Agreement and continuing until such Company Provided Reimbursable Material is delivered by the Company in accordance with this Section 4(b) to the delivery point as directed in writing by the Foundation, the Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling and storage of such Company Provided Reimbursable

Material and (B) the preparation for shipment and shipment of such
Company Provided Reimbursable Material.

- (c) Specialized Third Party Licenses and Services. The Company hereby acknowledges and agrees that no third party license or service shall be deemed a Specialized Third Party License and Service with respect to a Project unless (i) the designation of such third party license or service as a Specialized Third Party License and Service was specified in the Project Description for such Project as a Specialized Third Party License and Service for such Project and (ii) the terms and conditions (including cost) upon which such third party license or service is to be licensed or procured have been approved in writing by the Foundation. The Company hereby agrees that it shall not, without the prior consent of the Foundation, license or procure any Specialized Third Party Licenses and Services if terms and conditions (including cost) upon which such third party license or service is to be licensed or procured are different in any manner than those that have been approved by the Foundation. Subject to the foregoing, the Foundation shall, in accordance with this Section 4(c) and Section 6(b)(ii) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services.

Services/Project Management

5. Project Managers; Limited Authority of the Project Managers; Recordkeeping; Project Reports.
- (a) Project Managers.
- (i) Appointment of the Project Managers; Operating Procedures of the Project Managers. Within a reasonable period of time following the adoption of each Project, each Party shall appoint a project manager (each, a "Project Manager") to oversee the day-to-day coordination, implementation and conduct of such Project. The Project Managers shall establish their own operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Project Managers); provided, however, the Project Managers shall meet on a bi-weekly basis or at such other frequency as agreed upon by the Project Managers. The Company's Project Manager shall keep the Foundation's Project Manager fully informed as to the status and progress of the conduct of each Project (including the status of the completion time frame of such Project as compared to the estimated completion time frame specified in the Project Description for such Project) and such other matters related to each Project as is reasonably requested by the Foundation's Project Manager.

- (ii) Responsibilities of the Project Managers. The Project Managers shall, among other things, (A) develop and define the proposed project description specifying the description and scope of each proposed project; (B) oversee the coordination, implementation and conduct of each Project; (C) review the status and progress of each Project; (D) determine if changes are needed to a Project; (E) implement any approved changes to a Project; (F) review and discuss the Project Deliverables, Project Results and such other matters related to this Agreement and the Services as requested by either of the Parties and (G) facilitate on-going communications between the Parties.
- (b) Limited Authority of the Project Managers. For the avoidance of any doubt, the Parties hereby agree that neither Project Manager shall have the power or authority to (i) approve or execute a supplement to this Agreement pursuant to which a proposed project would be deemed a Project for purposes of this Agreement or (ii) make any amendments to this Agreement, including in respect of the Project Descriptions of the Projects attached hereto as a part of Appendix A.
- (c) Recordkeeping. The Company shall keep complete and accurate records of all Services performed by it under this Agreement and of all Project Deliverables and Project Results. Such records (including all applicable laboratory notebooks containing data, information or notations relating to the provision of the Services) shall be available at all reasonable times during normal business hours for inspection, examination or copying by or on behalf of the Foundation at the Foundation's expense, or alternatively shall be made available to the Foundation in electronic form. The Company hereby agrees to retain all such records, including all raw data, for a period of not less than two years following the date of any termination of this Agreement. During such two-year period, the Company shall, at the Foundation's request and expense, ship all or part of such records to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of such two-year period, the Company shall appropriately discard or destroy all records that have not been shipped at the direction of the Foundation.
- (d) Project Reports. With respect to each Project, the Company shall deliver to the Foundation (i) a report on the conduct of such Project within **[_____] days of the end of each calendar month during the conduct of such Project/[promptly following the completion of each Phase of such Project] [SELECT AS APPROPRIATE] [FREQUENCY OF REPORTS TO BE CONFIRMED]** and continuing until the completion of such Project, together with any additional reports specified in the Project Description for such Project (collectively, the "Interim Project Reports") and (ii) a final report on the conduct of such Project (the "Final Project Report" and, together with the Interim Project Reports, the "Project Reports") within 30 days following the completion of the Project. Each

Project Report delivered in respect of a Project (A) shall be submitted **[in the form of Exhibit [____] attached hereto or in such other format]/[in the format] [SELECT AS APPROPRIATE]** requested by the Foundation's Project Manager and (B) shall contain such information related to such Project as reasonably requested by the Foundation's Project Manager including (1) a summary of the status and progress of the conduct of such Project (including the status of the time frame for the completion of such Project as compared to the estimated time frame for the completion as specified in the Project Description for such Project), (2) material developments and issues relating to the conduct of such Project, (3) the Project Results of such Project for the period covered by such Project Report and (4) such information as is expressly required to be included in such Project Report as specified in the Project Description. The Foundation shall own all Project Reports. The Company shall have no ownership or other interest in any Project Reports.

- (e) Delivery of Raw Data Sets. With respect to each Project, the Company shall deliver or transmit to the Foundation all of the raw data underlying the Project Results for such Project. Each raw data set delivered or transmitted to the Foundation shall be submitted in such frequency (e.g., daily, weekly, monthly, etc.) and in such format (e.g., electronic transfer, CD, DVD, SAS, Microsoft Excel spreadsheet, etc.) as requested by the Foundation's Project Manager.

Payments

6. Payments Specified in the Project Descriptions; Reimbursement of Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs and Shipping and Insurance Costs; Invoicing; Payment Remittance.

- (a) Payments Specified in the Project Descriptions. The amount and timing of, and conditions precedent for the payment of, each payment to be made by the Foundation to the Company for the conduct of a Project shall be as set forth in the Project Description for such Project. In full consideration of the Company's performance of the Services and its other obligations under this Agreement in the conduct of a Project, the Foundation shall, subject to the terms and conditions set forth in this Agreement and the Project Description for such Project, make payments to the Company in such amounts and at such times as specified in the Project Description for such Project.
- (b) Reimbursement of Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs and Shipping and Insurance Costs.
- (i) Company Provided Reimbursable Materials Costs. With respect to each Project, in addition to the payments provided for in the Project Description for such Project, the Foundation shall, subject to Section 4(b)(i) of this Agreement, reimburse the Company for the actual costs incurred by the

Company to procure any Company Provided Reimbursable Materials (all such costs hereinafter referred to as the "Company Provided Reimbursable Materials Costs").

- (ii) Specialized Third Party Licenses and Services Costs. With respect to each Project, in addition to the payments provided for in the Project Description for such Project, the Foundation shall, subject to Section 4(c) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services (all such costs hereinafter referred to as the "Specialized Third Party Licenses and Services Costs").
- (iii) Shipping and Insurance Costs. With respect to each Project, in addition to the payments provided for in the Project Description for such Project, the Foundation shall reimburse the Company for (A) the actual costs of carriage, customs duties and insurance incurred by the Company in connection with the delivery of the Project Deliverables for such Project to the Foundation (or such third party specified by the Foundation) and (B) for the actual costs and expenses incurred by the Company in connection with the shipping of the Project Deliverables for such Project to the Foundation (or such third party specified by the Foundation) (all such costs hereinafter referred to as the "Shipping and Insurance Costs").

(c) Invoicing; Payment Remittance.

- (i) Invoicing. At any time (A) a payment specified in the Project Description for such Project is, subject to the terms and conditions set forth in this Agreement and the Project Description for such Project, due and payable, or (B) the Company has incurred a cost which the Foundation is, in accordance with Section 6(b) of this Agreement, required to reimburse the Company, the Company may deliver to the Foundation an invoice for such payment. Each invoice delivered by the Company for any such payment shall (1) reference the "RecID" number set forth in the footer of this Agreement and the footer of the supplement to this Agreement in respect of such Project, (2) be issued using the currency specified in the Project Description for such Project, (3) be itemized and contain detailed information for the payment being billed under such invoice, (4) include a copy of all relevant third party receipts and/or invoices related to the payment being billed under such invoice, (5) constitute a representation and warranty of the Company that a) each of the conditions precedent for such payment specified in this Agreement and the Project Description for such Project have been satisfied and b) the information set forth in such invoice is true and complete and (6) constitute a certification of the Company that as of the date of such invoice a) each of the representations and warranties of the Company set forth in this Agreement are true and

correct and b) there is no breach by the Company of any covenant of the Company set forth in this Agreement.

- (ii) Payment Remittance. Subject to the terms and conditions of this Agreement, each payment to be made by the Foundation under this Agreement shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of the invoice issued by the Company in accordance with this Agreement in respect of such payment. All payments made by the Foundation under this Agreement shall be paid by check in US Dollars and remitted to the Company at the address set forth in Section 14 of this Agreement. Any payment made by the Foundation under this Agreement in respect of an invoice issued by the Company under this Agreement using a currency other than US Dollars shall be converted by the Foundation to US Dollars at the exchange rate prevailing on or about the date that the Foundation remits such payment to the Company. **[If the Foundation fails to pay any amount due under this Agreement in full by the due date for the payment of such amount, then the Company may, without prejudice to any other right or remedy available to it, charge interest on such overdue amount on a daily basis at a rate equivalent to 8% per annum by providing written notice to the Foundation to such effect within a reasonable period of time following the due date of such late payment.] [TO BE INCLUDED ONLY IF REQUESTED BY CRO]**

Results; Deliverables

7. Ownership of Project Results; Notification and Delivery of Project Results; Ownership of Project Deliverables; Delivery of Project Deliverables; Risk of Loss of Project Deliverables.
- (a) Ownership of Project Results. As between the Foundation and the Company, the Foundation shall own all Project Results. The Company shall have no ownership or other interest in any Project Results. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Results. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Results vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.
- (b) Notification and Delivery of Project Results; Withdrawal of Project Results.

- (i) Notification and Delivery of Project Results. The Company shall inform the Foundation of, and deliver, all Project Results to the Foundation within a reasonable period of time following the conception, discovery, invention or production, as the case may be, of each such Project Result through the Project Manager meetings and Project Reports.
 - (ii) Withdrawal of Project Results. If at any time after informing the Foundation of Project Results pursuant to Section 7(b)(i) of this Agreement the Company determines that there is a reasonable scientific basis to conclude that such Project Results are not scientifically valid or accurate, the Company shall promptly so notify the Foundation.
- (c) Ownership of Project Deliverables; Transfer of Title, Delivery and Transport of Project Deliverables.
- (i) Ownership of Project Deliverables. As between the Foundation and the Company, the Foundation shall own all Project Deliverables. The Company shall have no ownership or other interest in any Project Deliverables. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Deliverables. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Deliverables vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.
 - (ii) Delivery of Project Deliverables; Risk of Loss of Project Deliverables. All Project Deliverables shall be shipped to the delivery point specified by the Foundation in writing to the Company. The Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the handling and storage of each Project Deliverable and (B) the preparation for shipment and shipment of such Project Deliverable until such Project Deliverable is delivered by the Company to the delivery point as directed in writing by the Foundation for such Project Deliverable.

Intellectual Property

8. Ownership of Background Intellectual Property; Ownership of Project Intellectual Property; Disclosure of Inventions; Patent Filings; Inventorship; Licenses to Background Intellectual Property.
- (a) Ownership of Background Intellectual Property.

- (i) Ownership of Company Background Intellectual Property. As between the Foundation and the Company, the Company shall own all Company Background Intellectual Property. Except as expressly set forth in this Agreement, the Foundation shall have no ownership or other interest in any Company Background Intellectual Property.
 - (ii) Ownership of Foundation Background Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Foundation Background Intellectual Property. The Company shall have no ownership or other interest in any Foundation Background Intellectual Property.
- (b) Ownership of Project Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Project Intellectual Property. The Company shall have no ownership or other interest in any Project Intellectual Property. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Project Intellectual Property. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Project Intellectual Property vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.
- (c) Disclosure of Inventions; Patent Filings. If either Party believes any Project Intellectual Property has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services, such Party will promptly give notice of such Project Intellectual Property to the other Party. As between the Parties, the Foundation shall have the exclusive right to file patent applications in respect of any Project Intellectual Property. The Company shall, upon the request and at the expense of the Foundation, use its reasonable efforts to assist the Foundation with any patent application relating to any Project Intellectual Property that has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services.
- (d) Inventorship. The Parties hereby agree that the identity of the inventor of all Project Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).

- (e) Licenses to Background Intellectual Property.
- (i) License to Foundation Background Intellectual Property. The Foundation hereby grants to the Company a non-exclusive, paid-up, royalty-free license throughout the world, for the sole purpose of performing the Services in the conduct of the Projects, to practice all Foundation Background Intellectual Property, including a license under any related Intellectual Property rights (including any patent, patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension of reissue in respect of such patent), (A) that is used or practiced (directly or indirectly) in the conduct of the Project or (B) to the extent necessary to enable the conduct of the Projects by the Company, subject to any restrictions or prohibitions applicable to any Foundation Background Intellectual Property set forth in any applicable license agreement, material transfer agreement or other agreement.
- (ii) License to Company Background Intellectual Property. The Company hereby grants to the Foundation and each Foundation Collaborator a non-exclusive, paid-up, irrevocable, perpetual license throughout the world to use the Company Background Intellectual Property, including a license under any related Intellectual Property rights (including any patent, patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension of reissue in respect of any such patent), to the extent necessary to enable the use or practice, as the case may be, of the Project Deliverables, Project Results and Project Intellectual Property by the Foundation and the Foundation Collaborators **[for HD Research and Development]/[in the HD Field of Use]** **[SELECT AS APPROPRIATE]**. For the avoidance of doubt, the use of any Company Background Intellectual Property pursuant to this Section 8(e)(ii) shall be solely **[for HD Research and Development]/[in the HD Field of Use]** **[SELECT AS APPROPRIATE]** and for no other purpose.

Confidentiality; Trademarks

9. Confidentiality and Non-Use; Use by Representatives; Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information; Exceptions to Confidentiality and Non-Use.
- (a) Confidentiality and Non-Use; Use by Representatives.
- (i) Confidentiality and Non-Use. Each Receiving Party shall treat the Confidential Information of the Disclosing Party in the same manner, and with the same level of care (but, in no event, less than a reasonable level of care), as the Receiving Party would treat its own confidential or proprietary information. Without limiting the generality of the foregoing,

and except to the extent expressly permitted by the terms and conditions of this Agreement, no Receiving Party shall, without the prior written consent of the Disclosing Party, (A) disclose, reveal, report, publish or give the Confidential Information of the Disclosing Party to any third party or (B) use the Confidential Information of the Disclosing Party for any purpose.

- (ii) Use by Representatives. Except as expressly permitted by the terms and conditions of this Agreement, each Receiving Party hereby agrees to limit disclosure of the Disclosing Party's Confidential Information to (A) those of its affiliates, directors, officers, employees, representatives, consultants, agents, service providers (including, in the case of the Company, Subcontractors) and advisors (including scientific advisors, legal counsel, etc.) and (B) in the case of the Foundation only, the Foundation Collaborators (collectively, "representatives") who (1) have a need to know such Confidential Information to enable such Receiving Party to perform its obligations, or exercise its rights, under this Agreement, (2) have entered into a written agreement which requires such representatives to maintain similar, but no less burdensome, obligations of confidentiality and non-use to those contained in this Agreement and (3) have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. Each Receiving Party hereby further agrees (x) to direct its representatives not to disclose the Confidential Information of the Disclosing Party to any person or entity, except as expressly permitted under this Agreement and (y) that it shall be responsible for any breach by its representatives of the obligations under this Agreement relating to Confidential Information of the Disclosing Party.

(b) Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information.

- (i) Certain Information Deemed Confidential Information. The Company hereby agrees that the terms and conditions of this Agreement and all Foundation Provided Material Information, Project Information, Project Intellectual Property, Project Reports and Project Results shall be deemed Confidential Information of the Foundation and treated as Confidential Information by the Company in accordance with the terms of this Section 9. [DISCUSS AND REVISE AS NECESSARY]
- (ii) Certain Information Specifically Excepted from Being Deemed Confidential Information. For the avoidance of any doubt, the Parties hereby acknowledge and agree that any information deemed to be Confidential Information pursuant to Section 9(b)(i) of this Agreement shall not constitute Confidential Information under this Agreement if, in

accordance with Section 1(f) of this Agreement, such information constitutes information which is specifically excepted from being Confidential Information; provided, however, the Company hereby acknowledges and agrees that the information deemed to be Confidential Information pursuant to Section 9(b)(i) of this Agreement shall not be specifically excepted from being Confidential Information pursuant to Section 1(f)(1) of this Agreement.

- (c) Exceptions to Confidentiality and Non-Use. Each Receiving Party may, without the prior written authorization of the Disclosing Party, disclose the Confidential Information of the Disclosing Party to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order; provided, that, such Receiving Party provides the Disclosing Party with sufficient prior notice, and cooperates with the Disclosing Party (at such Disclosing Party's cost and expense), to allow the Disclosing Party to contest such request, requirement or order. In addition, the Company may disclose (i) the existence of this Agreement; (ii) a general summary of the Services being provided under this Agreement; (iii) the aggregate dollar amount of fees to be paid by the Foundation under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.
10. Use of Trademarks. No Party shall use the name, trademarks, logos, physical likeness or other symbol of the other Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written authorization of the other Party, except that either Party may make reference to the Foundation's funding of the Services, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described.

Representations, Warranties and Covenants

11. Representations, Warranties and Covenants. The Company represents and warrants and agrees to each of the following:
- (a) Conduct of the Services; Compliance with Law. The Services will be performed using generally accepted industry standards and practices. The Services will be performed in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.
- (b) Audit; Access. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Company's compliance with this Agreement and (ii) the Company will provide the Foundation and its representatives with reasonable access to the facilities used in the performance of the Services, data and personnel in order to assess the status and progress of the Services being performed by the Company.

- (c) Services Team. The Services shall only be performed by individuals who have agreed to assign any ownership or other rights they may acquire in any (i) Project Results produced or (ii) Project Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Services under this Agreement to the Company, so that the Company may perform its obligations under this Agreement. The Company shall directly assign or shall cause any such individual to assign any such (A) Project Results produced or (B) Project Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Services under this Agreement to the Foundation.
- (d) Consents, Permits and Approvals. The Company has obtained all, and will obtain all future, consents, permits and other approvals necessary for the Company to (i) enter into this Agreement and (ii) perform its obligations and convey the rights granted by the Company under this Agreement.
- (e) Conflicting Obligations. The Company has not granted any right or entered into any agreement or understanding that conflicts with the Company's obligations or the Foundation's rights under this Agreement. The Company will not grant any right and will not enter into any agreement or understanding that conflicts with the Company's obligations or the Foundation's rights under this Agreement.
- (f) Intellectual Property.
 - (i) General. The Company owns or has the right to use pursuant to a valid and enforceable, written license, sublicense, agreement or other permission, all Intellectual Property necessary to perform the Services and the other obligations of the Company under this Agreement, including the right to grant the licenses in Section 8(e)(ii) of this Agreement.
 - (ii) Third Party Intellectual Property. The Company's performance of the Services will not infringe upon, violate or misappropriate any Intellectual Property rights of any third party. Except as expressly set forth and described in the Project Description for a Project, without the prior written consent of the Foundation, the Company shall not use or practice any Intellectual Property (i) that is known by the Company to be owned by a third party or (ii) which is licensed to the Company (or otherwise subject to restrictions on use known to the Company) in the performance of the Services in the conduct of such Project, if the use or practice of such third party Intellectual Property would be required in order for the Foundation or a Foundation Collaborator (A) to use or practice, as the case may be, the Project Deliverables, Project Results and Project Intellectual Property or (B) to exercise the rights granted by the Company under Section 8(e)(ii) of this Agreement.

- (g) Further Assurances. The Company shall (i) execute such further documents, instruments and assurances and (ii) take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Term; Termination; Effect of Termination

12. Term; Termination of Certain Provisions by the Foundation; Termination of Certain Provisions by the Company; Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.

- (a) Term. The term of this Agreement shall commence on the date hereof and shall continue in effect until terminated in accordance with the terms hereof or by the mutual written agreement of the Parties. **[ALTERNATIVE TERM SECTION: SPECIFIED TERM] [Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue for a period of [____] years unless earlier terminated in accordance with the terms hereof or by the mutual written agreement of the Parties. [Unless either Party provides written notice to the other Party at least [____] days prior to expiration of the Term (or any extension period thereof), the Term (or extension thereof) will automatically extend for a period of [____] year.] [INCLUDE EVERGREEN PROVISION AS APPLICABLE]]**
- (b) Termination of Certain Provisions by the Foundation. The Foundation may, by giving notice to the Company, elect to terminate each of the sections specified in Section 12(d)(i) of this Agreement and discontinue the Company's performance of the Services in the conduct of the Projects upon the occurrence and continuation of any of the following events:
- (i) Breach of this Agreement. If the Company (A) breaches any material representation, warranty or covenant given by it under this Agreement or (B) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Company of notice of such breach or default from the Foundation.
- (ii) Bankruptcy Event. The Company becomes subject to a Bankruptcy Event.
- (c) Termination of Certain Provisions by the Company. The Company may, by giving notice to the Foundation, elect to terminate each of the provisions specified in Section 12(d)(i) of this Agreement and discontinue the Company's performance of the Services in the conduct of the Projects upon the occurrence and continuation of any of the following events:
- (i) Breach of this Agreement. If the Foundation (A) breaches any material representation, warranty or covenant given by it under this Agreement or

(B) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Foundation of notice of such breach or default from the Company.

- (ii) Bankruptcy Event. The Foundation becomes subject to a Bankruptcy Event.
- (d) Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.
 - (i) Termination of Specified Provisions; Survival of Remaining Provisions. Immediately upon (A) the mutual agreement of the Parties to terminate this Agreement, (B) any election by the Foundation pursuant to Section 12(b) of this Agreement or (C) any election by the Company pursuant to Section 12(c) of this Agreement, each of Section 2(a), Section 2(b), Section 3(a), Section 3(b), Section 4(a)(i), Section 4(b)(i), Section 4(c), Section 5(a), Section 5(b), Section 6 and Section 24 shall (A) immediately terminate and (B) subject to Section 12(d)(ii) of this Agreement, have no further force or effect. The Parties hereby acknowledge and agree that in the event of the termination of the provisions specified in this Section 12(d)(i), all other sections and provisions of this Agreement shall survive indefinitely and remain in full force and effect.
 - (ii) Effect of Termination of Certain Provisions.
 - (A) Cancellation of in Process Projects. Upon the termination of the provisions specified in Section 12(d)(i) of this Agreement, the Services being performed by the Company in respect of each Project then in process shall, in accordance with, and subject to, the provisions of Section 3(c) of this Agreement, be deemed to cancelled effective as of the date of such termination.
 - (B) Liabilities and Obligations Accrued Prior to Termination. The Parties hereby acknowledge and agree that the termination of the provisions specified in Section 12(d)(i) of this Agreement shall not (1) relieve any Party then in breach of this Agreement for any liabilities to the other Party in respect of any breach under this Agreement or (2) relieve either Party from any of the obligations such Party may have under this Agreement to the extent such obligations accrued prior to the date of such termination or (3) relieve either Party from any of the obligations such Party may have under any of the sections or provisions of this Agreement that expressly survive any such termination.

Miscellaneous

13. Independent Contractor. The Company is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other Party nor shall it represent that it has any authority to make commitments on the other Party's behalf.
14. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, US mail with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by US mail, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the following addresses (or to such other address as may be designated by a notice given in accordance with the provisions of this Section 14):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu, Chief Administrative Officer
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

If to the Company to:

[____]

[____]

[____]

Attention: [____]

Fax: [____]

15. Indemnity; Limitation on Damages.

- (a) Indemnification by the Foundation. The Foundation shall defend and indemnify the Company and its affiliates, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Company Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Company Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Foundation's negligence or willful misconduct; (ii) the Foundation's breach of this Agreement; or (iii) the Company's use, or alleged use, in the performance of the Services in the conduct of the Projects of any Foundation Background Intellectual Property, Foundation Provided Materials or Foundation Provided Material Information licensed or provided by the Foundation to the Company for the purpose of performing the Services in the conduct of the Projects (but only to the extent such claim does not result from, or arise out of, an action for which the Company is obligated to indemnify the Foundation pursuant to Section 15(b) of this Agreement). For clarity, the Parties hereby agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.
- (b) Indemnification by the Company. The Company shall defend and indemnify the Foundation, the Foundation Collaborators and their respective affiliates, members, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Foundation Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Foundation Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Company's negligence or willful misconduct; (ii) the Company's breach of this Agreement; or (iii) the activities of the Company in the course of the Company's performance of the Services in the conduct of the Projects, including activities which infringe upon, violate or misappropriate, or are alleged to infringe upon, violate or misappropriate, the Intellectual Property rights of a third party (but only to the extent such claim does not result from, or arise out of, an action for which the Foundation is obligated to indemnify the Company pursuant to Section 15(a) of this Agreement). For clarity, the Parties hereby agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.
- (c) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES

(INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) A BREACH OF SECTION 9 OF THIS AGREEMENT; (II) DEATH OR PERSONAL INJURY; OR (III) FRAUD.

- (d) Indemnity Amounts. The Parties hereby agree that any amounts owing pursuant to a Party's express indemnity obligations under this Agreement shall not be subject to the limitation on damages restrictions set forth in Section 15(c) of this Agreement.
16. Alternative Dispute Resolution. If a dispute arises out of or relates to this Agreement, or breach thereof, the Parties agree first to try in good faith to settle such dispute, failing which such dispute shall be settled by a single arbitrator in an arbitration in **[New York, NY administered by JAMS under its Comprehensive Arbitration Rules and Procedures]/[London, the United Kingdom, administered by JAMS under its International Arbitration Rules][SELECT AS APPROPRIATE]**. The Parties shall instruct the arbitrator that the prevailing party of any dispute (as determined by the arbitrator) shall be awarded the reasonable attorneys' fees, costs and other expenses incurred by the prevailing party in the course of the arbitration of such dispute. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.
17. Assignment. The Company may not assign this Agreement without the prior written consent of the Foundation, except to an entity (a) that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) and (b) who agrees, in writing, to assume the Company's obligations under this Agreement. The Company hereby agrees that any entity that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) shall (i) acquire the Company's interest in the Company Background Intellectual Property and (ii) agree, in writing, to assume the Company's obligations under this Agreement. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
18. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement or any notice, invoice or other document delivered by a Party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Services and all prior understandings and agreements relating to the Services are

superseded hereby. This Agreement may not be amended except by a document signed by the each of the Parties.

19. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
21. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
23. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
24. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Services Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

COMPANY:

[_____] **[INSERT FULL LEGAL
NAME OF COMPANY]**

By: _____
Name:
Title:

Appendix A to Services Agreement
(Projects)

SUPPLEMENT NO. [_____] TO SERVICES AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

SUPPLEMENT NO. [_____] TO SERVICES AGREEMENT (this "Supplement"), dated as of [_____] by and between [_____] a [_____] (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Company and the Foundation entered into that certain Services Agreement, dated as of [_____] (such agreement as amended or supplemented shall hereinafter be referred to as the "Services Agreement"), relating to the [_____].

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Services Agreement.

In accordance with [Section 2(b)] [CONFIRM SECTION CROSS REFERENCE] of the Services Agreement, the Parties desire to adopt the scope of work described in the attached "Project Description" as "Project" under the Services Agreement.

The Parties desire to supplement the Services Agreement as provided herein.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Supplement to the Services Agreement. The Services Agreement is hereby supplemented by attaching the "Project Description" attached hereto as Exhibit 1 as part of [Appendix A] [CONFIRM SECTION CROSS REFERENCE] to the Services Agreement.
2. Single Agreement; Inconsistent Terms. This Supplement is hereby attached to and forms a part of the Services Agreement.
3. Ratification of the Services Agreement. The Services Agreement is hereby ratified by the Parties, and the terms and provisions of the Services Agreement as supplemented by this Supplement shall remain in full force and effect.

* * * * *

In witness to the foregoing, the Parties have executed this Supplement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

COMPANY:

[_____] **[INSERT FULL LEGAL
NAME OF COMPANY]**

By: _____
Name:
Title:

Exhibit 1 to Supplement to Services Agreement

Appendix A-[____] to Services Agreement – Project No. [____]

(Project Description)

[____] **[INSERT TITLE OF PROJECT, IF APPLICABLE]**

General

The following description of work constitutes the "Project Description" of a "Project" adopted pursuant to **[Section 2(b)] [CONFIRM SECTION CROSS REFERENCE]** of the Services Agreement, dated as of [____] (such agreement as amended or supplemented shall hereinafter be referred to as the "Services Agreement"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). Capitalized terms used in this Project Description shall have the meanings ascribed to such terms in the Services Agreement.

The goal of the Project is to [____] **[INSERT GENERAL STATEMENT OF PROJECT GOAL]**. The Project shall be conducted in [____] **[INSERT NUMBER OF PHASES OF PROJECT]** distinct phases (each, a "Phase") as more fully described below. A detailed description of the specific activities to be conducted by the Company during each Phase is set forth below.

Background

[____] **[INSERT BACKGROUND INFORMATION RELATING TO THE PROJECT TO THE EXTENT NECESSARY TO PROVIDE AN APPROPRIATE DESCRIPTION OF THE PROJECT. DELETE THIS SECTION IF NO BACKGROUND DISCUSSION IS NECESSARY.]**

Foundation Provided Materials

[____] **[INSERT DESCRIPTION OF ANY MATERIALS TO BE PROVIDED BY THE FOUNDATION COMPANY TO CONDUCT THE PROJECT. SPECIFY WHICH PHASE OF THE PROJECT THE MATERIALS WILL BE UTILIZED.]/[None.] [INSERT NONE IF NO MATERIALS ARE TO BE PROVIDED BY THE FOUNDATION]**

Company Provided Reimbursable Materials

[____] **[INSERT DESCRIPTION AND ESTIMATED COST OF ANY SPECIAL MATERIALS TO BE PROVIDED BY COMPANY TO CONDUCT THE PROJECT. SPECIFY WHICH PHASE OF THE PROJECT THE SPECIAL MATERIALS WILL BE UTILIZED.]/[None.] [INSERT NONE IF NO SPECIAL MATERIALS ARE TO BE PROVIDED BY THE COMPANY TO CONDUCT THE PROJECT]**

Special Third Party Licenses and Services

[_____] [INSERT DESCRIPTION AND ESTIMATED COST OF ANY SPECIAL THIRD PARTY LICENSES AND SERVICES TO BE REQUIRED BY COMPANY TO CONDUCT THE PROJECT. SPECIFY WHICH PHASE OF THE PROJECT THE SPECIAL THIRD PARTY LICENSES AND SERVICES WILL BE UTILIZED.]/[None.] [INSERT NONE IF NO SPECIAL THIRD PARTY LICENSES AND SERVICES ARE TO BE REQUIRED BY THE COMPANY TO CONDUCT THE PROJECT.]

Description of Services to be Performed

Phase 1 – [_____] [INSERT TITLE OF PHASE 1]

Estimated Time Frame

The estimated time necessary to conduct the activities to be conducted by the Company during Phase 1 is [_____] following the date this Supplement is adopted by the Parties.

Description of Phase Activities

[_____] [INSERT REASONABLY DETAILED DESCRIPTION OF ACTIVITIES TO BE CONDUCTED IN PHASE 1. IF ANY ACTIVITIES ARE TO BE SUBCONTRACTED PLEASE PROVIDE NECESSARY DETAIL.]

Project Deliverables

The Company shall deliver a Project Report to the Foundation in respect of Phase 1 setting forth the Project Results of Phase 1 including the following information: (a) [_____] ; (b) [_____] ; and (c) [_____] . [MODIFY AS APPROPRIATE. IF THERE ARE ANY SPECIAL PROJECT REPORT REQUIREMENTS OR RAW DATA DELIVERY REQUIREMENTS PLEASE PROVIDE DETAIL (INCLUDING, IF NECESSARY, A TEMPLATE FOR THE FORM OF REPORT TO BE DELVIERED).]

[_____] [LIST ANY SPECIFIC RESEARCH MATERIALS (EG, MICE, CELL LINES, STEM CELLS, REAGENTS, COMPOUNDS, ETC. THAT THE COMPANY IS TO DELIVER TO THE FOUNDATION]

Phase 2 – [_____] [INSERT TITLE OF PHASE 2]

Phase 2 shall be initiated by the Company promptly following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 2.

Estimated Time Frame

The estimated time for the completion of Phase 2 is [_____] following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 2.

Description of Phase Activities

[____] **[INSERT REASONABLY DETAILED DESCRIPTION OF ACTIVITIES TO BE CONDUCTED IN PHASE 2. IF ANY ACTIVITIES ARE TO BE SUBCONTRACTED PLEASE PROVIDE NECESSARY DETAIL.]**

Project Deliverables

The Company shall deliver a Project Report to the Foundation in respect of Phase 2 setting forth the Project Results of Phase 2 including the following information: (a) [____]; (b) [____]; and (c) [____]. **[MODIFY AS APPROPRIATE. IF THERE ARE ANY SPECIAL PROJECT REPORT REQUIREMENTS OR RAW DATA DELIVERY REQUIREMENTS PLEASE PROVIDE DETAIL (INCLUDING, IF NECESSARY, A TEMPLATE FOR THE FORM OF REPORT TO BE DELVIERED).]**

[____] **[LIST ANY SPECIFIC RESEARCH MATERIALS (EG, MICE, CELL LINES, STEM CELLS, REAGENTS, COMPOUNDS, ETC. THAT THE COMPANY IS TO DELIVER TO THE FOUNDATION)]**

Phase 3 – [____] [INSERT TITLE OF PHASE 3]

Phase 3 shall be initiated by the Company promptly following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 3.

Estimated Time Frame

The estimated time for the completion of Phase 3 is [____] following the receipt by the Company of the Foundation's consent to initiate the conduct of Phase 3.

Description of Phase Activities

[____] **[INSERT REASONABLY DETAILED DESCRIPTION OF ACTIVITIES TO BE CONDUCTED IN PHASE 3. IF ANY ACTIVITIES ARE TO BE SUBCONTRACTED PLEASE PROVIDE NECESSARY DETAIL.]**

Project Deliverables

The Company shall deliver a Project Report to the Foundation in respect of Phase 3 setting forth the Project Results of Phase 3 including the following information: (a) [____]; (b) [____]; and (c) [____]. **[MODIFY AS APPROPRIATE. IF THERE ARE ANY SPECIAL PROJECT REPORT REQUIREMENTS OR RAW DATA DELIVERY REQUIREMENTS PLEASE PROVIDE DETAIL (INCLUDING, IF NECESSARY, A TEMPLATE FOR THE FORM OF REPORT TO BE DELVIERED).]**

[____] **[LIST ANY SPECIFIC RESEARCH MATERIALS (EG, MICE, CELL LINES, STEM CELLS, REAGENTS, COMPOUNDS, ETC. THAT THE COMPANY IS TO DELIVER TO THE FOUNDATION)]**

Payments

CHDI Draft: [_____]
(For Discussion Purposes Only)

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Condition(s) of Payment</u>
Payment 1	US\$ [_____]	<p>The completion of Phase 1 of the Project to the reasonable satisfaction of the Foundation.</p> <p>Submission of a Project Report in respect of Phase 1 of the Project reasonably acceptable to the Foundation.</p> <p>The Company is not in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.</p>
Payment 2	US\$ [_____]	<p>The Foundation has, in accordance with [Section 3(b)] [CONFIRM SECTION CROSS REFERENCE] of this Agreement, consented to the initiation of Phase 2 of the Project by the Company.</p> <p>The completion of Phase 2 of the Project to the reasonable satisfaction of the Foundation.</p> <p>Delivery to the Foundation of a Project Report and each Project Deliverable in respect of Phase 2 of the Project reasonably acceptable to the Foundation.</p> <p>The Company is not in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.</p>
Payment 3	US\$ [_____]	<p>The Foundation has, in accordance with [Section 3(b)] [CONFIRM SECTION CROSS REFERENCE] of this Agreement, consented to the initiation of Phase 3 of the Project by the Company.</p> <p>The completion of Phase 3 of the Project to the reasonable satisfaction of the Foundation.</p> <p>Delivery to the Foundation of a Project Report and each Project Deliverable in respect of Phase 3 of the Project reasonably acceptable to the Foundation.</p> <p>The Company is not in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.</p>
Total	US\$ [_____]	

SERVICES AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

SERVICES AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation"). The Company and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Foundation's mission is to rapidly discover and develop drugs that delay or slow the progression of Huntington's disease.

The Company has certain expertise in [____].

The Foundation desires to engage the Company to conduct certain activities relating to [____] and the Company is prepared to conduct such activities.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Definitions

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
 - (a) "Bankruptcy Event" means the (i) making of a general assignment for the benefit of creditors by an entity; (ii) filing of any petition by an entity or the commencement of any proceeding voluntarily by an entity for any relief under any bankruptcy or insolvency laws or any law relating to the relief of debtors; (iii) consent by an entity to the entry of an order in an involuntary bankruptcy or insolvency case; (iv) entry of an order or decree for relief against an entity by a court of competent jurisdiction in an involuntary case under any bankruptcy or insolvency laws or any law relating to the relief of debtors, which order or decree is unstayed and in effect for a period of 60 consecutive days; (v) appointment, with or without the consent of an entity, of any receiver, liquidator, custodian, assignee, trustee, sequestrator or other similar official of an entity or any substantial part of its property; or (vi) admission by an entity in writing of its inability to pay its debts generally as they become due.
 - (b) "[____] Services" means the activities undertaken by the Company under and in accordance with this Agreement relating to [____] **[PLEASE PROVIDE BRIEF/GENERAL DESCRIPTION]**. Appendix A provides a general description of the [____] Services. **[PROVIDE A DESCRIPTION FOR**

EACH DIFFERENT SERVICE TO BE PROVIDED. DUPLICATE THIS DEFINITION AS NECESSARY.]

- (c) "Company Background Intellectual Property" means (i) all Intellectual Property (A) owned or licensed by the Company as of the Effective Date or (B) acquired or licensed by the Company from a third party (other than the Foundation) after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company on or after the Effective Date other than in the course of the Company's performance of the Services; and (iii) all improvements, variations, modifications or enhancements of the Intellectual Property described in (i) and (ii) above conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company after the Effective Date that does not constitute Foundation Background Intellectual Property (including any such improvements, variations, modifications or enhancements conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company in the course of the Company's performance of the Services.
- (d) "Company Provided Materials" means any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) and the physical samples of Compounds, reagents, cell lines and other materials acquired by the Company from a third party to enable the Company to perform the Services.
- (e) "Company Provided Reimbursable Materials" means those Company Provided Materials agreed upon by the Steering Committee (as defined in Section 5(a)(i)(A) of this Agreement) as a Company Provided Reimbursable Material (any such agreement to be set forth in the applicable Steering Committee meeting minutes) for which the Foundation is required, subject to Section 6(b)(i) of this Agreement, to reimburse the Company.
- (f) "Compound" means a discrete chemical or biological entity.
- (g) "Confidential Information" means all information of whatsoever type or kind (i) provided (either directly or indirectly in writing or other tangible form or orally) by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly marked and identified as "Confidential" by the Disclosing Party at the time of disclosure or (ii) specifically deemed to be "Confidential Information" pursuant to Section 9(b)(i) of this Agreement. Any information communicated orally by the Disclosing Party shall be considered "Confidential Information" only if (A) such information is promptly reduced to writing by the Disclosing Party and (B) such written record is clearly marked and identified as "Confidential" and provided to the Receiving Party within 30 days after the initial disclosure of such information. Specifically excepted from Confidential Information is all information that the Receiving Party can demonstrate by written records (1) to

have been known by, or in the possession of, the Receiving Party prior to the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (2) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become known to the Receiving Party through a third party who is not known by the Receiving Party to be under any obligation of confidentiality to the Disclosing Party; (3) to have been part of the public domain or publicly known at the time of the Disclosing Party's disclosure of such Confidential Information to the Receiving Party; (4) has, after disclosure of such Confidential Information by the Disclosing Party to the Receiving Party, become part of the public domain or publicly known, by Publication or otherwise, not due to any unauthorized act or omission by the Receiving Party; or (5) to have been independently developed by the Receiving Party without reference to, or reliance upon, such Confidential Information.

- (h) "Foundation Background Intellectual Property" means (i) all Intellectual Property (including Intellectual Property relating to any Foundation Provided Materials) (A) owned or licensed by the Foundation as of the Effective Date or (B) acquired or licensed by the Foundation from a third party (other than the Company) after the Effective Date; (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Foundation after the Effective Date (other than in the course of the Company's performance of the Services); and (iii) all improvements, variations, modifications or enhancements of the Intellectual Property described in (i) and (ii) above conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Foundation after the Effective Date (including any such improvements, variations, modifications or enhancements conceived, discovered, invented, made or first reduced to practice by, or on behalf of, the Company in the course of the Company's performance of the Services).
- (i) "Foundation Collaborators" means those (i) third parties to whom the Foundation grants the right to use all or part of the Services Deliverables, Services Intellectual Property or Services Results for **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]**, including any entity collaborating with the Foundation **[in the conduct of HD Research and Development]/[in the conduct of activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and/or fee for service laboratories or repositories providing services to the Foundation in the furtherance of the Foundation's conduct of **[HD Research and Development]/[activities in the HD Field of Use] [SELECT AS APPROPRIATE]** and (ii) fee for service laboratories providing services on behalf of any such third party described in (i) above.
- (j) "Foundation Provided Materials" means (i) any animal species or model (e.g., mice, rats, etc.) (including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny) to be provided to the Company by, or on

behalf of, the Foundation to enable the Company to perform the Services and (ii) the physical samples of cell lines, Compounds, reagents and other materials to be provided to the Company by, or on behalf of, the Foundation to enable the Company to perform the Services as agreed upon by the Steering Committee as a Foundation Provided Material (any such agreement to be set forth in the applicable Steering Committee meeting minutes).

- (k) "Foundation Provided Material Information" means all information relating to a Foundation Provided Material that is provided to the Company by, or on behalf of, the Foundation.
- (l) "FTE" means the equivalent in time of the work of one full-time scientist or support person employed by the Company working an equivalent of **[1,840]** **[NUMBER TO BE CONFIRMED]** hours per annum.
- (m) **"HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.]/"HD Field of Use" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease, including the manufacture or distribution of any such product or service for sale and the sale of any such product or service.] [SELECT AS APPROPRIATE]**
- (n) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection.
- (o) "Other Services" means the activities undertaken by the Company under and in accordance with this Agreement (other than activities which otherwise constitute the [____] Services, [____] Services, [____] Services, [____] Services or [____] Services) as agreed upon by the Steering Committee and set forth in the applicable Steering Committee meeting minutes.
- (p) "Services" means the [____] Services, [____] Services, Other Services, [____] Services, [____] Services and [____] Services.
- (q) "Services Deliverables" means (i) the Services Reports (as defined in Section 5(e) of this Agreement) and (ii) any animal species or models (e.g., mice, rats, etc.)

(including progeny derived from inbreeding and crossbreeding of any such animal species or model and unmodified derivatives of any such animal species or model and their progeny), products (e.g., cell lines, Compounds or reagents) or other items or materials, in each case produced in the course of the Company's performance of the Services.

- (r) "Services FTE" means an FTE (or pro rata portion thereof) who has been designated to perform the Services.
- (s) "Services Intellectual Property" means any Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the Company's performance of the Services.
- (t) "Services Results" means any data, formulae, outcomes or other results made or produced in the course of the Company's performance of the Services.
- (u) "Specialized Third Party Licenses and Services" means those specialized (i) third party licenses which are necessary for the Company to possess and use a unique technology, methodology, process, reagent, cell line, Compound or other material to perform the Services or (ii) services to be performed by a third party which are necessary to enable the Company to perform the Services, in each case as agreed upon by the Steering Committee as a specialized third party license or service (any such agreement to be set forth in the applicable Steering Committee meeting minutes).

Services

2. Number of Services FTEs; Replacement of Services FTEs; Utilization of Services FTEs.

- (a) Number of Services FTEs.
 - (i) Obligation to Provide Services FTEs; Services FTE Maximum Number. During the Term (as defined in Section 12(a) of this Agreement), the Company shall, as specified in this Section 2(a), provide a number of Services FTEs up to an amount not to exceed [____] **[NUMBER TO BE INSERTED]** Services FTEs (the "Services FTE Maximum Number") to perform the Services. The Parties acknowledge and agree that the Services FTE Maximum Number (A) may only be increased by the execution of a written amendment to this Agreement by an authorized signatory of each of the Parties and (B) may be reduced by the Foundation at any time by the Foundation providing written notice to such effect to the Company; provided, that, the Foundation may not reduce the Services FTE Maximum Number below the then-current number of Services FTEs required to be provided by the Company to perform the Services.

- (ii) Initial Number of Services FTEs. Beginning on the **[Effective Date]/[_____] [INSERT DATE AND/OR SELECT AS APPROPRIATE]**, the Company shall provide [_____] **[NUMBER TO BE INSERTED]** Services FTEs to perform the Services. The Parties acknowledge and agree that the number of then-current Services FTEs performing the Services shall only be subject to adjustment as provided in Section 2(a)(iii) and Section 2(a)(iv) of this Agreement.
- (iii) Increases in the Number of Services FTEs. The number of Services FTEs performing Services may only be increased above the then-current number of Services FTEs required to be provided by the Company to perform the Services by the agreement of the Steering Committee (any such agreement to be set forth in the applicable Steering Committee meeting minutes); provided, that, at no time shall the number of Services FTEs performing Services exceed the Services FTE Maximum Number. Any agreed upon increase in the then-current number of Services FTEs required to be provided by the Company to perform the Services shall occur within a period of time mutually agreed upon by the Steering Committee (any such agreement to be set forth in the applicable Steering Committee meeting minutes).
- (iv) Reductions in the Number of Services FTEs. If the Foundation desires to reduce the number of Services FTEs required to be provided by the Company to perform the Services, the Foundation shall, during each 30-day rolling period, have the right to reduce the number of Services FTEs required to be provided by the Company to perform the Services by a providing written notice signed by the Foundation's Services Manager (or any other authorized signatory of the Foundation) (each, a "Services FTE Reduction Notice") to the Company to such effect; provided, however, the Foundation shall only have the right to deliver one Services FTE Reduction Notice during any such 30-day rolling period. Each Services FTE Reduction Notice shall specify the number of Services FTEs being provided by the Company to perform the Services to be reduced. The timing of the reduction of the number Services FTEs specified in any Services FTE Reduction Notice to be reduced shall be as provided in (A) and (B) below:
 - (A) If the number of Services FTEs specified in such Services FTE Reduction Notice to be reduced is less than or equal to [_____] , the number of Services FTEs shall, for all purposes of this Agreement, be reduced by the number specified in such Services FTE Reduction Notice on the date **[such Services FTE Reduction Notice is received by the Company]/[that is [_____] days following the date such Services FTE Reduction Notice is received by the Company] [SELECT AS APPROPRIATE]**.

- (B) If the number of Services FTEs specified in such Services FTE Reduction Notice to be reduced is greater than [____], the number of Services FTEs shall be reduced by the number specified in such Services FTE Reduction Notice as follows: (1) the number of Services FTEs shall, for all purposes of this Agreement, be reduced by [____] on the date such Services FTE Reduction Notice is received by the Company and (2) the number of Services FTEs shall, for all purposes of this Agreement, be reduced by a number equal to the number specified in such Services FTE Reduction Notice minus [____] on the date that is [____] days following the date such Services FTE Reduction Notice is received by the Company.
- (b) Replacement of Services FTEs. Upon the written request of the Foundation, the Company shall, within a reasonable period of time following the Company's receipt of any such written request, replace any person being provided by the Company to constitute all or a part of a Services FTE to perform the Services as identified by the Foundation in such written notice.
- (c) Utilization of Services FTEs. The Company and the Foundation agree that each person being provided by the Company to constitute all or a part of a Services FTE may (i) devote less than 100% of his or her full-time effort to perform the Services and (ii) perform services of any type or nature to the Company or any third party; provided, that, the time spent by any such person performing such services shall not be taken into account for any purpose under this Agreement (including for purposes of calculating (A) the number of Services FTEs being provided by the Company under this Agreement or (B) the amount of any payment owed by the Foundation under this Agreement).
3. Performance of the Services; Limited Right to Subcontract Services.
- (a) Performance of Services. The Company hereby agrees to (i) perform the Services in accordance with this Agreement as requested by the Foundation's Services Managers (including using its commercially reasonable efforts to complete each program of Services agreed upon by the Steering Committee within the estimated time frames agreed upon by the Steering Committee for such program), (ii) provide the number of Services FTEs required to be provided by the Company to perform the Services as determined in accordance with Section 2(a) of this Agreement and (iii) devote such other resources (including all necessary physical space and facilities, equipment, tools, materials and supplies) and effort as is necessary to perform the Services in accordance with this Agreement and as agreed upon by the Steering Committee. If at any time the Company makes a good faith determination that, (A) a program of Services agreed upon by the Steering Committee cannot be conducted substantially in accordance (1) with this Agreement and (2) as agreed upon by the Steering Committee; (B) a program of Services agreed upon by the Steering Committee cannot be completed within the

estimated time frame agreed upon by the Steering Committee; or (C) the continued conduct a program of Services agreed upon by the Steering Committee in accordance (1) with this Agreement and (2) as agreed upon by the Steering Committee is unlikely to yield scientifically valid or useful results, the Company shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.

- (b) Limited Right to Subcontract Services. With respect to the performance of the Services, the Parties hereby acknowledge and agree that the Company may (i) sub-contract those activities which are (A) agreed upon by the Steering Committee and (B) set forth and identified in the applicable Steering Committee meeting minutes as activities to be sub-contracted and (ii) sub-contract such designated activities to the third party agreed upon by the Steering Committee and identified in the applicable Steering Committee meeting minutes (each such third party hereinafter referred to as a "Subcontractor"). The Company hereby agrees that (1) each Subcontractor shall agree in writing to conduct such activities in accordance with, and subject to, terms and conditions equivalent to those of this Agreement and (2) the Company shall cause each Subcontractor to conduct such activities in accordance with, and subject to, terms and conditions equivalent to those of this Agreement. The Company hereby further agrees that the Company shall be solely responsible and liable for the activities conducted by each Subcontractor as if such activities were conducted by the Company.
- (c) **[Experimental Nature of the Services. [The Foundation hereby acknowledges and agrees that (i) the Services are experimental in nature and that the Company does not guarantee that the objectives of the performance of the Services will be realized or achieved or (ii) that the performance of the Services will yield scientifically valid or useful deliverables, intellectual property or results.] [TO BE INCLUDED ONLY IF REQUESTED BY CRO]**

4. Foundation Provided Materials; Company Provided Reimbursable Materials; Specialized Third Party Licenses and Services.

- (a) Foundation Provided Materials.
 - (i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of acquiring and providing to the Company sufficient amounts of the Foundation Provided Materials together with the related Foundation Provided Material Information. The Foundation hereby represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Company pursuant to this Agreement will be provided in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.

- (ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Company hereby agrees that the Foundation Provided Materials and the Foundation Provided Material Information (A) shall be used by the Company for the sole purpose of performing the Services for which such Foundation Provided Materials were provided and for no other purpose and (B) shall not be transferred to any third party except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 3(b) of this Agreement) or (2) pursuant to the written request of the Foundation. Except to the extent required to enable the Company to perform the Services, the Company hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials or the properties thereof (chemical, biochemical, physical, biological or other). The Company hereby acknowledges and further agrees that (x) as between the Company and the Foundation, the Foundation owns the Foundation Provided Materials and Foundation Provided Material Information and (y) the Company shall have no ownership or other interest in any Foundation Provided Materials or Foundation Provided Material Information.
- (iii) Retention of Foundation Provided Materials. The Company shall retain all unused Foundation Provided Materials for a period (each, a "Foundation Provided Materials Retention Period") of 180 days following the completion of the Services for which such Foundation Provided Materials were provided. During each Foundation Provided Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of the unused Foundation Provided Materials subject to such Foundation Provided Materials Retention Period to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of the Foundation Provided Materials Retention Period in respect of a Foundation Provided Material, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Foundation Provided Material.
- (iv) Transfer of Foundation Provided Materials Upon any Expiration or Termination of this Agreement. Upon any expiration or termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Foundation Provided Materials in accordance with the manner such Foundation Provided Materials were being stored, handled and maintained prior to the termination of this Agreement and (B) at the written request(s) of the Foundation, ship all or part of such unused Foundation Provided Materials to the Foundation or to such third party specified in each such written request.

- (v) Risk of Loss of Foundation Provided Materials. Immediately upon the delivery of a Foundation Provided Material to the Company pursuant to this Agreement and continuing until such Foundation Provided Material is delivered by the Company in accordance with this Section 4(a) to the delivery point as directed in writing by the Foundation, the Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling and storage of such Foundation Provided Material and (B) the preparation for shipment and shipment of such Foundation Provided Material.

- (b) Company Provided Reimbursable Materials.
 - (i) Reimbursement for Company Provided Reimbursable Materials. The Company hereby acknowledges and agrees that no Company Provided Material shall be deemed a Company Provided Reimbursable Material unless (A) the designation of such Company Provided Material as a Company Provided Reimbursable Material was agreed upon by the Steering Committee (any such agreement to be set forth in the applicable Steering Committee meeting minutes) and (B) the estimated cost to procure such Company Provided Material is set forth in the applicable Steering Committee meeting minutes. The Company hereby agrees that it shall not, without the prior consent of the Steering Committee (which consent shall be set forth in the applicable Steering Committee meeting minutes), procure any Company Provided Reimbursable Material if the actual cost to procure any such Company Provided Reimbursable Material is more than 110% of the estimated cost of such Company Provided Reimbursable Material as is set forth in the applicable Steering Committee meeting minutes. Subject to the foregoing, the Foundation shall, in accordance with Section 6(b)(i) of this Agreement, reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials.

 - (ii) Use and Ownership of Company Provided Reimbursable Materials; Retention of Company Provided Reimbursable Materials. The Company hereby agrees that the Company Provided Reimbursable Materials (A) shall be used by the Company for the sole purpose of conducting the Services for which such Company Provided Reimbursable Materials were procured and for no other purpose and (B) shall not be transferred to any third party except (1) as expressly required or contemplated by this Agreement (e.g., to a Subcontractor in accordance with Section 3(b) of this Agreement) or (2) pursuant to the written request of the Foundation. The Company hereby acknowledges and further agrees that (x) as between the Company and the Foundation, the Foundation owns the Company Provided Reimbursable Materials and (y) the Company shall have no ownership or other interest in any Company Provided Reimbursable

Materials. The Company shall retain all unused Company Provided Reimbursable Materials for a period (each, a "Company Provided Reimbursable Materials Retention Period") of 180 days following the completion of the Services for which such Company Provided Reimbursable Materials were provided. During each Company Provided Reimbursable Materials Retention Period, the Company shall, at the Foundation's request and expense, ship all or part of the unused Company Provided Reimbursable Materials subject to such Company Provided Reimbursable Materials Retention Period to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of the Company Provided Reimbursable Materials Retention Period in respect of a Company Provided Reimbursable Material, the Company shall, subject to providing the Foundation with 30 days prior written notice, appropriately discard or destroy all such unused Company Provided Reimbursable Material.

- (iii) Transfer of Company Provided Reimbursable Materials Upon any Expiration or Termination of this Agreement. Upon any expiration or termination of this Agreement, the Company shall, at the cost and expense of the Foundation, (A) continue to store, handle and maintain all unused Company Provided Reimbursable Materials in accordance with the manner such Company Provided Reimbursable Materials were being stored, handled and maintained prior to the termination of this Agreement and (B) at the written request(s) of the Foundation, ship all or part of such unused Company Provided Reimbursable Materials to the Foundation or to such third party specified in each such written request.
- (iv) Risk of Loss of Company Provided Reimbursable Materials. Immediately upon the delivery of a Company Provided Reimbursable Material to the Company pursuant to this Agreement and continuing until such Company Provided Reimbursable Material is delivered by the Company in accordance with this Section 4(b) to the delivery point as directed in writing by the Foundation, the Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the receipt, handling and storage of such Company Provided Reimbursable Material and (B) the preparation for shipment and shipment of such Company Provided Reimbursable Material.
- (c) Specialized Third Party Licenses and Services. The Company hereby acknowledges and agrees that no third party license or service shall be deemed a Specialized Third Party License and Service unless (i) the designation of such third party license or service as a Specialized Third Party License and Service was agreed upon by the Steering Committee (any such agreement to be set forth in the applicable Steering Committee meeting minutes) and (ii) the terms and conditions (including cost) upon which such third party license or service is to be licensed or

procured have been approved in writing by the Foundation. The Company hereby agrees that it shall not, without the prior consent of the Steering Committee (which consent shall be set forth in the applicable Steering Committee meeting minutes), license or procure any Specialized Third Party Licenses and Services if terms and conditions (including cost) upon which such third party license or service is to be licensed or procured are different in any manner than those that have been approved by the Foundation. Subject to the foregoing, the Foundation shall, in accordance with Section 6(b)(ii) of this Agreement, reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services.

Services Management

5. Steering Committee; Services Managers; Limited Authority of the Steering Committee and Services Managers; Recordkeeping; Services Reports; FTE Reports; Delivery of Raw Data Sets.
- (a) Steering Committee.
- (i) Establishment and Make-Up of the Steering Committee; External Advisors.
- (A) Establishment and Make-Up of the Steering Committee. Within a reasonable period of time following the Effective Date, the Parties shall establish a committee (the "Steering Committee"). The Steering Committee shall be comprised of four members. Each Party shall designate two members of the Steering Committee. Each Party may also, from time to time, invite other personnel to attend the Steering Committee meetings; provided, that, such other personnel shall (1) act in an advisory, non-voting capacity only and (2) not be entitled to decide or approve any matter requiring decision by or approval of the Steering Committee.
- (B) External Advisors. The Steering Committee may, from time to time, identify and appoint third party experts to advise the Steering Committee on technical and other matters; provided, that, such experts shall (1) act in an advisory, non-voting capacity only and shall not be entitled to decide or approve any matter requiring decision by or approval of the Steering Committee and (2) be required to abide by confidentiality and non-use obligations at least as restrictive as those set forth in Section 9 of this Agreement in respect of Confidential Information to which such experts are granted access.
- (ii) Operating Procedures of the Steering Committee; Decisions by the Steering Committee; Steering Committee Minutes. The Steering

Committee shall establish its own internal operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Steering Committee members); provided, however, the Steering Committee shall meet **[(A) at least once every calendar month and (B) on a face-to-face basis at least once every calendar quarter]/[calendar month]/[calendar quarter] [DISCUSS FREQUENCY OF MEETINGS]**. Any matter which requires a decision by, or the approval of, the Steering Committee under this Agreement shall require the affirmative consent of each member of the Steering Committee. At each meeting of the Steering Committee, one meeting attendee shall be appointed to record and, within a period of **[two weeks] [DISCUSS TIMING OF MEETING MINUTE DELIVERY]** after each such meeting, distribute the minutes of such meeting to the Steering Committee members for approval (the approval of the content of each such meeting minutes to be evidenced by the initialing of such meeting minutes by at least one of each Party's designated Steering Committee members).

- (iii) Responsibilities of the Steering Committee. The Steering Committee shall, among other things, (A) develop and define the description and scope of each program of Services (including setting forth (1) the estimated number of Services FTEs to be designated to complete each such program and (2) the estimated timeframe to complete each such program); (B) for each program of Services, approve the number of Services FTEs to be designated to complete such program and the estimated timeframe to complete such program; (C) for each program of Services, approve the activities related to such program to be subcontracted and the identity of the Subcontractor to conduct such activities; (D) for each program of Services, approve the Foundation Provided Materials required for the conduct of such program; (E) for each program of Services, approve the Company Provided Reimbursable Materials (including both the initial cost thereof as well as any subsequent changes thereto requested by the Services Managers) required for the conduct of such program; (F) for each program of Services, approve the Specialized Third Party Licenses and Services (including both the initial cost thereof as well as any subsequent changes thereto requested by the Services Managers) required for the conduct of such program; (G) oversee the coordination, implementation and performance of the Services; (H) review the status and progress of each program of Services; (I) determine if changes are needed in the number of Services FTEs under this Agreement and consider and approve any such changes up to the Services FTE Maximum Number; (J) review and discuss the Services Deliverables, Services Results and such other matters related to this Agreement and the Services as requested by either of the Parties; and (K) facilitate on-going communications between the Parties.

- (b) Services Managers.
- (i) Appointment of the Services Managers; Operating Procedures of the Services Managers. Within a reasonable period of time following the initiation of each program of Services, each Party shall appoint a services manager (each, a "Services Manager") to oversee the day-to-day coordination, implementation and performance of each program of Services. The Services Managers shall establish their own operating procedures and meeting schedule (such meetings to be held in person or by video or telephone conference as mutually agreed upon by the Services Managers); provided, however, the Services Managers shall meet on a bi-weekly basis or at such other frequency as agreed upon by the Services Managers. The Company's Services Manager shall keep the Foundation's Services Manager fully informed as to the status and progress of the conduct of each program of Services (including the status of the completion time frame of such programs as compared to the estimated completion time frame for each such program) and such other matters related to each such program as is reasonably requested by the Foundation's Services Manager.
- (ii) Responsibilities of the Services Managers. The Services Managers shall, among other things, (A) oversee the coordination, implementation and performance of the Services in the conduct of each program of Services; (B) review the status and progress of each program of Services; (C) determine if changes are needed to a program of Services; (D) implement any approved changes to a program of Services; (E) review and discuss the Services Deliverables, Services Results and such other matters related to this Agreement and the Services as requested by either of the Parties; and (F) facilitate on-going communications between the Parties.
- (c) Limited Authority of the Steering Committee and Services Managers. For the avoidance of any doubt, the Parties hereby agree that neither the Steering Committee nor either Services Manager shall have the power or authority to (i) increase the number of Services FTEs under this Agreement in excess of the Services FTE Maximum Number; (ii) waive any right or obligation of a Party under this Agreement; or (iii) make any amendments to this Agreement. The Parties hereby further acknowledge and agree that each of the matters described in (i), (ii) and (iii) above may only be effectuated by the written agreement of the Parties signed by an authorized representative of each of the Parties (with respect to the Foundation, such authorized representative to be an individual other than the members of the Steering Committee designated by the Foundation and the Foundation's Services Manager).
- (d) Recordkeeping. The Company shall keep complete and accurate records of all Services performed by it under this Agreement and of all Services Deliverables and Services Results. Such records (including all applicable laboratory notebooks

containing data, information or notations relating to the provision of the Services) shall be available at all reasonable times during normal business hours for inspection, examination or copying by or on behalf of the Foundation at the Foundation's expense, or alternatively shall be made available to the Foundation in electronic form. The Company hereby agrees to retain all such records, including all raw data, for a period of not less than two years following the date of any termination of this Agreement. During such two-year period, the Company shall, at the Foundation's request and expense, ship all or part of such records to the Foundation or to such third party as the Foundation shall direct in writing. Upon the expiration of such two-year period, the Company shall appropriately discard or destroy all records that have not been shipped at the direction of the Foundation.

(e) Services Reports; FTE Reports.

- (i) Services Reports. [The Company shall deliver to the Foundation (A) interim services reports on the performance of the Services within [____] days of the end of each calendar [month]/[quarter] [SELECT AS APPROPRIATE] [FREQUENCY OF REPORTS TO BE CONFIRMED] and continuing until expiration or termination of this Agreement, together with any additional reports agreed upon by the Steering Committee to be delivered by the Company (any such agreement to be set forth in the applicable Steering Committee meeting minutes) (collectively, the "Interim Services Reports")]/[The Company shall deliver to the Foundation (A) interim services reports on the performance of the Services (1) on a bi-weekly basis (each such bi-weekly Interim Services Report to be delivered at least one business day prior to the Services Managers' regularly scheduled bi-weekly meeting) and (2) on a [monthly]/[quarterly] [SELECT AS APPROPRIATE] basis (each such Interim Services Report to be delivered at least five business days prior to the Steering Committee's regularly scheduled meeting for period covered by such Interim Services Report) together with any additional reports agreed upon by the Steering Committee to be delivered by the Company (any such agreement to be set forth in the applicable Steering Committee meeting minutes) (collectively, the "Interim Services Reports") [SELECT AS APPROPRIATE] and (B) a final services report (the "Final Services Reports" and, together with the Interim Services Reports, the "Services Reports") to the Steering Committee within 30 days following the completion of each program of Services. Each Services Report (A) shall be submitted [in the form of Exhibit [____] attached hereto or in such other format]/[in the format] [SELECT AS APPROPRIATE] requested by the Foundation's Services Manager and (B) shall contain such information as reasonably requested by the Foundation's Services Manager including (1) a summary of the status and

progress of the conduct of each program of Services (including the status of the time frame for the completion of such program of Services as compared to the estimated time frame specified for such program of Services) during the period covered by the Services Report, (2) material developments and issues relating to the conduct of each program of Services during the period covered by the Services Report and (3) the Services Results of each program of Services for the period covered by the Services Report. The Foundation shall own all Services Reports. The Company shall have no ownership or other interest in any Services Reports.

- (ii) FTE Reports. The Company shall deliver to the Foundation Services FTE reports (each, a "FTE Report") on a **[monthly]/[quarterly]** **[SELECT AS APPROPRIATE]** basis (each such FTE Report to be delivered at least five business days prior to the Steering Committee's regularly scheduled meeting for period covered by such FTE Report). Each FTE Report (A) shall be submitted **[in the form of Exhibit [____]] attached hereto or in such other format** **[/in the format]** **[SELECT AS APPROPRIATE]** requested by the Foundation's Services Manager and (B) shall contain such information as reasonably requested by the Foundation's Services Manager including (1) the name and title of each person that performed Services during such period and (2) for each person listed, the percentage of time (out of the total amount of available time covered by such period) that such person actually spent performing the Services during such period and (3) for each person listed, a detailed breakdown of the percentage of time spent by such person during such period (delineated on both a a) program of Services-by-program of Services basis and b) Services-by-Services basis).
- (f) Delivery of Raw Data Sets. With respect to each program of Services, the Company shall deliver or transmit to the Foundation all of the raw data underlying the Services Results for such program of Services. Each raw data set delivered or transmitted to the Foundation shall be submitted in such frequency (e.g., daily, weekly, monthly, etc.) and in such format (e.g., electronic transfer, CD, DVD, SAS, Microsoft Excel spreadsheet, etc.) as requested by the Foundation's Services Manager.

Payments

- 6. General Payment Obligation; Reimbursement Obligation for Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs and Shipping and Insurance Costs; Calculation of Services Payments; Conditions Precedent for the Payment of the Services Payments; Invoicing of Services Payments; Payment Remittance.

- (a) General Payment Obligation. In full consideration of the Company's performance of the Research in the conduct of the Projects and its other obligations under this Agreement, the Foundation shall, subject to the terms and conditions set forth in this Agreement, make payments to the Company as provided in this Agreement. The calculation of the amount of such payments, the timing of the payment of such payments and conditions precedent for the payment of such payments shall be as set forth in this Section 6.
- (b) Reimbursement Obligation for Company Provided Reimbursable Materials Costs, Specialized Third Party Licenses and Services Costs and Shipping and Insurance Costs.
- (i) Company Provided Reimbursable Materials Costs. Subject to Section 4(b) of this Agreement, the Foundation shall reimburse the Company for the actual costs incurred by the Company to procure any Company Provided Reimbursable Materials (all such costs hereinafter referred to as the "Company Provided Reimbursable Materials Costs").
- (ii) Specialized Third Party Licenses and Services Costs. Subject to Section 4(c) of this Agreement, the Foundation shall reimburse the Company for the actual costs incurred by the Company to license or procure any Specialized Third Party Licenses and Services (all such costs hereinafter referred to as the "Specialized Third Party Licenses and Services Costs").
- (iii) Shipping and Insurance Costs. The Foundation shall reimburse the Company for (A) the actual costs of carriage, customs duties and insurance incurred by the Company in connection with the delivery of the Services Deliverables to the Foundation (or such third party specified by the Foundation) and (B) for the actual costs and expenses incurred by the Company in connection with the shipping of the Services Deliverables to the Foundation (or such third party specified by the Foundation) (all such costs hereinafter referred to as the "Shipping and Insurance Costs").
- (c) Calculation of Services Payments.
- (i) Services FTE Rate. For purposes of this Agreement, "Services FTE Rate" means, for all Services FTEs (on a [monthly]/[quarterly] [SELECT AS APPROPRIATE] basis), an amount equal to US\$[____] [NOTE: AMOUNT TO BE CALCULATED AS THE ANNUAL RATE DIVIDED BY THE PAYMENT PERIODS IN EACH CALENDAR YEAR].
- (ii) General. Promptly following the end of each calendar [monthly]/[quarterly] [SELECT AS APPROPRIATE], the Company shall calculate the payment (each, a "Services Payment") to be made by the Foundation in respect of (A) the Services FTE costs incurred by the

Company performing the Services during such period, (B) the Company Provided Reimbursable Materials Costs incurred by the Company during such period, (C) the Specialized Third Party Licenses and Services Costs incurred by the Company during such period and (D) the Shipping and Insurance Costs incurred by the Company during such period.

- (iii) Specific Calculation of each Services Payment. Each Services Payment in respect of a particular calendar **[monthly]/[quarterly]** **[SELECT AS APPROPRIATE]** shall be calculated in accordance with the terms of this Agreement and shall be an amount equal to (A) the product of (1) the Services FTE Rate multiplied by (2) the aggregate number of actual Services FTEs for such period (which number shall be calculated by adding the percentage of time (out of the total amount of available time covered by such period) that each person assigned to perform Services during such period actually spent performing the Services during such period) (such number of Services FTEs shall not exceed the number of Services FTEs required to be provided by the Company to perform the Services as determined in accordance with Section 2(a) of this Agreement and shall, in no event, exceed the Maximum Services FTEs) plus (B) the aggregate amount of Company Provided Reimbursable Materials Costs for such period; plus (C) the aggregate amount of Specialized Third Party Licenses and Services Costs for such period plus (D) the aggregate amount of Shipping and Insurance Costs incurred during such period.
- (d) Conditions Precedent for the Payment of the Services Payments. With respect to each Services Payment, the obligations of the Foundation to pay such Services Payment shall be subject to the fulfillment on or prior to the issuance by the Company of an invoice in respect of such Services Payment of the following conditions:
 - (i) The Company has, in accordance with Section 5(e) of this Agreement, delivered to the Foundation the Services Reports and FTE Reports for the period covered by such invoice.
 - (ii) The Company has, in accordance with Section 5(f) of this Agreement, delivered to the Foundation the raw data underlying the Services Results for the period covered by such invoice.
 - (iii) The Company has, in accordance with Section 7(c)(ii) of this Agreement, delivered to the Foundation or its designee(s) all Services Deliverables due to be delivered, if any, for the period covered by such invoice.
 - (iv) The representations and warranties of the Company contained in Section 11 of this Agreement are true, complete and correct on, and as of, the date of the issuance by the Company of such invoice.

- (v) The Company is not, as of the date of such invoice, in material breach of any representation, warranty or covenant of the Company set forth in this Agreement.
- (e) Invoicing of Services Payments; Payment Remittance.
 - (i) Invoicing of Services Payments. Promptly following the calculation of the amount of each Services Payment, the Company shall deliver to the Foundation an invoice in respect of such Services Payment. Each invoice delivered by the Company in respect of a Services Payment shall (A) reference the "RecID" number set forth in the footer of this Agreement, (B) be issued in US Dollars, (C) be itemized and contain detailed information in respect of the Services Payment being billed under such invoice, (D) include a copy of all relevant third party receipts and/or invoices related to the Services Payment being billed under such invoice, (E) include a copy of the Services Reports and FTE Reports for the period covered by such invoice and (F) constitute a representation and warranty of the Company that (1) each of the conditions precedent specified in this Agreement for the payment of the Services Payment being billed under such invoice have been satisfied and (2) the information set forth in such invoice is true and complete.
 - (ii) Payment Remittance. Subject to the terms and conditions of this Agreement, each payment to be made by the Foundation under this Agreement shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of the invoice issued by the Company in accordance with this Agreement in respect of such payment. All payments made by the Foundation under this Agreement shall be paid by check in US Dollars and remitted to the Company at the address set forth in Section 14 of this Agreement. Any payment made by the Foundation under this Agreement in respect of an invoice issued by the Company under this Agreement using a currency other than US Dollars shall be converted by the Foundation to US Dollars at the exchange rate prevailing on or about the date that the Foundation remits such payment to the Company. **[If the Foundation fails to pay any amount due under this Agreement in full by the due date for the payment of such amount, then the Company may, without prejudice to any other right or remedy available to it, charge interest on such overdue amount on a daily basis at a rate equivalent to 8% per annum by providing written notice to the Foundation to such effect within a reasonable period of time following the due date of such late payment.] [TO BE INCLUDED ONLY IF REQUESTED BY CRO]**

Results; Deliverables

7. Ownership of Services Results; Notification and Delivery of Services Results; Withdrawal of Services Results; Ownership of Services Deliverables; Delivery of Services Deliverables; Risk of Loss of Services Deliverables.
- (a) Ownership of Services Results. As between the Foundation and the Company, the Foundation shall own all Services Results. The Company shall have no ownership or other interest in any Services Results. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Services Results. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Services Results vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.
- (b) Notification and Delivery of Services Results; Withdrawal of Services Results.
- (i) Notification and Delivery of Services Results. The Company shall inform the Foundation of, and deliver, all Services Results to the Foundation within a reasonable period of time following the conception, discovery, invention or production, as the case may be, of each such Services Result through the Steering Committee meetings and Services Reports.
- (ii) Withdrawal of Services Results. If at any time after informing the Foundation of Services Results pursuant to Section 7(b)(i) of this Agreement the Company determines that there is a reasonable scientific basis to conclude that such Services Results are not scientifically valid or accurate, the Company shall promptly so notify the Foundation.
- (c) Ownership of Services Deliverables; Delivery of Services Deliverables; Risk of Loss of Services Deliverables.
- (i) Ownership of Services Deliverables. As between the Foundation and the Company, the Foundation shall own all Services Deliverables. The Company shall have no ownership or other interest in any Services Deliverables. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Services Deliverables. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Services Deliverables vest in the Foundation (or its designee). The

Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.

- (ii) Delivery of Services Deliverables; Risk of Loss of Services Deliverables. All Services Deliverables shall be shipped to the delivery point specified by the Foundation in writing to the Company. The Company hereby agrees to assume, and shall be responsible for, all risk of loss in, or associated with, (A) the handling and storage of each Services Deliverable and (B) the preparation for shipment and shipment of such Services Deliverable until such Services Deliverable is delivered by the Company to the delivery point as directed in writing by the Foundation for such Services Deliverable.

Intellectual Property

8. Ownership of Background Intellectual Property; Ownership of Services Intellectual Property; Disclosure of Inventions; Patent Filings; Inventorship; Licenses to Background Intellectual Property.

- (a) Ownership of Background Intellectual Property.
 - (i) Ownership of Company Background Intellectual Property. As between the Foundation and the Company, the Company shall own all Company Background Intellectual Property. Except as expressly set forth in this Agreement, the Foundation shall have no ownership or other interest in any Company Background Intellectual Property.
 - (ii) Ownership of Foundation Background Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Foundation Background Intellectual Property. The Company shall have no ownership or other interest in any Foundation Background Intellectual Property.
- (b) Ownership of Services Intellectual Property. As between the Foundation and the Company, the Foundation shall own all Services Intellectual Property. The Company shall have no ownership or other interest in any Services Intellectual Property. The Company hereby assigns, and agrees to assign, to the Foundation any and all right, title and interest of the Company in and to the Services Intellectual Property. Upon the written request of the Foundation, the Company shall execute such documents and do all other acts and things as may be reasonably deemed necessary by the Foundation to effectuate and assure that all right, title and interest of the Company in and to the Services Intellectual Property vest in the Foundation (or its designee). The Foundation shall reimburse the Company for all reasonable out-of-pocket costs and expenses actually incurred by

the Company to execute and deliver to the Foundation any such document(s) referred to immediately above.

- (c) Disclosure of Inventions; Patent Filings. If either Party believes any Services Intellectual Property has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services, such Party will promptly give notice of such Services Intellectual Property to the other Party. As between the Parties, the Foundation shall have the exclusive right to file patent applications in respect of any Services Intellectual Property. The Company shall, upon the request and at the expense of the Foundation, use its reasonable efforts to assist the Foundation with any patent application relating to any Services Intellectual Property that has been conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services.
- (d) Inventorship. The Parties hereby agree that the identity of the inventor of all Services Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the performance of the Services shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).
- (e) Licenses to Background Intellectual Property.
 - (i) License to Foundation Background Intellectual Property. The Foundation hereby grants to the Company a non-exclusive, paid-up, royalty-free license throughout the world, for the sole purpose of performing the Services, to practice all Foundation Background Intellectual Property, including a license under any related Intellectual Property rights (including any patent, patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension of reissue in respect of such patent), (A) that is used or practiced (directly or indirectly) in the performance of the Services or (B) to the extent necessary to enable the performance of the Services by the Company, subject to any restrictions or prohibitions applicable to any Foundation Background Intellectual Property set forth in any applicable license agreement, material transfer agreement or other agreement.
 - (ii) License to Company Background Intellectual Property. The Company hereby grants to the Foundation and each Foundation Collaborator a non-exclusive, paid-up, irrevocable, perpetual license throughout the world to use the Company Background Intellectual Property, including a license under any related Intellectual Property rights (including any patent, patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension of reissue in respect of any such patent), to the extent necessary to enable the use or practice, as the case

may be, of the Services Deliverables, Services Results and Services Intellectual Property by the Foundation and the Foundation Collaborators **[for HD Research and Development]/[in the HD Field of Use]** **[SELECT AS APPROPRIATE]**. For the avoidance of doubt, the use of any Company Background Intellectual Property pursuant to this Section 8(e)(ii) shall be solely **[for HD Research and Development]/[in the HD Field of Use]** **[SELECT AS APPROPRIATE]** and for no other purpose.

Confidentiality; Trademarks

9. Confidentiality and Non-Use; Use by Representatives; Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information; Exceptions to Confidentiality and Non-Use.

(a) Confidentiality and Non-Use; Use by Representatives.

- (i) Confidentiality and Non-Use. Each Receiving Party shall treat the Confidential Information of the Disclosing Party in the same manner, and with the same level of care (but, in no event less than a reasonable level of care), as the Receiving Party would treat its own confidential or proprietary information. Without limiting the generality of the foregoing, and except to the extent expressly permitted by the terms and conditions of this Agreement, no Receiving Party shall, without the prior written consent of the Disclosing Party, (A) disclose, reveal, report, publish or give the Confidential Information of the Disclosing Party to any third party or (B) use the Confidential Information of the Disclosing Party for any purpose.
- (ii) Use by Representatives. Except as expressly permitted by the terms and conditions of this Agreement, each Receiving Party hereby agrees to limit disclosure of the Disclosing Party's Confidential Information to (A) those of its affiliates, directors, officers, employees, representatives, consultants, agents, service providers (including, in the case of the Company, Subcontractors) and advisors (including scientific advisors, legal counsel, etc.) and (B) in the case of the Foundation only, the Foundation Collaborators (collectively, "representatives") who (1) have a need to know such Confidential Information to enable such Receiving Party to perform its obligations, or exercise its rights, under this Agreement, (2) have entered into a written agreement which requires such representatives to maintain similar, but no less burdensome, obligations of confidentiality and non-use to those contained in this Agreement and (3) have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. Each Receiving Party hereby further agrees (x) to direct its representatives not to disclose the Confidential Information of the Disclosing Party to any person or entity, except as expressly permitted

under this Agreement and (y) that it shall be responsible for any breach by its representatives of the obligations under this Agreement relating to Confidential Information of the Disclosing Party.

- (b) Certain Information Deemed Confidential Information; Certain Information Specifically Excepted from Being Deemed Confidential Information.
- (i) Certain Information Deemed Confidential Information. The Company hereby agrees that the terms and conditions of this Agreement and all Foundation Provided Material Information, Services Intellectual Property, Services Reports and Services Results shall be deemed Confidential Information of the Foundation and treated as Confidential Information by the Company in accordance with the terms of this Section 9. **[DISCUSS AND REVISE AS NECESSARY]**
- (ii) Certain Information Specifically Excepted from Being Deemed Confidential Information. For the avoidance of any doubt, the Parties hereby acknowledge and agree that any information deemed to be Confidential Information pursuant to Section 9(b)(i) of this Agreement shall not constitute Confidential Information under this Agreement if, in accordance with Section 1(g) of this Agreement, such information constitutes information which is specifically excepted from being Confidential Information; provided, however, the Company hereby acknowledges and agrees that the information deemed to be Confidential Information pursuant to Section 9(b)(i) of this Agreement shall not be specifically excepted from being Confidential Information pursuant to Section 1(g)(1) of this Agreement.
- (c) Exceptions to Confidentiality and Non-Use. Each Receiving Party may, without the prior written authorization of the Disclosing Party, disclose the Confidential Information of the Disclosing Party to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order; provided, that, such Receiving Party provides the Disclosing Party with sufficient prior notice, and cooperates with the Disclosing Party (at such Disclosing Party's cost and expense), to allow the Disclosing Party to contest such request, requirement or order. In addition, the Company may disclose (i) the existence of this Agreement; (ii) a general summary of the Services being provided under this Agreement; (iii) the aggregate dollar amount of fees to be paid by the Foundation under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.
10. Use of Trademarks. No Party shall use the name, trademarks, logos, physical likeness or other symbol of the other Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written authorization of the other Party, except that either Party may make reference to the Foundation's funding of the

Services, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described.

Representations, Warranties and Covenants

11. Representations, Warranties and Covenants. The Company represents and warrants and agrees to each of the following:
- (a) Conduct of the Services; Compliance with Law. The Services will be performed using generally accepted industry standards and practices. The Services will be performed in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.
 - (b) Audit; Access. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Company's compliance with this Agreement and (ii) the Company will provide the Foundation and its representatives with reasonable access to the facilities used in the performance of the Services, data and personnel in order to assess the status and progress of the Services being performed by the Company.
 - (c) Services Team. The Services shall only be performed by individuals who have agreed to assign any ownership or other rights they may acquire in any (i) Services Results produced or (ii) Services Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Services to the Company, so that the Company may perform its obligations under this Agreement. The Company shall directly assign or shall cause any such individual to assign any such (A) Services Results produced or (B) Services Intellectual Property conceived, discovered, invented, made or first reduced to practice, in each case in the course of the performance of the Services to the Foundation
 - (d) Consents, Permits and Approvals. The Company has obtained all, and will obtain all future, consents, permits and other approvals necessary for the Company to (i) enter into this Agreement and (ii) perform its obligations and convey the rights granted by the Company under this Agreement.
 - (e) Conflicting Obligations. The Company has not granted any right or entered into any agreement or understanding that conflicts with the Company's obligations or the Foundation's rights under this Agreement. The Company will not grant any right and will not enter into any agreement or understanding that conflicts with the Company's obligations or the Foundation's rights under this Agreement.
 - (f) Intellectual Property.
 - (i) General. The Company owns or has the right to use pursuant to a valid and enforceable, written license, sublicense, agreement or other permission, all

Intellectual Property necessary to perform the Services and the other obligations of the Company under this Agreement, including the right to grant the licenses in Section 8(e)(ii) of this Agreement.

- (ii) Third Party Intellectual Property. The Company's performance of the Services will not infringe upon, violate or misappropriate any Intellectual Property rights of any third party. Without the prior written consent of the Foundation, the Company shall not use or practice any Intellectual Property (A) that is known by the Company to be owned by a third party or (B) which is licensed to the Company (or otherwise subject to restrictions on use known to the Company) in the performance of the Services, if the use or practice of such third party Intellectual Property would be required in order for the Foundation or a Foundation Collaborator (1) use or practice, as the case may be, the Services Deliverables, Services Results and Services Intellectual Property or (2) to exercise the rights granted by the Company under Section 8(e)(ii) of this Agreement.
- (g) Further Assurances. The Company shall (i) execute such further documents, instruments and assurances and (ii) take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Term; Termination; Effect of Termination

12. Term; Termination of Certain Provisions by the Foundation; Termination of Certain Provisions by the Company; Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.

- (a) Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with the terms hereof or by the mutual written agreement of the Parties. **[ALTERNATIVE TERM SECTION: SPECIFIED TERM]** Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue for a period of [____] years unless earlier terminated in accordance with the terms hereof or by the mutual written agreement of the Parties. [Unless either Party provides written notice to the other Party at least [____] days prior to expiration of the Term (or any extension period thereof), the Term (or extension thereof) will automatically extend for a period of [____] year.] **[INCLUDE EVERGREEN PROVISION AS APPLICABLE]**
- (b) Termination of Certain Provisions by the Foundation.
 - (i) Termination with Notice. The Foundation may elect to terminate each of the sections specified in Section 12(d)(i) of this Agreement and discontinue the Company's performance of the Services by giving the

Company at least [____] days prior written notice to such effect to the Company.

- (ii) Termination Upon the Occurrence of Certain Events. The Foundation may, by giving notice to the Company, elect to terminate each of the sections specified in Section 12(d)(i) of this Agreement and discontinue the Company's performance of the Services upon the occurrence and continuation of any of the following events:
 - (A) Breach of this Agreement. If the Company (1) breaches any material representation, warranty or covenant given by it under this Agreement or (2) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Company of notice of such breach or default from the Foundation.
 - (B) Bankruptcy Event. The Company becomes subject to a Bankruptcy Event.
- (c) Termination of Certain Provisions by the Company. The Company may, by giving notice to the Foundation, elect to terminate each of the provisions specified in Section 12(d)(i) of this Agreement and discontinue the Company's performance of the Services upon the occurrence and continuation of any of the following events:
 - (i) Breach of this Agreement. If the Foundation (A) breaches any material representation, warranty or covenant given by it under this Agreement or (B) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Foundation of notice of such breach or default from the Company.
 - (ii) Bankruptcy Event. The Foundation becomes subject to a Bankruptcy Event.
- (d) Termination of Specified Provisions; Survival of Remaining Provisions; Effect of Termination of Certain Provisions.
 - (i) Termination of Specified Provisions; Survival of Remaining Provisions. Immediately upon (A) the expiration of the Term, (B) any election by the Foundation pursuant to Section 12(b) of this Agreement or (C) any election by the Company pursuant to Section 12(c) of this Agreement, each of Section 2, Section 3(a), Section 3(b), Section 4(a)(i), Section 4(b)(i), Section 4(c), Section 5(a), Section 5(b), Section 5(c), Section 6 and Section 24 shall (1) immediately terminate and (2) subject to Section 12(d)(ii) of this Agreement, have no further force or effect. The Parties

hereby acknowledge and agree that in the event of the termination of the provisions specified in this Section 12(d)(i), all other sections and provisions of this Agreement shall survive indefinitely and remain in full force and effect.

(ii) Effect of Termination of Certain Provisions.

- (A) Cessation of the Services. Immediately upon the termination of the provisions specified in Section 12(d)(i) of this Agreement, the Company will immediately cease the performance of the Services.
- (B) Final Services Report; Facilitation of the Continuation of the Services. Immediately upon the termination of the provisions specified in Section 12(d)(i) of this Agreement, the Company will deliver to the Foundation each of the following: (1) a Final Services Report for the period beginning on latest date covered by the last Services Report delivered by the Company through the date of the termination of the provisions specified in Section 12(d)(i) of this Agreement, (2) in accordance with Section 4(a)(iv) of this Agreement, all unused Foundation Provided Materials, (3) in accordance with Section 4(b)(iii) all unused Company Provided Reimbursable Materials and (4) all Services Deliverables and Services Results produced by the Company but not yet delivered to the Foundation through the date of such termination. The Company will, upon the written request of the Foundation and at the cost and expense of the Foundation, use commercially reasonable efforts to facilitate the continuance of the Services elsewhere.
- (C) Foundation's Payment Obligation Upon Termination. The Parties hereby acknowledge and agree that, upon the termination of the provisions specified in Section 12(d)(i) of this Agreement, the Foundation shall, unless the basis for such termination is due to a breach of this Agreement by the Company, only be responsible to make a payment in respect of the Services in an amount equal to a pro rata portion of the Monthly Services Payment through the effective date of the termination of the provisions specified in Section 12(d)(i) of this Agreement (calculated in accordance with Section 6 of this Agreement).
- (D) Liabilities and Obligations Accrued Prior to Termination. The Parties hereby acknowledge and agree that the termination of the provisions specified in Section 12(d)(i) of this Agreement shall not (1) relieve any Party then in breach of this Agreement for any liabilities to the other Party in respect of any breach under this Agreement or (2) relieve either Party from any of the obligations such Party may have under this Agreement to the extent such

obligations accrued prior to the date of such termination or (3) relieve either Party from any of the obligations such Party may have under any of the sections or provisions of this Agreement that expressly survive any such termination.

Miscellaneous

13. Independent Contractor. The Company is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other Party nor shall it represent that it has any authority to make commitments on the other Party's behalf.
14. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, US mail with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by US mail, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the following addresses (or to such other address as may be designated by a notice given in accordance with the provisions of this Section 14):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu, Chief Administrative Officer
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

If to the Company to:

[_____]
[_____]
[_____]

Attention: [____]
Fax: [____]

15. Indemnity; Limitation on Damages.

- (a) Indemnification by the Foundation. The Foundation shall defend and indemnify the Company and its affiliates, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Company Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Company Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Foundation's negligence or willful misconduct; (ii) the Foundation's breach of this Agreement; or (iii) the Company's use, or alleged use, in the performance of the Services of any Foundation Background Intellectual Property, Foundation Provided Materials or Foundation Provided Material Information licensed or provided by the Foundation to the Company for the purpose of performing the Services (but only to the extent such claim does not result from, or arise out of, an action for which the Company is obligated to indemnify the Foundation pursuant to Section 15(b) of this Agreement). For clarity, the Parties hereby agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.
- (b) Indemnification by the Company. The Company shall defend and indemnify the Foundation, the Foundation Collaborators and their respective affiliates, members, directors, officers, employees, representatives, consultants, agents and service providers (collectively, the "Foundation Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Foundation Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (i) the Company's negligence or willful misconduct; (ii) the Company's breach of this Agreement; or (iii) the activities of the Company in the course of the Company's performance of the Services, including activities which infringe upon, violate or misappropriate, or are alleged to infringe upon, violate or misappropriate, the Intellectual Property rights of a third party (but only to the extent such claim does not result from, or arise out of, an action for which the Foundation is obligated to indemnify the Company pursuant to Section 15(a) of this Agreement). For clarity, the Parties hereby agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Company and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.
- (c) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY

CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) A BREACH OF SECTION 9 OF THIS AGREEMENT; (II) DEATH OR PERSONAL INJURY; OR (III) FRAUD.

- (d) Indemnity Amounts. The Parties hereby agree that any amounts owing pursuant to a Party's express indemnity obligations under this Agreement shall not be subject to the limitation on damages restrictions set forth in Section 15(c) of this Agreement.
16. Alternative Dispute Resolution. If a dispute arises out of or relates to this Agreement, or breach thereof, the Parties agree first to try in good faith to settle such dispute, failing which such dispute shall be settled by a single arbitrator in an arbitration in **[New York, NY administered by JAMS under its Comprehensive Arbitration Rules and Procedures]/[London, the United Kingdom, administered by JAMS under its International Arbitration Rules] [SELECT AS APPROPRIATE]**. The Parties shall instruct the arbitrator that the prevailing party of any dispute (as determined by the arbitrator) shall be awarded the reasonable attorneys' fees, costs and other expenses incurred by the prevailing party in the course of the arbitration of such dispute. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential
17. Assignment. The Company may not assign this Agreement without the prior written consent of the Foundation, except to an entity (a) that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) and (b) who agrees, in writing, to assume the Company's obligations under this Agreement. The Company hereby agrees that any entity that acquires all or substantially all of the business of the Company (whether by sale of assets or stock or by merger) shall (i) acquire the Company's interest in the Company Background Intellectual Property and (ii) agree, in writing, to assume the Company's obligations under this Agreement. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.
18. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement or any notice, invoice or other document delivered by a Party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating

to the Services and all prior understandings and agreements relating to the Services are superseded hereby. This Agreement may not be amended except by a document signed by each of the Parties.

19. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
21. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
23. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.
24. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Services Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

COMPANY:

[_____] **[INSERT NAME OF
COMPANY]**

By: _____
Name:
Title:

Appendix A to Services Agreement

(Description of Services)

[____] Services

**[PROVIDE MORE DETAILED DESCRIPTION OF EACH SERVICE SPECIFIED IN
DEFINITION SECTION]**

[____] Services

**[PROVIDE MORE DETAILED DESCRIPTION OF EACH SERVICE SPECIFIED IN
DEFINITION SECTION]**

[____] Services

**[PROVIDE MORE DETAILED DESCRIPTION OF EACH SERVICE SPECIFIED IN
DEFINITION SECTION]**

[____] Services

**[PROVIDE MORE DETAILED DESCRIPTION OF EACH SERVICE SPECIFIED IN
DEFINITION SECTION]**

[____] Services

**[PROVIDE MORE DETAILED DESCRIPTION OF EACH SERVICE SPECIFIED IN
DEFINITION SECTION]**

MATERIAL TRANSFER AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Provider"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Foundation's mission is to rapidly discover and develop drugs that delay or slow the progression of Huntington's disease.

The Provider possesses certain materials useful for the performance of research and development related to Huntington's disease.

The Foundation desires to obtain such materials for the performance of research and development related to Huntington's disease.

The parties hereto desire to set forth certain terms and conditions to govern (a) the transfer of such materials to the Foundation and (b) the use of such materials by the Foundation.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Foundation Collaborators" means those (i) third parties to whom the Foundation grants the right to use the Material or Modifications for HD Research and Development, including any entity collaborating with the Foundation in the conduct of HD Research and Development and/or fee-for-service laboratories or repositories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development and (ii) fee-for-service laboratories providing services on behalf of any such third party described in (i) above.
 - (b) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
 - (c) "Material" means the (i) Original Materials, (ii) Progeny, (iii) Unmodified Derivatives and (iv) any material (e.g., tissue samples, blood, cerebral spinal

fluid, cells, stem cells, etc.) harvested from a material described in (i) through (iii) above. The Material shall not include: (A) Modifications or (B) Other Substances.

- (d) "Modifications" means any substances or modified descendents created by the Foundation or a Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification) which contain/incorporate the Material.
- (e) "Original Materials" means the materials described on Schedule 1.
- (f) "Other Substances" means any substances or modified descendents created by the Foundation or a Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification) which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain/incorporate the Original Materials, Progeny or Unmodified Derivatives).
- (g) "Progeny" means unmodified descendants from the Material produced through Replication.
- (h) "Replication" means cellular division or reproduction.
- (i) "Unmodified Derivatives" means substances created by the Foundation or a Foundation Collaborator which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of the Original Materials; No Warranties; Ownership.

- (a) Provision of the Original Materials; No Warranties.
 - (i) Provision of the Original Materials. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the Provider shall provide to the Foundation (or, as specified by the Foundation in writing to a Foundation Collaborator) **[the amount of each Original Material as is specified on Schedule 1] [MODIFY AS APPROPRIATE]**. The Provider shall deliver the Original Materials to the address specified on Schedule 1 or such other address as the Foundation may specify in writing. **[The Foundation shall reimburse the Provider for the cost of the delivery of the Original Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Original Materials are provided at no cost.]/[The Original Materials are provided subject to the payment of a transmittal fee by the Foundation in the amount of \$[____] (the "Transmittal Fee") which is the Provider's reasonable direct costs**

associated with so providing such Original Materials. The Transmittal Fee shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of an invoice issued by the Provider for the Transmittal Fee (which invoice shall reference the "RecID" number set forth in the footer of this Agreement). Payment of the Transmittal Fee shall be made by check in US Dollars (using the US Dollar exchange rate prevailing on or about the date such check is prepared by the Foundation) and remitted to the Provider at the address set forth in Section 8 of this Agreement.]
[SELECT/MODIFY AS APPROPRIATE]

- (ii) No Warranties. The Original Materials provided to the Foundation hereunder are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

(b) Ownership.

- (i) Ownership of the Material. As between the Provider and the Foundation or any Foundation Collaborator, the Provider shall retain ownership of the Material (including any Material contained or incorporated in any Modification).
- (ii) Ownership of Modifications and Other Substances. As between the Provider and the Foundation or any Foundation Collaborator, the Foundation or Foundation Collaborator, as the case may be, retains ownership of: (A) Modifications (except that the Provider retains ownership rights to any Material contained or incorporated therein) and (B) Other Substances.

3. Non-Exclusive License; Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators; Use of the Material.

- (a) Non-Exclusive License. The Provider hereby grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) make, whether by Replication or otherwise, the Material and (ii) use the Material (including any Material contained or incorporated in any Modification) for the sole purpose of conducting HD Research and Development. [For the avoidance of any doubt, the rights granted under this Section 3(a) shall include the use of the Material (including any Material contained or

incorporated in any Modification) in the breeding of animals, whether within a line or with a line of a different strain or genetic background.] [INCLUDE THIS PROVISION IF THE ORIGINAL MATERIAL IS AN ANIMAL]

- (b) Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators. The Provider (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material (including any Material contained or incorporated in any Modification) shall be stored, handled and distributed on behalf of the Foundation by a Foundation Collaborator engaged by the Foundation to store, handle and distribute the Material (including any Material contained or incorporated in any Modification), (B) the programs of HD Research and Development shall be conducted by one or more Foundation Collaborators and (C) the Material (including any Material contained or incorporated in any Modification) may be transferred, and the rights granted to the Foundation pursuant to Section 3(a) of this Agreement may be sublicensed, to the Foundation Collaborators.
- (c) Use of the Material. The Foundation hereby agrees:
- (i) to use the Material (including any Material contained or incorporated in any Modification) for the sole purpose of conducting HD Research and Development and for no other purpose;
 - (ii) to use the Material (including any Material contained or incorporated in any Modification) in compliance with all applicable laws, rules and regulations;
 - (iii) not to use the Material (including any Material contained or incorporated in any Modification) in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (iv) except as expressly permitted by this Agreement, not to transfer the Material (including any Material contained or incorporated in any Modification) to any third party; and
 - (v) cause each Foundation Collaborator to agree to comply with each of Section 3(c)(i), Section 3(c)(ii), Section 3(c)(iii) and Section 3(c)(iv) of this Agreement.

4. Intellectual Property; Acknowledgements of the Foundation in Respect of Intellectual Property.

- (a) Intellectual Property. The Provider hereby acknowledges and agrees that nothing in this Agreement gives the Provider any ownership interests or intellectual property or other rights in any (i) any Modifications (other than as expressly

provided in Section 2(b)(ii) of this Agreement) or Other Substances or (ii) any results, discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, data or collections of data conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification). The Provider hereby further acknowledges and agrees that the Foundation and Foundation Collaborators are free to file patent application(s) claiming inventions conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification); provided, that, the Foundation agrees, and shall cause each Foundation Collaborator to agree, not to file any patent application containing a composition of matter claim for the Material, per se.

- (b) Acknowledgements of the Foundation in Respect of Intellectual Property. The Foundation acknowledges, and shall cause each Foundation Collaborator to acknowledge, that the Material is, or may be, the subject of a patent application. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to the Foundation or any Foundation Collaborator under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents, patent applications, trade secrets or other proprietary rights of the Provider for any purpose other than HD Research and Development.
5. Acknowledgement of the Source of the Material. The Foundation agrees, and shall cause each Foundation Collaborator to acknowledge and agree, to provide appropriate acknowledgement of the source of the Material in all publications related to HD Research and Development conducted using the Material.
6. Assumption of Liability; Indemnification; Limitation on Damages.
- (a) Assumption of Liability; Indemnification. Except to the extent prohibited by law, the Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. The Provider will not be liable to the Foundation for any loss, claim or demand made by the Foundation or a Foundation Collaborator, or made against the Foundation or a Foundation Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. Except to the extent prohibited by law, the Foundation will defend and indemnify the Provider (and its directors,

officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Provider to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator.

- (b) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) DEATH OR PERSONAL INJURY OR (II) FRAUD.

7. Termination; Effect of Termination; Survival of Certain Provisions.

- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Foundation and such breach is not remedied within 45 days of the receipt by the Foundation of notice of such breach from the Provider.
- (b) Effect of Termination. Upon any termination of this Agreement, the Foundation (i) will immediately discontinue its use of the Material and any Modifications and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications.
- (c) Survival of Certain Provisions. This Section 7 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14 and Section 15 of this Agreement shall survive any termination of this Agreement.

8. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, US mail with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by US mail, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the following addresses (or to such other address as may be designated by a notice given in accordance with the provisions of this Section 8):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

If to the Provider to:

[_____] **[PLEASE PROVIDE CONTACT INFORMATION]**

[_____]

[_____]

Attention: [_____]

Fax: [_____]

9. Assignment. The Foundation may not assign this Agreement without the prior written consent of the Provider, except to an entity (a) that acquires all or substantially all of the business of the Foundation (whether by sale of assets or stock or by merger) and (b) who agrees, in writing or by operation of law, to assume the Foundation's obligations under this Agreement. The Provider may assign this Agreement so long as the assignee expressly assumes in writing the Provider's obligations under this Agreement.
10. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. Any appendices, exhibits or schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement or any notice, invoice or other document delivered by a party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.
11. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by

any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
13. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
15. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
16. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the parties hereto have executed this Material Transfer Agreement as of the date first written above.

PROVIDER:

[_____] [INSERT NAME OF
PROVIDER]

By: _____

Name:

Title:

FOUNDATION:

CHDI Foundation, Inc.

By: _____

Name:

Title:

Schedule 1 to Material Transfer Agreement

(Original Materials)

Item	CHDI #	Description of Original Material	Amount
1			
2			
3			
4			
5			
6			
7			

**[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH ORIGINAL MATERIAL
TO BE PROVIDED]**

Shipping Information/Address:

[_____]

[_____]

[_____]

[_____]

Attention: [_____]

Telephone: [_____]

Email: [_____]

Fax: [_____]

MATERIAL TRANSFER AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Provider"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Foundation's mission is to rapidly discover and develop drugs that delay or slow the progression of Huntington's disease.

The Provider possesses certain materials useful for the performance of research and development related to Huntington's disease.

The Foundation desires to obtain such materials for the performance of research and development related to Huntington's disease.

The parties hereto desire to set forth certain terms and conditions to govern (a) the transfer of such materials to the Foundation and (b) the use of such materials by the Foundation.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Foundation Collaborators" means those (i) third parties to whom the Foundation grants the right to use the Material or Modifications for HD Research and Development, including any entity collaborating with the Foundation in the conduct of HD Research and Development and/or fee-for-service laboratories or repositories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development and (ii) fee-for-service laboratories providing services on behalf of any such third party described in (i) above.
 - (b) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
 - (c) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement,

work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection, conceived, discovered, invented, made or first reduced to practice in the course of the Foundation's or a Foundation Collaborator's performance of HD Research and Development using the Material.

- (d) "Material" means the (i) Original Materials, (ii) Progeny, (iii) Unmodified Derivatives and (iv) any material (e.g., tissue samples, blood, cerebral spinal fluid, cells, stem cells, etc.) harvested from a material described in (i) through (iii) above. The Material shall not include: (A) Modifications or (B) Other Substances.
- (e) "Modifications" means any substances or modified descendants created by the Foundation or a Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification) which contain/incorporate the Material.
- (f) "Original Materials" means the materials described on Schedule 1.
- (g) "Other Substances" means any substances or modified descendants created by the Foundation or a Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification) which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain/incorporate the Original Materials, Progeny or Unmodified Derivatives).
- (h) "Progeny" means unmodified descendants from the Material produced through Replication.
- (i) "Provider Collaborators" means those third party fee-for-service laboratories providing services on behalf of the Provider.
- (j) "Replication" means cellular division or reproduction.
- (k) "Results" means all data, formulae, outcomes or other results produced in the course of the Foundation's or a Foundation Collaborator's performance of HD Research and Development using the Material.
- (l) "Unmodified Derivatives" means substances created by the Foundation or a Foundation Collaborator which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of the Original Materials; No Warranties; Ownership.

- (a) Provision of the Original Materials; No Warranties.

- (i) Provision of the Original Materials. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the Provider shall provide to the Foundation (or, as specified by the Foundation in writing to a Foundation Collaborator) [the amount of each Original Material as is specified on Schedule 1] [MODIFY AS APPROPRIATE]. The Provider shall deliver the Original Materials to the address specified on Schedule 1 or such other address as the Foundation may specify in writing. [The Foundation shall reimburse the Provider for the cost of the delivery of the Original Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Original Materials are provided at no cost.]/[The Original Materials are provided subject to the payment of a transmittal fee by the Foundation in the amount of \$[_____] (the "Transmittal Fee") which is the Provider's reasonable direct costs associated with so providing such Original Materials. The Transmittal Fee shall be due and payable by the Foundation within 30 days of the date of the receipt by the Foundation of an invoice issued by the Provider for the Transmittal Fee (which invoice shall reference the "RecID" number set forth in the footer of this Agreement). Payment of the Transmittal Fee shall be made by check in US Dollars (using the US Dollar exchange rate prevailing on or about the date such check is prepared by the Foundation) and remitted to the Provider at the address set forth in Section 9 of this Agreement.] [SELECT/MODIFY AS APPROPRIATE]
(ii) No Warranties. The Original Materials provided to the Foundation hereunder are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

(b) Ownership.

- (i) Ownership of the Material. As between the Provider and the Foundation or any Foundation Collaborator, the Provider shall retain ownership of the Material (including any Material contained or incorporated in any Modification).
(ii) Ownership of Modifications and Other Substances. As between the Provider and the Foundation or any Foundation Collaborator, the Foundation or Foundation Collaborator, as the case may be, retains

ownership of: (A) Modifications (except that the Provider retains ownership rights to any Material contained or incorporated therein) and (B) Other Substances.

3. Non-Exclusive License; Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators; Use of the Material.
- (a) Non-Exclusive License. The Provider hereby grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) make, whether by Replication or otherwise, the Material and (ii) use the Material (including any Material contained or incorporated in any Modification) for the sole purpose of conducting HD Research and Development. **[For the avoidance of any doubt, the rights granted under this Section 3(a) shall include the use of the Material (including any Material contained or incorporated in any Modification) in the breeding of animals, whether within a line or with a line of a different strain or genetic background.] [INCLUDE THIS PROVISION IF THE ORIGINAL MATERIAL IS AN ANIMAL]**
- (b) Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators. The Provider (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material (including any Material contained or incorporated in any Modification) shall be stored, handled and distributed on behalf of the Foundation by a Foundation Collaborator engaged by the Foundation to store, handle and distribute the Material (including any Material contained or incorporated in any Modification), (B) the programs of HD Research and Development shall be conducted by one or more Foundation Collaborators and (C) the Material (including any Material contained or incorporated in any Modification) may be transferred, and the rights granted to the Foundation pursuant to Section 3(a) of this Agreement may be sublicensed, to the Foundation Collaborators.
- (c) Use of the Material. The Foundation hereby agrees:
- (i) to use the Material (including any Material contained or incorporated in any Modification) for the sole purpose of conducting HD Research and Development and for no other purpose;
 - (ii) to use the Material (including any Material contained or incorporated in any Modification) in compliance with all applicable laws, rules and regulations;
 - (iii) not to use the Material (including any Material contained or incorporated in any Modification) in human subjects, in clinical trials or for diagnostic purposes involving human subjects;

- (iv) except as expressly permitted by this Agreement, not to transfer the Material (including any Material contained or incorporated in any Modification) to any third party; and
- (v) cause each Foundation Collaborator to agree to comply with each of Section 3(c)(i), Section 3(c)(ii), Section 3(c)(iii) and Section 3(c)(iv) of this Agreement.

4. Intellectual Property; Acknowledgements of the Foundation in Respect of Intellectual Property.

- (a) Intellectual Property. The Provider hereby acknowledges and agrees that nothing in this Agreement gives the Provider any ownership interests or intellectual property or other rights in any (i) any Modifications (other than as expressly provided in Section 2(b)(ii) of this Agreement) or Other Substances or (ii) any results, discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, data or collections of data conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification). The Provider hereby further acknowledges and agrees that the Foundation and Foundation Collaborators are free to file patent application(s) claiming inventions conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material (including any Material contained or incorporated in any Modification); provided, that, the Foundation agrees, and shall cause each Foundation Collaborator to agree, not to file any patent application containing a composition of matter claim for the Material, per se.
- (b) Acknowledgements of the Foundation in Respect of Intellectual Property. The Foundation acknowledges, and shall cause each Foundation Collaborator to acknowledge, that the Material is, or may be, the subject of a patent application. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to the Foundation or any Foundation Collaborator under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents, patent applications, trade secrets or other proprietary rights of the Provider for any purpose other than HD Research and Development.

5. Acknowledgement of the Source of the Material. The Foundation agrees, and shall cause each Foundation Collaborator to acknowledge and agree, to provide appropriate

acknowledgement of the source of the Material in all publications related to HD Research and Development conducted using the Material.

6. Delivery of the Results to the Provider; Disclosure of Intellectual Property; Non-Exclusive License to Use Results and Intellectual Property; No Warranties; Confidential Information, Confidentiality and Non-Use; Use by Representatives; Exceptions to Confidentiality and Non-Use.
- (a) Delivery of the Results to the Provider. The Foundation shall inform the Provider of, and deliver, a written or electronic copy of the Results to the Provider within a reasonable period of time following the production of the Results.
 - (b) Disclosure of Intellectual Property. If the Foundation believes any Intellectual Property is conceived, discovered, invented, made or first reduced to practice in the course of the Foundation's or a Foundation Collaborator's performance of HD Research and Development using the Material, the Foundation shall notify the Provider of such Intellectual Property.
 - (c) Non-Exclusive License to Use Results and Intellectual Property. The Foundation hereby grants, and shall cause each Foundation Collaborator to grant, to the Provider (i) a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to use the Results, and to practice any Intellectual Property, in each case for the sole purpose of conducting HD Research and Development and (ii) the right to sublicense the rights granted to the Provider pursuant to this Section 6(c) to one or more Provider Collaborators. The Provider hereby agrees that each Provider Collaborator granted a sublicense under this Agreement shall have entered into a sublicense agreement with the Provider which requires such Provider Collaborator to use or practice, as the case may be, the sublicensed rights in accordance with this Section 6. The Provider hereby further agrees to terminate any such sublicense agreement if, to the knowledge of the Provider, a Provider Collaborator has (A) materially breached any representation, warranty or covenant given by it under such sublicense agreement or (B) materially defaulted in the performance of any of its obligations under such sublicense agreement and such breach or default is not remedied within 60 days of the receipt by such sublicensee of notice of such breach or default from the Provider.
 - (d) No Warranties. THE RESULTS AND INTELLECTUAL PROPERTY ARE PROVIDED "AS-IS" AND THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE RESULTS AND INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

- (e) Confidential Information, Confidentiality and Non-Use; Use by Representatives; Exceptions to Confidentiality and Non-Use.
- (i) Confidential Information, Confidentiality and Non-Use. The Provider agrees that all Results and Intellectual Property shall be deemed confidential and proprietary information of the Foundation (hereinafter referred to as the "Confidential Information"); provided, however, specifically excepted from Confidential Information is all information that the Provider can demonstrate by written records (A) to have been known by, or in the possession of, the Provider prior to the disclosure of such Confidential Information to the Provider; (B) has, after disclosure of such Confidential Information to the Provider, become known to the Provider through a third party who is not known by the Provider to be under any obligation of confidentiality to the Foundation; (C) to have been part of the public domain or publicly known at the time of the disclosure of such Confidential Information to the Provider; (D) has, after disclosure of such Confidential Information to the Provider, become part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the Provider; or (E) to have been independently developed by the Provider without reference to, or reliance upon, such Confidential Information. The Provider shall treat the Confidential Information in the same manner, and with the same level of care (but, in no event, with less than a reasonable level of care), as the Provider treats its own confidential or proprietary information. Without limiting the generality of the foregoing, and except to the extent expressly permitted by this Agreement, the Provider shall not, without the prior written consent of the Foundation, (1) disclose, reveal, report, publish or give the Confidential Information to any third party or (2) use the Confidential Information for any purpose.
- (ii) Use by Representatives. Except as expressly permitted by this Agreement, the Provider shall limit disclosure of the Confidential Information to those of its affiliates, directors, officers, employees, representatives, consultants, agents, service providers and advisors (including scientific advisors, legal counsel, etc.) and Provider Collaborators (collectively, "representatives") who (A) have a need to know such Confidential Information to enable the Provider to perform its obligations or exercise its rights under this Agreement, (B) have similar, but no less burdensome, obligations of confidentiality and non-use to those contained in this Agreement and (C) have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. The Provider shall a)) direct its representatives not to disclose the Confidential Information to any person or entity, except as expressly permitted under this Agreement and b) be responsible for any

breach by its representatives of the obligations under this Agreement relating to Confidential Information.

- (iii) Exceptions to Confidentiality and Non-Use. The Provider may, without the prior written authorization of the Foundation, disclose the Confidential Information to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order; provided, that, the Provider provides the Foundation with sufficient prior notice, and cooperates with the Foundation (at such Foundation's cost and expense), to allow the Foundation to contest such request, requirement or order.

7. Assumption of Liability; Indemnification; Limitation on Damages.

- (a) Assumption of Liability; Indemnification. Except to the extent prohibited by law, the Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. The Provider will not be liable to the Foundation for any loss, claim or demand made by the Foundation or a Foundation Collaborator, or made against the Foundation or a Foundation Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. Except to the extent prohibited by law, the Foundation will defend and indemnify the Provider (and its directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Provider to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator.
- (b) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) DEATH OR PERSONAL INJURY OR (II) FRAUD.

8. Termination; Effect of Termination; Survival of Certain Provisions.

- (a) Termination.
 - (i) Termination by the Provider. The Provider may, by giving notice to the Foundation, elect to terminate this Agreement if the Foundation (A)

breaches any material representation, warranty or covenant given by it under this Agreement or (B) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Foundation of notice of such breach or default from the Provider.

- (ii) Termination by the Foundation. The Foundation may, by giving notice to the Provider, elect to terminate this Agreement if the Provider (A) breaches any material representation, warranty or covenant given by it under this Agreement or (B) defaults in the performance of any of its material obligations under this Agreement and such breach or default is not remedied within 45 days of the receipt by the Provider of notice of such breach or default from the Foundation.

(b) Survival of Certain Provisions.

- (i) Survival Upon a Termination of this Agreement by the Provider. Upon any termination of this Agreement by the Provider pursuant to Section 8(a)(i) of this Agreement, this Section 8 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 7, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15 and Section 16 of this Agreement shall survive any termination of this Agreement.
- (ii) Survival Upon a termination of this Agreement by the Foundation. Upon any termination of this Agreement by the Foundation pursuant to Section 8(a)(ii) of this Agreement, this Section 8 and each of Section 1, Section 2(b), Section 3, Section 4, Section 5, Section 7, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15 and Section 16 of this Agreement shall survive any termination of this Agreement.

(c) Effect of Termination.

- (i) Effect of Termination Upon a Termination of this Agreement by the Provider. Upon any termination of this Agreement by the Provider pursuant to Section 8(a)(i) of this Agreement, the Foundation (A) will immediately discontinue its use of the Material and any Modifications and (B) will immediately and appropriately destroy or discard any remaining Material and any Modifications.
- (ii) Effect of Termination Upon a Termination of this Agreement by the Provider. Upon any termination of this Agreement by the Foundation pursuant to Section 8(a)(ii) of this Agreement, the Provider (A) will immediately discontinue its use of the Results party (including any memoranda and reports of the Provider which incorporate the Results) and (B) will immediately return the Results (and any copies thereof) to the Foundation.

9. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, US mail with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by US mail, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the following addresses (or to such other address as may be designated by a notice given in accordance with the provisions of this Section 9):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David Rankin, Chief Legal Officer
Fax: 212-239-2101

If to the Provider:

[_____] **[PLEASE PROVIDE CONTACT INFORMATION]**

[_____]

[_____]

Attention: [_____]

Fax: [_____]

10. Assignment. The Foundation may not assign this Agreement without the prior written consent of the Provider, except to an entity (a) that acquires all or substantially all of the business of the Foundation (whether by sale of assets or stock or by merger) and (b) who agrees, in writing or by operation of law, to assume the Foundation's obligations under this Agreement. The Provider may assign this Agreement so long as the assignee expressly assumes in writing the Provider's obligations under this Agreement.
11. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. Any appendices, exhibits or schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or

schedule attached to this Agreement or any notice, invoice or other document delivered by a party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.

12. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
14. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
16. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.
17. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the parties hereto have executed this Material Transfer Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

PROVIDER:

[_____] **[INSERT NAME OF THE
PROVIDER**

By: _____
Name:
Title:

Schedule 1 to Material Transfer Agreement

(Original Materials)

Item	Description of Original Material	Amount
1		
2		
3		
4		
5		
6		
7		

**[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH ORIGINAL MATERIAL
TO BE PROVIDED]**

Shipping Information/Address:

[____]

[____]

[____]

[____]

Attention: [____]

Telephone: [____]

Email: [____]

Fax: [____]

COMPOUND TESTING AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

COMPOUND TESTING AGREEMENT (this "Agreement"), dated as of [____], 20[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments, cures and preventions of Huntington disease ("HD") and has access to a variety of relevant research tools including in vitro and in vivo assays and animal models.

The Company possesses certain (a) samples of the chemical compound(s) identified on Schedule A attached hereto (the "Material") and (b) proprietary information related to the Material (the "Information"), which Information may include the chemical structure of the Material.

The Foundation desires to obtain access to, and use of, the Material and the Information for the sole purpose of evaluating the usefulness of the Material as a possible therapy for HD through sponsoring one or more programs of HD Research and Development (as defined in Section 1 of this Agreement) (collectively, the "Studies").

Subject to the terms of this Agreement, the Company is willing to provide the Material and the Information to the Foundation.

Now, therefore, in consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
 - (a) "Confidential Information" shall mean the Information and the Study Results. Specifically excepted from Confidential Information is all Information or Study Results that the Foundation can demonstrate by written evidence: (i) were previously known by the Foundation other than by reason of (A) in the case of the Information, disclosure by or on behalf of the Company and (B) in the case of the Study Results, disclosure by or on behalf of the Company or a Foundation Collaborator conducting the Study from which such Study Results were generated; (ii) are publicly disclosed except by breach of this Agreement either prior to or subsequent to the Foundation's receipt of such Information or Study Results; (iii) are rightfully received by the Foundation from a third party (other than, in the case of the Study Results, a Foundation Collaborator conducting the Study from which such Study Results were generated) without an obligation of confidence to the Company; (iv) are independently developed by the Foundation without use or reliance upon the Materials, Information or Study Results; (v) in

the case of the Information, were provided to the Foundation by or on behalf of the Company more than five years prior to disclosure by the Foundation; and (vi) in the case of the Study Results, were provided to the Company by the Foundation more than five years prior to disclosure by the Foundation.

- (b) "Foundation Collaborators" means those third parties collaborating with the Foundation in the conduct of HD Research and Development and/or fee for service laboratories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development.
- (c) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
- (d) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection.
- (e) "Material Repositories" means those third party fee-for-services material repositories which the Foundation has engaged and granted the right to store, handle and distribute materials on behalf, and at the direction, of the Foundation.
- (f) "Study Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection conceived, discovered, invented, made or first reduced to practice in the course of the conduct of the Studies that relates to the Material, the Information or the Study Results.
- (g) "Study Results" shall mean any information, data, outcomes or other results made in the course of or resulting from the conduct of the Studies that relates to the Material or Information.

2. Provision of Material; Return of Material and Information.

- (a) Provision of Material. Upon execution of this Agreement by the parties hereto, the Company will provide to the Foundation (or, as designated by the Foundation, to

a Material Repository (as defined in Section 5 of this Agreement) or Foundation Collaborator) the amount of the Material as set forth on Schedule A. The Company hereby represents and warrants that it has the legal right to provide the Material and the Information to the Foundation as contemplated hereunder.

- (b) Return of Material and Information. Upon completion of the Studies, the Foundation shall, at the request of the Company, return or destroy, or cause to be returned or destroyed, the unused amount of the Material provided to the Foundation by the Company and any copies or tangible embodiments of Information.
3. Non-Exclusive License. The Company hereby grants to the Foundation a non-exclusive, non-transferable, paid-up license throughout the world to use the Material and any Information, and to practice any Intellectual Property owned or controlled by the Company that is related to, or necessary to use, such Material, in each case for the sole purpose of conducting the Studies. The Foundation may sublicense the foregoing limited rights only to the Foundation Collaborators.
4. Use of the Material and Information. The Foundation agrees:
- (a) to use the Material and Information for the Studies only;
 - (b) except with the prior written consent of the Company, to provide the Material to the Foundation Collaborators and any Material Repositories on a "blinded" basis (i.e. neither the [source,] **[DELETE IF COMPANY DOES NOT DESIRE TO KEEP IDENTITY CONFIDENTIAL]** identity, structure or properties (chemical, biochemical, physical, biological or other properties (other than the [source] **[INCLUDE IF COMPANY DOES NOT DESIRE TO KEEP IDENTITY CONFIDENTIAL]** or molecular weight)) of the Material shall be disclosed to the Foundation Collaborators or any Material Repositories);
 - (c) to use the Material and the Information in compliance with all applicable laws and regulations;
 - (d) not to use the Material in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (e) except as expressly permitted by this Agreement, not to analyze or attempt to analyze the Material for its chemical or physical composition or to alter, combine, or in any way modify the Material without the prior written consent of the Company;
 - (f) except as expressly permitted by this Agreement, not to transfer the Material or the Information to any third party; and

- (g) cause each Foundation Collaborator to comply with each of Section 4(a), Section 4(c), Section 4(d), Section 4(e) and Section 4(f) of this Agreement.
5. Conduct of the Studies at Foundation Collaborators; Storage of Material at Material Repositories; No Obligation to Conduct Studies; Costs of the Studies.
- (a) Conduct of the Studies at Foundation Collaborators; Storage of Material at Material Repositories. The Company (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material shall be stored, handled and distributed on behalf of the Foundation by one or more of the Foundation's Material Repositories, (B) the Studies shall be conducted at one or more of the Foundation Collaborators and (C) the Material may be transferred, and, with the prior written consent of the Company, the Information may be disclosed (subject to the restrictions of Section 4(b) of this Agreement), to (1) the Material Repositories to the extent necessary for, and for the sole purpose of, storing, handling and distributing the Material to the Foundation Collaborators and (2) the Foundation Collaborators for the sole purpose of conducting the Studies.
- (b) No Obligation to Conduct Studies. Nothing in this Agreement obliges or shall be construed as obliging the Foundation to conduct or complete any of the Studies. The Foundation may, at any time and in its sole discretion, terminate its conduct of any or all of the Studies.
- (c) Costs of the Studies. For the avoidance of doubt, the Studies will be performed at the sole cost of the Foundation.
6. Notice of Study Results. With respect to each Study, the Foundation shall provide the Company with reasonably detailed report(s) setting forth all of the Study Results (each, a "Study Report") within 30 days following the completion or earlier termination of such Study). The Company hereby acknowledges and agrees that (a) the Foundation shall have the right to retain a copy of each Study Report and all Study Results and (b) so long as no Study Results are disclosed to any third party, the Foundation may use the Study Results to make decisions as to whether or not to fund scientific research. THE STUDY RESULTS AND STUDY INTELLECTUAL PROPERTY ARE BEING PROVIDED BY THE FOUNDATION ON AN "AS IS" BASIS AND, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE FOUNDATION SET FORTH IN THIS AGREEMENT, THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STUDY RESULTS OR STUDY INTELLECTUAL PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE STUDY RESULTS OR STUDY INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

7. Ownership; Further Agreements.
- (a) Ownership of Material, Information, Study Intellectual Property and Study Results. The Company hereby represents and warrants that it has the legal right to provide the Material and the Information to the Foundation as contemplated hereunder. The Foundation hereby acknowledges and agrees that as between the Company, on the one hand, and the Foundation, the Material Repositories and the Foundation Collaborators, on the other hand, (i) the Company retains ownership of the Material and Information and (ii) the Company shall be the sole owner of the Study Intellectual Property and Study Results, and shall have the sole right to file and prosecute all patent applications and patents with respect to, the Study Intellectual Property. Upon the written request of the Company, the Foundation shall, and shall cause the Foundation Collaborators to, execute all documents and do all other acts and things as may be reasonably necessary in order to vest fully and effectively in the Company all the rights described in (ii) above in and to all such Study Intellectual Property and Study Results; provided, that, the Company shall pay for all reasonable costs and expenses incurred by the Foundation or a Foundation Collaborator, as the case may be, in connection with complying with any such request of the Company. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees that nothing in this Agreement or in any agreement between the Foundation and a Material Repository or a Foundation Collaborator relating to a Study gives, or will give, the Foundation, a Material Repository or a Foundation Collaborator any ownership interests or other interests in the Material, the Information, the Study Intellectual Property or the Study Results.
- (b) Further Agreements. Nothing in this Agreement obligates the Foundation or the Company to enter into any further agreements relating to the Material, the Information, the Study Intellectual Property or the Study Results.
8. No Warranty. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED BY THE COMPANY IN THIS AGREEMENT, THE MATERIAL AND THE INFORMATION ARE BEING PROVIDED BY THE COMPANY ON AN "AS IS" BASIS AND THE COMPANY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIAL OR THE INFORMATION, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE MATERIAL OR INFORMATION WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.
9. Confidentiality and Non-Use. The Foundation shall treat the Confidential Information in the same manner as it would treat its own confidential or proprietary information. Without limiting the generality of the foregoing, and except to the extent expressly permitted by the terms and conditions of this Agreement, the Foundation shall not (a) disclose the Confidential Information to any third party or (b) use the Confidential

Information for any purpose without the prior written consent of the Company. Notwithstanding the foregoing obligations of confidentiality and non-use, the Foundation may disclose Confidential Information to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Foundation provides the Company with sufficient prior notice, and cooperates with the Company (at the Company's cost and expense), to allow the Company to contest such request, requirement or order. The Foundation shall ensure that any Material Repositories or Foundation Collaborators given access to any Confidential Information shall be bound by confidentiality and non-use obligations at least as restrictive as those set forth in this Section 9.

10. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

If to the Company to:

[_____]

[_____]

[_____]

Attention: [_____]

Fax: [_____]

11. Assignment. Neither party hereto may assign this Agreement without the written consent of the other party, except that the Company may assign this Agreement without the prior written consent of the Foundation to a successor of all or substantially all of the business of the Company to which this Agreement relates (whether by merger, sale of stock, sale of assets or other similar transaction). Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.
13. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
15. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Compound Testing Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

COMPANY:

[_____] **[INSERT FULL LEGAL
NAME OF COMPANY]**

By: _____
Name:
Title:

Schedule A to Compound Testing Agreement

(Description of Material)

<u>Item</u>	<u>CHDI #</u>	<u>Description of Material</u>	<u>Amount</u>
1			
2			
3			
4			
5			
6			
7			

**[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH ORIGINAL MATERIAL
TO BE PROVIDED]**

Shipping Information/Address:

[____]

[____]

[____]

[____]

Attention: [____]

Telephone: [____]

Email: [____]

Fax: [____]

COMPOUND TESTING AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

COMPOUND TESTING AGREEMENT (this "Agreement"), dated as of [____], 20[____] (the "Effective Date"), by and between [____], a [____] corporation (the "Company"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments, cures and preventions of Huntington disease ("HD") and has access to a variety of relevant research tools including in vitro and in vivo assays and animal models.

The Company possesses certain (a) samples of the chemical compound(s) identified on Schedule A attached hereto (the "Material") and (b) proprietary information related to the Material (the "Information"), which Information may include the chemical structure of the Material.

The Foundation desires to obtain access to, and use of, the Material and the Information for the sole purpose of evaluating the usefulness of the Material as a possible therapy for HD through sponsoring one or more programs of HD Research and Development (as defined in Section 1 of this Agreement) (collectively, the "Studies").

Subject to the terms of this Agreement, the Company is willing to provide the Material and the Information to the Foundation.

Now, therefore, in consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:
 - (a) "Background Intellectual Property" means, with respect to a party hereto, (i) all Intellectual Property (A) owned or licensed by such party as of the Effective Date or (B) acquired or licensed by such party from a third party (other than the other party hereto or the other party's affiliates) after the Effective Date and (ii) all Intellectual Property conceived, discovered, invented, made or first reduced to practice by, or on behalf of, such party on or after the Effective Date, in each case with respect to the Foundation only, other than any such Intellectual Property that constitutes Study Intellectual Property.
 - (b) "Confidential Information" shall mean the Information, the Study Results and the Tissue Tests Results. Specifically excepted from Confidential Information is all Information, Study Results or Tissue Tests Results that the Foundation can demonstrate by written evidence: (i) were previously known by the Foundation other than by reason of (A) in the case of the Information and the Tissue Tests

Results, disclosure by or on behalf of the Company and (B) in the case of the Study Results, disclosure by or on behalf of the Company or a Foundation Collaborator conducting the Study from which such Study Results were generated; (ii) are publicly disclosed except by breach of this Agreement either prior to or subsequent to the Foundation's receipt of such Information, Study Results or Tissue Tests Results; (iii) are rightfully received by the Foundation from a third party (other than, in the case of the Study Results, a Foundation Collaborator conducting the Study from which such Study Results were generated) without an obligation of confidence to the Company; or (iv) are independently developed by the Foundation without use or reliance upon the Materials, Information, Study Results or Tissue Tests Results.

- (c) "Foundation Collaborators" means those third parties collaborating with the Foundation in the conduct of HD Research and Development and/or fee for service laboratories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development.
- (d) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
- (e) "Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection.
- (f) "Material Repositories" means those third party fee-for-services material repositories which the Foundation has engaged and granted the right to store, handle and distribute materials on behalf, and at the direction, of the Foundation.
- (g) "Study Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, work of authorship, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data, whether patentable or not, or susceptible to copyright or any other form of legal protection conceived, discovered, invented, made or first reduced to practice in the course of the conduct of the Studies that relates to the Material, the Information or the Study Results.

- (h) "Study Results" shall mean any information, data, outcomes or other results made in the course of or resulting from the conduct of the Studies that relates to the Material or Information.
- (i) "Study Tissues" all tissue or other material samples described in Schedule B attached hereto that are generated by the Foundation Collaborators in the course of the conduct of the Studies and to be provided by the Foundation to the Company subject to, and in accordance with, this Agreement.
- (j) "Tissue Tests" means, with respect to each Study Tissue, the programs of HD Research and Development described in Appendix 1 attached hereto to be performed by the Company in respect of such Study Tissue.
- (k) "Tissue Tests Intellectual Property" means any Intellectual Property conceived, discovered, invented, made or first reduced to practice in the course of the conduct of the Tissue Tests.
- (l) "Tissue Tests Results" means any information, data, outcomes or other results made in the course of or resulting from the conduct of the Tissue Tests.

2. Provision of Material; No Warranty; Return of Material and Information.

- (a) Provision of Material; No Warranty.
 - (i) Provision of Material. Upon execution of this Agreement by the parties hereto, the Company will provide to the Foundation (or, as designated by the Foundation, to a Material Repository (as defined in Section 5 of this Agreement) or Foundation Collaborator) the amount of the Material as set forth on Schedule A. The Company hereby represents and warrants that it has the legal right to provide the Material and the Information to the Foundation as contemplated hereunder. **[The Foundation shall reimburse the Company for the cost of the delivery of the Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Materials are provided at no cost.]/[The Materials are provided subject to the payment of a transmittal fee by the Foundation in the amount of \$[_____] (the "Transmittal Fee") which is the Company's reasonable direct costs associated with so providing such Materials. The Transmittal Fee shall be due and payable by the Foundation within 45 days of the date of the receipt by the Foundation of an invoice issued by the Company for the Transmittal Fee (which invoice shall reference the "RecID" number set forth in the footer of this Agreement). Payment of the Transmittal Fee shall be made by check in US Dollars (using the US Dollar exchange rate prevailing on or about the date such check is prepared by the Foundation) and remitted to the Company at the**

address set forth in Section 9 of this Agreement.] [SELECT/MODIFY
AS APPROPRIATE]

- (ii) No Warranty. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED BY THE COMPANY IN THIS AGREEMENT, THE MATERIAL AND THE INFORMATION ARE BEING PROVIDED BY THE COMPANY ON AN "AS IS" BASIS AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIAL OR THE INFORMATION, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE MATERIAL OR INFORMATION WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.
(b) Return of Material and Information. Upon completion of the Studies, the Foundation shall, at the request of the Company, return or destroy, or cause to be returned or destroyed, the unused amount of the Material provided to the Foundation by the Company and any copies or tangible embodiments of Information.
3. Non-Exclusive License. The Company hereby grants to the Foundation a non-exclusive, non-transferable, paid-up license throughout the world to use the Material and any Information, and to practice any Intellectual Property owned or controlled by the Company that is related to, or necessary to use, such Material, in each case for the sole purpose of conducting the Studies. The Foundation may sublicense the foregoing limited rights only to the Foundation Collaborators.
4. Use of the Material and Information. The Foundation agrees:
(a) to use the Material and Information for the Studies only;
(b) except with the prior written consent of the Company, to provide the Material to the Foundation Collaborators and any Material Repositories on a "blinded" basis (i.e. neither the [source,] [DELETE IF COMPANY DOES NOT DESIRE TO KEEP IDENTITY CONFIDENTIAL] identity, structure or properties (chemical, biochemical, physical, biological or other properties (other than the [source] [INCLUDE IF COMPANY DOES NOT DESIRE TO KEEP IDENTITY CONFIDENTIAL], molecular weight or other property necessary to conduct the Studies)) of the Material shall be disclosed to the Foundation Collaborators or any Material Repositories);
(c) to use the Material and the Information in compliance with all applicable laws and regulations;

- (d) not to use the Material in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (e) except as expressly permitted by this Agreement, not to analyze or attempt to analyze the Material for its chemical or physical composition or to alter, combine, or in any way modify the Material without the prior written consent of the Company;
 - (f) except as expressly permitted by this Agreement, not to transfer the Material or the Information to any third party; and
 - (g) cause each Foundation Collaborator to comply with each of Section 4(a), Section 4(c), Section 4(d), Section 4(e) and Section 4(f) of this Agreement.
5. Conduct of the Studies at Foundation Collaborators; Storage of Material at Material Repositories; No Obligation to Conduct Studies; Costs of the Studies and Tissues Tests.
- (a) Conduct of the Studies at Foundation Collaborators; Storage of Material at Material Repositories. The Company (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material shall be stored, handled and distributed on behalf of the Foundation by one or more of the Foundation's Material Repositories, (B) the Studies shall be conducted at one or more of the Foundation Collaborators and (C) the Material may be transferred, and, with the prior written consent of the Company, the Information may be disclosed (subject to the restrictions of Section 4(b) of this Agreement), to (1) the Material Repositories to the extent necessary for, and for the sole purpose of, storing, handling and distributing the Material to the Foundation Collaborators and (2) the Foundation Collaborators for the sole purpose of conducting the Studies.
 - (b) No Obligation to Conduct Studies. Nothing in this Agreement obliges or shall be construed as obliging the Foundation to conduct or complete any of the Studies. The Foundation may, at any time and in its sole discretion, terminate its conduct of any or all of the Studies.
 - (c) Costs of the Studies. For the avoidance of doubt, the Studies will be performed at the sole cost of the Foundation.
6. Notice of Study Results; Provision of Study Tissues; Use of Study Tissues; No Warranty.
- (a) Notice of Study Results. With respect to each Study, the Foundation shall provide the Company with reasonably detailed report(s) setting forth all of the Study Results (each, a "Study Report") within 30 days following the completion or earlier termination of such Study). The Company hereby acknowledges and agrees that (a) the Foundation shall have the right to retain a copy of each Study

Report and all Study Results and (b) so long as no Study Results are disclosed to any third party, the Foundation may use the Study Results to make decisions as to whether or not to fund scientific research. THE STUDY RESULTS AND STUDY INTELLECTUAL PROPERTY ARE BEING PROVIDED BY THE FOUNDATION ON AN "AS IS" BASIS AND, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE FOUNDATION SET FORTH IN THIS AGREEMENT, THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STUDY RESULTS OR STUDY INTELLECTUAL PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE STUDY RESULTS OR STUDY INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

(b) Provision of Study Tissues; No Warranties; Use of Study Tissues:

- (i) Provision of the Study Tissues. With respect to each Study, the Foundation shall provide to the Company the Study Tissues within 30 days following the completion or earlier termination of such Study. The Foundation shall deliver the Study Tissues to the address specified on Schedule B attached hereto or such other address as the Company may specify in writing.
- (ii) No Warranty. THE STUDY TISSUES ARE BEING PROVIDED BY THE FOUNDATION ON AN "AS IS" BASIS AND THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STUDY TISSUES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE STUDY TISSUES WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.
- (iii) Use of Study Tissues; Notice of Tissue Tests Results; Costs of the Tissues Tests.

(A) Use of Study Tissues. The Company agrees:

- (1) to use the Study Tissues for the Tissue Tests only and for no other purpose;
- (2) to use the Study Tissues in compliance with all applicable laws and regulations;

- (3) not to use the Study Tissues in human subjects, in clinical trials or for diagnostic purposes involving human subjects;
 - (4) not to transfer the Study Tissues to any third party; and
 - (5) that, except and only to the extent necessary for the Company to use the Study Tissues in the Tissue Tests, the Company is not granted any license, express or implied, under or to any patents, patent applications, trade secrets or other intellectual property rights.
- (B) Notice of Tissue Tests Results. With respect to each Tissue Test, the Company shall provide the Foundation with reasonably detailed report(s) setting forth all of the Tissue Tests Results in the course of the conduct of such Tissue Test (each, a "Tissue Test Report") within 30 days following the completion or earlier termination of such Tissue Test. The Company hereby acknowledges and agrees that (1) the Foundation shall have the right to retain a copy of each Tissue Test Report and all Tissue Tests Results and (2) so long as no Tissue Tests Results are disclosed to any third party, the Foundation may use the Tissue Tests Results to make decisions as to whether or not to fund scientific research. THE TISSUE TEST RESULTS ARE BEING PROVIDED BY THE COMPANY ON AN "AS IS" BASIS AND, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE COMPANY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TISSUE TEST RESULTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE TISSUE TEST RESULTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.
- (C) Costs of the Tissues Tests. For the avoidance of doubt, the Tissues Tests will be performed at the sole cost of the Company.

7. Ownership; Further Agreements.

(a) Ownership.

- (i) Ownership of Background Intellectual Property. Each party hereto shall own all of its Background Intellectual Property.

- (ii) Ownership of Material, Information, Study Intellectual Property, Study Results, Tissue Tests Intellectual Property and Tissue Tests Results; Assignment of Study Intellectual Property and Study Results.
- (A) Ownership of Material, Information, Study Intellectual Property, Study Results, Tissue Tests Intellectual Property and Tissue Tests Results. The Foundation hereby acknowledges and agrees that as between the Company, on the one hand, and the Foundation, the Material Repositories and the Foundation Collaborators, on the other hand, (1) the Company retains ownership of the Material and Information and (2) the Company shall be the sole owner of the Study Intellectual Property, Study Results, Tissue Tests Intellectual Property and Tissue Tests Results, and shall have the sole right to file and prosecute all patent applications and patents with respect to, the Study Intellectual Property and Tissue Tests Intellectual Property. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees that nothing in this Agreement or in any agreement between the Foundation and a Material Repository or a Foundation Collaborator relating to a Study gives, or will give, the Foundation, a Material Repository or a Foundation Collaborator any ownership interests or other interests in the Material, the Information, the Study Intellectual Property, Study Results, Tissue Tests Intellectual Property or Tissue Tests Results
- (B) Assignment of Study Intellectual Property and Study Results. Upon the written request of the Company, the Foundation shall, and shall cause the Foundation Collaborators to, execute all documents and do all other acts and things as may be reasonably necessary in order to vest fully and effectively in the Company all the rights described in Section 7(a)(ii)(A) of this Agreement in and to all such Study Intellectual Property and Study Results; provided, that, the Company shall pay for all reasonable costs and expenses incurred by the Foundation or a Foundation Collaborator, as the case may be, in connection with complying with any such request of the Company.
- (b) Further Agreements. Nothing in this Agreement obligates the Foundation or the Company to enter into any further agreements, including any agreements relating to the Material, the Information, the Study Intellectual Property, the Study Results, the Tissue Tests Intellectual Property or the Tissue Tests Results.
8. Confidentiality and Non-Use. The Foundation shall treat the Confidential Information in the same manner as it would treat its own confidential or proprietary information. Without limiting the generality of the foregoing, and except to the extent expressly permitted by the terms and conditions of this Agreement, the Foundation shall not (a)

disclose the Confidential Information to any third party or (b) use the Confidential Information for any purpose without the prior written consent of the Company. Notwithstanding the foregoing obligations of confidentiality and non-use, the Foundation may disclose Confidential Information to the limited extent it is required to pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Foundation provides the Company with sufficient prior notice, and cooperates with the Company (at the Company's cost and expense), to allow the Company to contest such request, requirement or order. The Foundation shall ensure that any Material Repositories or Foundation Collaborators given access to any Confidential Information shall be bound by confidentiality and non-use obligations at least as restrictive as those set forth in this Section 8.

9. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu
Fax: 212-239-2101

If to the Company to:

[_____] **PLEASE PROVIDE**

[_____]

[_____]

Attention: [_____]

Fax: [_____]

10. Assignment. Neither party hereto may assign this Agreement without the written consent of the other party, except that the Company may assign this Agreement without the prior written consent of the Foundation to a successor of all or substantially all of the business of the Company to which this Agreement relates (whether by merger, sale of stock, sale of assets or other similar transaction). Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.
12. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
14. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

* * * * *

In witness to the foregoing, the Parties have executed this Compound Testing Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

COMPANY:

[_____] **[INSERT FULL LEGAL
NAME OF COMPANY]**

By: _____
Name:
Title:

Schedule A to Compound Testing Agreement

(Description of Material)

Item	Description of Materials	Amount
1		
2		
3		
4		
5		
6		
7		

[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH MATERIAL TO BE PROVIDED]

Shipping Information/Address:

[____]

[____]

[____]

[____]

Attention: [____]

Telephone: [____]

Email: [____]

Fax: [____]

Schedule B to Compound Testing Agreement

(Description of Study Tissues)

Item	Description of Study Tissues	Amount
1		
2		
3		
4		
5		
6		
7		

[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH STUDY TISSUE TO BE PROVIDED]

Shipping Information/Address:

[____]

[____]

[____]

[____]

Attention: [____]

Telephone: [____]

Email: [____]

Fax: [____]

Appendix 1 to Compound Testing Agreement

(Description of Tissue Tests)

DATA USE AGREEMENT

[SAVE AS A NEW WORD DOCUMENT BEFORE MAKING ANY CHANGES]

DATA USE AGREEMENT (this "Agreement"), dated as of [____], 201[____] (the "Effective Date"), by and between [____] **[INSERT NAME OF THE INSTITUTION]**, a [____] (the "Institution"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The Foundation's mission is to facilitate and enable the development of therapeutics that will substantially improve the lives of individuals affected by Huntington's disease ("HD") as quickly as possible.

[____], PhD, as Principal Investigator, and the Institution and conducted a study entitled "[____]" **[INSERT TITLE AND DESCRIPTION OF STUDY]** (the "Study") and the Institution possesses the clinical data collected from the Study research participants.

The Foundation desires to obtain data, including the clinical data collected from the Study research participants, from the Institution for the performance of research that furthers the development of treatments of **[HD]/[HD or other disorders]/[HD or other disorders as well as biomedical research] [SELECT/MODIFY BASED UPON NEED AS WELL SCOPE OF ICF FOR THE STUDY]**.

The Foundation also desires to (a) store such data, including in a cloud-based data repository, and (b) make such data available to eligible researchers for the performance of **[HD-related research] [MODIFY BASED UPON THE ABOVE SELECTED OPTION]**.

The Institution is willing to make such data available to the Foundation to facilitate the performance of such research.

The parties desire to set forth certain terms and conditions to govern (a) the transfer of such data to the Foundation, (b) the storage and the use of such data by the Foundation and (c) the basis on which the Foundation may make such data available to eligible researchers.

In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Data" means the information contained in any of the documents or computer files listed in Exhibit 1, directly or indirectly, provided to, or

obtained by, the Foundation from the Institution. For the avoidance of any doubt, Data does not include HD-Related Research Results.

- (b) **"HD-Related Research"** means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of **[HD]/[HD or other disorders]/[HD or other disorders as well as [HD-related] biomedical research] [SELECT/MODIFY BASED UPON NEED AS WELL SCOPE OF ICF FOR THE STUDY]** other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, HD-Related Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.
 - (c) **"HD-Related Research Results"** means all data, formulae, outcomes or other results produced by the Foundation in the course of conducting HD-Related Research using the Data.
- 2. Acknowledgement of the Foundation of Nature of the Data. The Foundation acknowledges that the Institution has an obligation to safeguard the identity of the Study research participants from which the Data were collected and that, therefore, all Data provided to the Foundation by the Institution or obtained by the Foundation from the Institution will be coded in such a way as to conceal the identity of the Study research participants.
- 3. Grant of Licenses.
 - (a) To Use the Data. The Institution grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to use the Data for the sole purpose of conducting HD-Related Research.
 - (b) To Make the Data Available to Third Party Users. The Institution grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to store the Data in electronic form and to provide the Data to any third party researcher working at a recognized research institution or company that has agreed to use the Data in accordance with the terms of use attached hereto as Exhibit 2 (each, a "Third Party Data User"). The Foundation will provide the name of each Third Party Data User to the Institution as soon as practicable following agreement by that Third Party Data User to the terms of use set forth in Exhibit 2.
 - (c) No Implied Rights. The Foundation acknowledges and agrees that no express or implied licenses or other rights are provided to use the Data or any related patents, patent applications, trade secrets or other proprietary

rights of the Institution or any other third party for any purpose other than as set forth in Section 3(a) and Section 3(b) above.

4. No Warranties. THE DATA ARE PROVIDED "AS-IS" AND THE INSTITUTION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL THE INSTITUTION BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES DUE TO, OR ARISING FROM, THE RECIPIENT'S USE, STORAGE OR DISPOSAL OF THE DATA.
5. Ownership.
 - (a) Ownership of the Data. As between the Institution and the Foundation, the Institution retains ownership of the Data.
 - (b) Ownership of HD-Related Research Results. As between the Institution and the Foundation, the Foundation retains ownership of all HD-Related Research Results (except that the Institution retains ownership rights to any Data included therein).
6. Use of the Data.
 - (a) Use of the Data by the Foundation. The Foundation agrees:
 - (i) to use the Data for the sole purpose of conducting HD-Related Research; and
 - (ii) to use the Data in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and
 - (iii) to maintain, store and treat the Data in the same manner, and with the same level of care (but in no event less than a reasonable level of care), as the Foundation would maintain, store and treat its own proprietary or confidential information to prevent its unauthorized transfer, disclosure or publication, as applicable; and
 - (iv) not to use the Data to attempt to determine, or determine, the identity of any of the Study research participants from which the Data were collected; and

- (v) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by the Institution, not to transfer or disclose the Data to any third party; and
 - (vi) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by the Institution, not to publish the Data; and
 - (vii) to report to the Institution any use, transfer, disclosure or publication of the Data not expressly permitted by this Agreement within 30 days of becoming aware of any such use, transfer, disclosure or publication.
- (b) Destruction of Certain Data upon Request. From time-to-time a research participant whose genotypic or phenotypic data is included in the Data may request that their genotypic or phenotypic data no longer be stored and used for research. To accommodate that circumstance, upon notice from the Institution, the Foundation will appropriately destroy or discard, and discontinue use of, all of the Data identified by the Institution in such notice, provided that such Data can be retrieved and are not in anonymous form.
7. Assumption of Liability; Indemnification. The Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Data by the Foundation and/or Third Party Data User. The Institution will not be liable to the Foundation for any loss, claim or demand made by the Foundation, or made against the Foundation by any other party, to the extent due to or arising from the use, storage or disposal of the Data by the Foundation and/or Third Party User. The Foundation will defend and indemnify the Institution against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Institution, as the case may be, to the extent due to or arising from (a) a breach of any representation or covenant of this Agreement by the Foundation or (b) the use, storage or disposal of the Data by the Foundation and/or Third Party User.
8. Publication of HD-Related Research Results; Acknowledgement of the Source of the Data. The Foundation shall have the sole and exclusive right to publish the HD-Related Research Results generated by them; provided, however, the Foundation acknowledges and agrees that the right to publish the HD-Related Research Results does not, except to the extent expressly consented to in writing by the Institution, include the right to publish the Data or any recoded identification numbers assigned to the Study research participants from which the Data were collected and provided with the Data. The Foundation shall use reasonable efforts to publish, cause to be published or otherwise publicly disseminate the HD-Related Research Results as soon as reasonably possible after such HD-Related Research Results have been produced. **FORM OF**

**ACKNOWLEDGEMENT OF THE SOURCE OF THE DATA AND
CONTRIBUTION OF THE STUDY RESEARCH PARTICIPANTS TO BE
SETTLED.]**

9. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any representations or covenants of this Agreement by the Foundation and such breach is not remedied within 45 days of the receipt by the Foundation of notice of such breach from the Institution.
 - (b) Effect of Termination. Upon any termination of this Agreement, the Foundation (i) will immediately discontinue its use of the Data and (ii) will immediately and appropriately destroy or discard the Data, provided that such Data can be retrieved.
 - (c) Survival of Certain Provisions. This Section 9 and each of Section 1, Section 2, Section 4 through Section 8 and Section 10 through Section 16 shall survive any termination of this Agreement.
10. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Foundation may designate by a notice given in accordance with the provisions of this section):

If to the Foundation to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Administrative Officer

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101

Attention: Chief Legal Officer

If to the Institution to:

[_____]

[_____]

[_____]

Facsimile: [_____]

Attention: [_____]

11. Assignment. The Foundation may not assign this Agreement without the prior written consent of the Institution.
12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Foundation and the Institution.
13. No Waiver. Any failure of either the Foundation or the Institution to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Foundation or the Institution of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
15. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any

jurisdiction other than the State of New York unless the Institution is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.

* * * * *

In witness to the foregoing, the parties have executed this Data Use Agreement as of the date first written above.

INSTITUTION:

**[_____] [INSERT NAME OF THE
INSTITUTION]**

By: _____

Name:

Title:

FOUNDATION:

CHDI Foundation, Inc.

By: _____

Name:

Title:

Exhibit 1 to Data Use Agreement

(Description of Data)

**[SD TO PREPARE AND SUBMIT – BELOW ARE EXAMPLES FOR
GUIDANCE]**

1. [An Excel spreadsheet setting out] [____] [clinical data from research participants in the Study.]
2. [A Word document setting out] [data dictionary associated with the data cut.]
3. [____]. [OTHER?]

Exhibit 2 to Data Use Agreement
(Third Party Data User Terms of Use)

[____] **[INSERT NAME OF STUDY]** DATA USE AGREEMENT

THE RECEIPT AND USE OF THE [____] **[INSERT NAME OF STUDY]** DATA FROM CHDI FOUNDATION, INC. ("CHDI") REQUIRES THAT THE ORGANIZATION (THE "RECIPIENT") REQUESTING [____] **[INSERT NAME OF STUDY]** DATA TO ENABLE THE RECIPIENT'S RESEARCHER(S) (EACH, A "RECIPIENT RESEARCHER") TO PERFORM RESEARCH AGREES TO THE TERMS AND CONDITIONS OF USE SET FORTH IN THIS [____] **[INSERT NAME OF STUDY]** DATA USE AGREEMENT (THIS "AGREEMENT").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REQUESTING, DOWNLOADING AND/OR USING [____] **[INSERT NAME OF STUDY]** DATA. BY CLICKING "AGREE TO/ACCEPT", THE RECIPIENT IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

[____] **[INSERT NAME OF INSTITUTION]** ("Institution") conducts research in the interest of contributing to and promoting the public good and welfare.

In furtherance of that mission, [____], PhD, as Principal Investigator, and the Institution conducted a study entitled "[____]" **[INSERT TITLE AND DESCRIPTION OF STUDY]** (the "Study") and the Institution has provided certain data, including the clinical data collected from the Study research participants, to CHDI for, among other uses, to make such data available for **[HD-related research]** **[MODIFY BASED UPON THE ABOVE SELECTED OPTION]**.

The Recipient desires to obtain such data for the performance of research that furthers the development of treatments of **[HD]/[HD or other disorders]/[HD or other disorders as well as biomedical research]** **[SELECT/MODIFY BASED UPON NEED AS WELL SCOPE OF ICF FOR THE STUDY]**.

CHDI is willing to make such data available to the Recipient to facilitate the performance of such research.

This Agreement sets forth certain terms and conditions to govern the use of such data by the Recipient.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient agrees with, and for the benefit of CHDI, as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

- (a) "Data" means the information contained in any of the documents or computer files listed in Exhibit 1, directly or indirectly, provided to, or obtained by, the Recipient. For the avoidance of any doubt, Data does not include HD-Related Research Results.
 - (b) "HD-Related Research" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of **[HD]/[HD or other disorders]/[HD or other disorders as well as [HD-related] biomedical research] [SELECT/MODIFY BASED UPON NEED AS WELL SCOPE OF ICF FOR THE STUDY]** other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, HD-Related Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.
 - (c) "HD-Related Research Results" means all data, formulae, outcomes or other results produced by the Recipient in the course of conducting HD-Related Research using the Data.
- 2. Acknowledgement of the Recipient of Nature of the Data. The Recipient acknowledges that the Institution, as the organization that conducted the Study, has an obligation to safeguard the identity of the Study research participants from which the Data were collected.
 - 3. Non-Exclusive License. CHDI grants to the Recipient a non-exclusive, non-transferable, non-assignable, non-sublicensable, paid-up license throughout the world to use the Data for the sole purpose of conducting HD-Related Research that is directed and overseen by the Recipient Researcher. The Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to use the Data or any related patents, patent applications, trade secrets or other proprietary rights of CHDI or the Institution or any other third party for any purpose other than HD-Related Research.
 - 4. No Warranties. THE DATA ARE PROVIDED "AS-IS" AND CHDI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL CHDI BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES DUE TO, OR ARISING FROM, THE RECIPIENT'S USE, STORAGE OR DISPOSAL OF THE DATA.

5. Ownership.

- (a) Ownership of the Data. As between CHDI and the Recipient, CHDI retains ownership of the Data.
- (b) Ownership of HD-Related Research Results. As between CHDI and the Recipient, the Recipient retains ownership of all HD-Related Research Results (except that, as between CHDI and the Recipient, CHDI retains ownership rights to any Data included therein).

6. Use of the Data.

- (a) Use of the Data by the Recipient. The Recipient agrees:
 - (i) to use the Data for the sole purpose of conducting HD-Related Research that is directed and overseen by the Recipient Researcher; and
 - (ii) to use the Data in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and
 - (iii) to maintain, store and treat the Data in the same manner, and with the same level of care (but in no event less than a reasonable level of care), as the Recipient would maintain, store and treat its own proprietary or confidential information to prevent its unauthorized transfer, disclosure or publication, as applicable; and
 - (iv) not to use the Data to attempt to determine, or determine, the identity of any of the Study research participants from which the Data were collected; and
 - (v) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to transfer or disclose the Data to any third party; and
 - (vi) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to publish the Data; and
 - (vii) to report to CHDI any use, transfer, disclosure or publication of the Data not expressly permitted by this Agreement within 10 days of becoming aware of any such use, transfer, disclosure or publication.
- (b) Destruction of Certain Data upon Request. From time-to-time a research participant whose genotypic or phenotypic data is included in the Data

may request that their genotypic or phenotypic data no longer be stored and used for research. To accommodate that circumstance, upon notice from CHDI, the Recipient will appropriately destroy or discard, and discontinue use of, all of the Data identified by CHDI in such notice.

- (c) Provision of Data to Third Parties to Replicate Published HD-Related Research Results. In addition, CHDI agrees, upon the written request of the Recipient, to provide the same Data provided to the Recipient under this Agreement to any third party that desires to attempt to replicate HD-Related Research Results published by the Recipient Researcher; provided, that, such third party has agreed to be bound by the terms of this Agreement.
7. Requests for Data from Third Parties. The Recipient agrees to refer to CHDI any request for the Data from (a) any other person within Recipient's organization other than those persons conducting the HD-Related Research with, and under the direction of, the Recipient Researcher or (b) any third party.
8. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Data by the Recipient. CHDI will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, to the extent due to or arising from the use, storage or disposal of the Data by the Recipient. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient will defend and indemnify CHDI and the Institution (and their respective directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI or the Institution, as the case may be, to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Data by the Recipient.
9. Publication of HD-Related Research Results; Acknowledgement of the Source of the Data. The Recipient and the Recipient Researcher shall have the sole and exclusive right to publish the HD-Related Research Results; provided, however, the Recipient acknowledges and agrees (and shall cause the Recipient Researcher to acknowledge and agree) that the right to publish the HD-Related Research Results does not, except to the extent expressly consented to in writing by CHDI, include the right to publish the Data or the recoded identification numbers assigned to the Study research participants from which the Data were collected and provided with the Data. The Recipient shall use reasonable efforts (and shall cause the Recipient Researcher to use reasonable efforts) to publish, cause to be published or otherwise publicly disseminate the HD-Related Research Results as

soon as reasonably possible after such HD-Related Research Results have been produced. **[FORM OF ACKNOWLEDGEMENT OF THE SOURCE OF THE DATA AND CONTRIBUTION OF THE STUDY RESEARCH PARTICIPANTS TO BE SETTLED.]**

10. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Recipient and such breach is not remedied within 45 days of the receipt by the Recipient of notice of such breach from CHDI.
 - (b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of the Data and (ii) will immediately and appropriately destroy or discard the Data.
 - (c) Survival of Certain Provisions. This Section 10 and each of Section 1, Section 2, Section 4 through Section 9 and Section 11 through Section 18 shall survive any termination of this Agreement.
11. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Recipient or CHDI may designate by a notice given in accordance with the provisions of this section):

If to CHDI to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Administrative Officer

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Legal Officer

If to the Recipient, to the addresses for the Recipient and the Recipient Researcher provided by the Recipient and the Recipient Researcher at the time of their request for the Data.

12. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.
13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Recipient and CHDI.
14. No Waiver. Any failure of either the Recipient or CHDI to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Recipient or CHDI of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
16. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York unless the Recipient is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.
18. Authority to Execute this Agreement. The individual agreeing to/accepting the terms and conditions of this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to agree to/accept the terms and conditions of this Agreement on behalf of the Recipient.

[End of [_____] Data Use Agreement]

Exhibit 1 to [____] Data Use Agreement

(Description of Data)

**[SD TO PREPARE AND SUBMIT – BELOW ARE EXAMPLES FOR
GUIDANCE]**

1. [An Excel spreadsheet setting out] [____] [clinical data from research participants in the Study.]
2. [A Word document setting out] [data dictionary associated with the data cut.]
3. [____]. [OTHER?]

[End of Exhibit 1 to [____] Data Use Agreement]

[____] **[INSERT NAME OF STUDY]** DATA USE AGREEMENT

THE RECEIPT AND USE OF [____] **[INSERT NAME OF STUDY]** DATA FROM CHDI FOUNDATION, INC. REQUIRES THAT THE ORGANIZATION REQUESTING [____] **[INSERT NAME OF STUDY]** DATA AGREES TO THE TERMS AND CONDITIONS OF USE SET FORTH IN THIS [____] **[INSERT NAME OF STUDY]** DATA USE AGREEMENT (THIS "AGREEMENT").

The mission of CHDI Foundation, Inc. ("CHDI") is to facilitate and enable the development of therapeutics that will substantially improve the lives of individuals affected by Huntington's disease ("HD") as quickly as possible.

[____] **[INSERT NAME OF INSTITUTION]** ("Institution") conducts research in the interest of contributing to and promoting the public good and welfare.

In furtherance of that mission, [____], PhD, as Principal Investigator, and the Institution conducted a study entitled "[____]" **[INSERT TITLE AND DESCRIPTION OF STUDY]** (the "Study") and the Institution has provided certain data, including the clinical data collected from the Study research participants, to CHDI for, among other uses, to make such data available for research related to **[HD]/[HD or other disorders]/[HD or other disorders as well as biomedical research]**.

The undersigned organization (the "Recipient") desires to obtain such data to enable the Recipient's researcher identified on the signature page of this Agreement (the "Recipient Researcher") to perform research that furthers the development of treatments of **[HD]/[HD or other disorders]/[HD or other disorders as well as biomedical research]** **[SELECT/MODIFY BASED UPON NEED AS WELL SCOPE OF ICF FOR THE STUDY]**.

CHDI is willing to make such data available to the Recipient to facilitate the performance of such research.

This Agreement sets forth certain terms and conditions to govern the use of such data by the Recipient.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient agrees with, and for the benefit of CHDI, as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Data" means the information contained in any of the documents or computer files listed in Exhibit 1, directly or indirectly, provided to, or

obtained by, the Recipient. For the avoidance of any doubt, Data does not include HD-Related Research Results.

- (b) "HD-Related Research" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of **[HD]/[HD or other disorders]/[HD or other disorders as well as [HD-related] biomedical research] [SELECT/MODIFY BASED UPON NEED AS WELL SCOPE OF ICF FOR THE STUDY]** other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, HD-Related Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.
 - (c) "HD-Related Research Results" means all data, formulae, outcomes or other results produced by the Recipient in the course of conducting HD-Related Research using the Data.
- 2. Acknowledgement of the Recipient of Nature of the Data. The Recipient acknowledges that the Institution, as the organization that conducted the Study, has an obligation to safeguard the identity of the Study research participants from which the Data were collected.
 - 3. Non-Exclusive License. CHDI grants to the Recipient a non-exclusive, non-transferable, non-assignable, non-sublicensable, paid-up license throughout the world to use the Data for the sole purpose of conducting HD-Related Research that is directed and overseen by the Recipient Researcher. The Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to use the Data or any related patents, patent applications, trade secrets or other proprietary rights of CHDI or the Institution or any other third party for any purpose other than HD-Related Research.
 - 4. No Warranties. THE DATA ARE PROVIDED "AS-IS" AND CHDI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL CHDI BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES DUE TO, OR ARISING FROM, THE RECIPIENT'S USE, STORAGE OR DISPOSAL OF THE DATA.

5. Ownership.

- (a) Ownership of the Data. As between CHDI and the Recipient, CHDI retains ownership of the Data.
- (b) Ownership of HD-Related Research Results. As between CHDI and the Recipient, the Recipient retains ownership of all HD-Related Research Results (except that, as between CHDI and the Recipient, CHDI retains ownership rights to any Data included therein).

6. Use of the Data.

- (a) Use of the Data by the Recipient. The Recipient agrees:
 - (i) to use the Data for the sole purpose of conducting HD-Related Research that is directed and overseen by the Recipient Researcher; and
 - (ii) to use the Data in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and
 - (iii) to maintain, store and treat the Data in the same manner, and with the same level of care (but in no event less than a reasonable level of care), as the Recipient would maintain, store and treat its own proprietary or confidential information to prevent its unauthorized transfer, disclosure or publication, as applicable; and
 - (iv) not to use the Data to attempt to determine, or determine, the identity of any of the Study research participants from which the Data were collected; and
 - (v) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to transfer or disclose the Data to any third party; and
 - (vi) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to publish the Data; and
 - (vii) to report to CHDI any use, transfer, disclosure or publication of the Data not expressly permitted by this Agreement within 10 days of becoming aware of any such use, transfer, disclosure or publication.
- (b) Destruction of Certain Data upon Request. From time-to-time a research participant whose genotypic or phenotypic data is included in the Data

may request that their genotypic or phenotypic data no longer be stored and used for research. To accommodate that circumstance, upon notice from CHDI, the Recipient will appropriately destroy or discard, and discontinue use of, all of the Data identified by CHDI in such notice.

- (c) Provision of Data to Third Parties to Replicate Published HD-Related Research Results. In addition, CHDI agrees, upon the written request of the Recipient, to provide the same Data provided to the Recipient under this Agreement to any third party that desires to attempt to replicate HD-Related Research Results published by the Recipient Researcher; provided, that, such third party has agreed to be bound by the terms of this Agreement.
7. Requests for Data from Third Parties. The Recipient agrees to refer to CHDI any request for the Data from (a) any other person within Recipient's organization other than those persons conducting the HD-Related Research with, and under the direction of, the Recipient Researcher or (b) any third party.
8. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Data by the Recipient. CHDI will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, to the extent due to or arising from the use, storage or disposal of the Data by the Recipient. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient will defend and indemnify CHDI and the Institution (and their respective directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI or the Institution, as the case may be, to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Data by the Recipient.
9. Publication of HD-Related Research Results; Acknowledgement of the Source of the Data. The Recipient and the Recipient Researcher shall have the sole and exclusive right to publish the HD-Related Research Results; provided, however, the Recipient acknowledges and agrees (and shall cause the Recipient Researcher to acknowledge and agree) that the right to publish the HD-Related Research Results does not, except to the extent expressly consented to in writing by CHDI, include the right to publish the Data or the recoded identification numbers assigned to the Study research participants from which the Data were collected and provided with the Data. The Recipient shall use reasonable efforts (and shall cause the Recipient Researcher to use reasonable efforts) to publish, cause to be published or otherwise publicly disseminate the HD-Related Research Results as

soon as reasonably possible after such HD-Related Research Results have been produced. **[FORM OF ACKNOWLEDGEMENT OF THE SOURCE OF THE DATA AND CONTRIBUTION OF THE STUDY RESEARCH PARTICIPANTS TO BE SETTLED.]**

10. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Recipient and such breach is not remedied within 45 days of the receipt by the Recipient of notice of such breach from CHDI.
 - (b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of the Data and (ii) will immediately and appropriately destroy or discard the Data.
 - (c) Survival of Certain Provisions. This Section 10 and each of Section 1, Section 2, Section 4 through Section 9 and Section 11 through Section 18 shall survive any termination of this Agreement.
11. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Recipient or CHDI may designate by a notice given in accordance with the provisions of this section):

If to CHDI to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Administrative Officer

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Legal Officer

If to the Recipient, to the address for the Recipient provided on the signature page of this Agreement.

12. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.
13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Recipient and CHDI.
14. No Waiver. Any failure of either the Recipient or CHDI to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Recipient or CHDI of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
16. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect

to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York unless the Recipient is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.

18. Authority to Execute this Agreement. The individual executing this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to execute and deliver this Agreement on behalf of the Recipient.

[Recipient's Signature Page Follows This Page]

In witness to the foregoing, the Recipient has executed this [____] **INSERT**
NAME OF STUDY Data Use Agreement as of the date below.

[Print or Type Name of Recipient]

By: _____
Name: _____
Title: _____

Address of Recipient:

Facsimile: _____

Attention: _____

[Print or Type Date]

[Print or Type Name of Recipient Researcher]

Address of Recipient Researcher:

Facsimile: _____

Attention: _____

Exhibit 1 to [____] Data Use Agreement

(Description of Data)

**[SD TO PREPARE AND SUBMIT – BELOW ARE EXAMPLES FOR
GUIDANCE]**

1. [An Excel spreadsheet setting out] [____] [clinical data from research participants in the Study.]
2. [A Word document setting out] [data dictionary associated with the data cut.]
3. [____]. [OTHER?]

[End of Exhibit 1 to [____] Data Use Agreement]

BIOSAMPLES USE AGREEMENT

THE RECEIPT AND USE OF THE BIOSAMPLES AND RELATED INFORMATION DESCRIBED IN THIS BIOSAMPLES USE AGREEMENT (THIS "AGREEMENT") FROM CHDI FOUNDATION, INC. REQUIRES THAT THE PARTY REQUESTING SUCH BIOSAMPLES AND RELATED INFORMATION AGREES TO THE TERMS AND CONDITIONS OF USE SET FORTH IN THIS BIOSAMPLES USE AGREEMENT.

The mission of CHDI Foundation, Inc. ("CHDI") is to facilitate and enable the development of therapeutics that will substantially improve the lives of individuals affected by Huntington's disease ("HD") as quickly as possible.

In furtherance of that mission, CHDI supports the conduct of clinical studies.

One of CHDI's objectives for supporting the conduct of clinical studies is to make biological materials collected from the research participants in such studies (the "Biosamples") available to the research community for research purposes.

The undersigned (the "Recipient") desires to obtain certain Biosamples from CHDI to enable the Recipient's researcher identified on the signature page of this Agreement (the "Recipient Researcher") to perform research that furthers the development of treatments of [HD] / [HD and biomedical research] / [HD or other disorders] / [HD or other disorders and biomedical research]. **[THIS TEMPLATE IS SET UP FOR USE FOR HD ONLY OR HD AND OTHER DISORDERS. SELECT AND REVISE AS APPLICABLE. THE ICFS AND AGREEMENTS RELATED TO CHDI'S RIGHTS IN THE BIOSAMPLES WILL DICTATE THE SCOPE OF PERMITTED USES.]**

CHDI is willing to make such Biosamples available to the Recipient to enable the Recipient Researcher to perform such research.

This Agreement sets forth certain terms and conditions to govern the transfer of certain materials to the Recipient and the use of such materials by the Recipient.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient agrees as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:
 - (a) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other

substances created by the Recipient through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.

- (b) "Material-Related Information" means any information related to the Material provided to, or obtained by, the Recipient, including clinical data related to the Material. For the avoidance of any doubt, Material-Information does not include Research Results.
- (c) "Modifications" means substances created by the Recipient which contain/incorporate the Material.
- (d) "Original Materials" means those Biosamples that are specified on Schedule 1.
- (e) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
- (f) **["Research" means any activity that furthers the development of treatments of HD or other disorders [and biomedical research] [INCLUDE AS APPLICABLE] other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.] / ["HD Research" means any activity that furthers the development of treatments of HD [and biomedical research] [INCLUDE AS APPLICABLE] other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, HD Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.] [THIS TEMPLATE IS SET UP FOR USE FOR HD ONLY OR HD AND OTHER DISORDERS. SELECT AND REVISE AS APPLICABLE. THE ICFS AND AGREEMENTS RELATED TO CHDI'S RIGHTS IN THE BIOSAMPLES WILL DICTATE THE SCOPE OF PERMITTED USES. IF HD RESEARCH IS SELECTED REMINDER TO DO GLOBAL REPLACE OF "RESEARCH" BY "HD RESEARCH".]**
- (g) "Research Collaborators" means those fee-for-service laboratories providing services to the Recipient to enable the Recipient to conduct Research directed and overseen by the Recipient Researcher.

- (h) "Research Results" means all data, formulae, outcomes or other results produced in the course of the Recipient's or a Research Collaborator's conduct of the Research using the Material or any Modification.
 - (i) "Unmodified Derivatives" means substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.
2. Provision of Original Materials and Material-Related Information. Within a reasonable period of time following the execution of this Agreement by the Recipient, CHDI shall use reasonable efforts to provide the requested Original Materials and, as applicable, Material-Related Information to the Recipient at the address specified by the Recipient. The Original Materials are provided subject to the payment of a shipping and handling fee by the Recipient (the "Sample Shipping and Handling Fee") in the amount set forth on Schedule 1 which is the Foundation's reasonable direct costs associated with so providing such Original Materials. The Sample Shipping and Handling Fee will be billed to the Recipient by BioRep s.r.l. ("Biorep"), the Foundation's biorepository, at the time Biorep ships the Original Materials to the Recipient. The Recipient agrees to remit the Sample Shipping and Handling Fee invoiced by Biorep to Biorep in accordance with the payment terms set forth in such invoice.
3. Acknowledgement of the Recipient of Nature of the Original Materials and Material-Related Information. The Recipient acknowledges that CHDI, as an organization supporting the studies during which the Original Materials and Material-Related Information were collected, has an obligation to safeguard the identity of the study research participants from which the Original Materials and Material-Related Information were collected.
4. No Warranties. THE MATERIALS ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS OR INFECTIOUS PROPERTIES. THE MATERIALS AND MATERIAL-RELATED INFORMATION ARE PROVIDED "AS-IS" AND CHDI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL OR MATERIAL-RELATED INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL CHDI BE LIABLE FOR ANY

CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES DUE TO, OR ARISING FROM, THE RECIPIENT'S USE, STORAGE OR DISPOSAL OF THE MATERIAL OR MATERIAL-RELATED INFORMATION.

5. Ownership.

- (a) Ownership of the Material and Material-Related Information. As between CHDI and the Recipient, CHDI retains ownership of the Material (including any Material contained or incorporated in any Modification) and the Material-Related Information.
- (b) Ownership of Modifications, Other Substances and Research Results. As between CHDI and the Recipient, the Recipient retains ownership of: (i) Modifications (except that CHDI retains ownership rights to the Material included therein), (ii) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives) and (iii) the Research Results (except that CHDI retains ownership rights to the Material-Related Information included therein).

6. Non-Exclusive License; No Implied License Rights.

- (a) Non-Exclusive License. CHDI grants to the Recipient a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material and Material-Related Information for the sole purpose of conducting Research that is directed and overseen by the Recipient Researcher. CHDI further grants to the Recipient the right to sublicense the rights granted to the Recipient pursuant to this Section 6(a) to one or more Recipient Collaborators; provided, that, each such Recipient Collaborator shall not be permitted to (A) further sublicense such sublicense rights or (B) transfer the Materials to any third party.
- (b) No Implied License Rights. Except as expressly provided in this Agreement, the Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of CHDI or any other third party, including any altered forms of the Material made by CHDI or any other third party. In particular, the Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to use the Material, Material-Related Information, Modifications or any related patents, patent applications, trade secrets or

other proprietary rights of CHDI or any other third party for any purpose other than Research.

7. Use of the Material and Material-Related Information.

(a) Use of the Material and Material-Related Information by the Recipient.

The Recipient agrees:

- (i) to use the Material (including any Material contained or incorporated in any Modification) and Material-Related Information for the sole purpose of conducting Research that is directed and overseen by the Recipient Researcher; and
- (ii) to use (A) the Material and all substances created by the Recipient through the use of the Material (including any Material contained or incorporated in any Modification) and (B) the Material-Related Information in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and
- (iii) to maintain, store and treat the Material and Material-Related Information in the same manner, and with the same level of care (but in no event less than a reasonable level of care), as the Recipient would maintain, store and treat its own proprietary or confidential materials and information to prevent their unauthorized transfer, disclosure or publication, as applicable;
- (iv) not to use (A) the Material (including any Material contained or incorporated in any Modification) or (B) the Material-Related Information to attempt to determine, or determine, the identity of any of the study research participants from which the Original Materials were collected; and
- (v) not to use the Material (including any Material contained or incorporated in any Modification) in human subjects, in clinical trials or for diagnostic purposes involving human subjects; and
- (vi) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to (A) transfer the Material (including any Material contained or incorporated in any Modification) to any third party or (B) transfer or disclose to any third party; and

- (vii) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to publish the Material-Related Information (including any Material-Related Information contained or incorporated in any Research Results); and
 - (viii) to, upon the written request of CHDI, immediately and appropriately destroy or discard the Material and any Modifications and any Material-Related Information of any study research participant from which the applicable Original Materials and Material-Related Information were collected who has requested that their Original Materials and Material-Related Information no longer be stored and used for Research; and
 - (ix) cause each Recipient Collaborator to agree to comply with each of Section 7(a)(i) through Section 7(a)(viii) of this Agreement.
- (b) Provision of Material and Material-Related Information to Third Parties to Replicate Published Research Results. In addition, CHDI agrees, upon the written request of the Recipient, to provide the same Original Materials and Material-Related Information provided to the Recipient under this Agreement to any third party that desires to attempt to replicate Research Results published by the Recipient Researcher; provided, that, such third party (i) submits a request to CHDI to obtain the Original Materials and the Material-Related Information and (ii) has executed a biosamples use agreement with CHDI upon terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement (but in no event less restrictive as the terms and conditions set forth herein).
8. Requests for Material from Third Parties. The Recipient agrees to refer to CHDI any request for the Material or Material-Related Information from (a) any other person within Recipient's organization other than those persons conducting the Research with, and under the direction of, the Recipient Researcher or (b) any third party (including any Recipient Collaborator that desires to conduct Research not overseen and directed by the Recipient Researcher).
9. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material and Material-Related Information by the Recipient or a Recipient Collaborator. CHDI will not be liable to the Recipient for any loss, claim or demand made by the Recipient or a Recipient Collaborator, or made against the Recipient or a Recipient Collaborator by any other party, to the extent

due to or arising from the use, storage or disposal of the Material or Material-Related Information by the Recipient or a Recipient Collaborator. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient will defend and indemnify CHDI (and their respective directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI, as the case may be, to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Material by the Recipient or a Recipient Collaborator.

10. Publication of Research Results; Publication Policy; Acknowledgement of the Source of the Material and Material-Related Information.

- (a) Publication of Research Results. The Recipient and the Recipient Researcher shall have the sole and exclusive right to publish the Research Results; provided, however, the Recipient acknowledges and agrees (and shall cause the Recipient Researcher to acknowledge and agree) that the right to publish the Research Results does not, except to the extent expressly consented to in writing by CHDI, include the right to publish the Material-Related Information or the code/identification numbers assigned to the study research participants from which the Material-Related Information were collected and provided with the Material and Material-Related Information. The Recipient shall use reasonable efforts (and shall cause the Recipient Researcher to use reasonable efforts) to publish, cause to be published or otherwise publicly disseminate the Research Results as soon as reasonably possible after such Research Results have been produced.
- (b) Publication Policy. As described in CHDI's Publication Policy (<http://chdifoundation.org/policies/#publication>), it is CHDI's position that all matters related to authorship of scientific publications resulting wholly or in substantial part from CHDI resources (financial support, data or biomaterials) should be determined in accordance with the criteria defined by the International Committee of Medical Journal Editors (<http://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html>). The Recipient acknowledges that, when publishing any Research Results, the Recipient Researcher is expected to comply with CHDI's Publication Policy. [____]. **[DEPENDING ON BIOSAMPLES BEING DISTRIBUTED INSERT ANY SPECIAL PUBLICATION RESTRICTIONS/AGREEMENTS THAT MAY HAVE BEEN**

AGREED UPON WITH THIRD PARTIES INVOLVED IN THE COLLECTION OF THE BIOSAMPLES.]

- (c) Acknowledgement of the Source of the Material and Material-Related Information. The Recipient agrees to cause the Recipient Researcher to acknowledge CHDI as described in the CHDI Publication Policy, as adopted from time to time, when publishing any Research Results. **[In addition, the Recipient agrees to cause the Recipient Researcher to also include the following acknowledgement when publishing any Research Results: [____].] [DEPENDING ON BIOSAMPLES BEING DISTRIBUTED A SENTENCE WILL NEED TO BE SOLICITED FROM THE APPLICABLE UNIVERSITIES/PIS TO ACKNOWLEDGE THE STUDY SITES/PIS THAT PROVIDED THE SAMPLES. TO BE DISCUSSED WITH SIMON.]**

11. Termination; Effect of Termination; Survival of Certain Provisions.

- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Recipient and such breach is not remedied within 45 days of the receipt by the Recipient of notice of such breach from CHDI.
- (b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of the Material and any Modifications and any Material-Related Information and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications and any Material-Related Information.
- (c) Survival of Certain Provisions. This Section 11 and each of Section 1, Section 3 through Section 7, Section 9, Section 10 and Section 12 through Section 18 of this Agreement shall survive any termination of this Agreement.

12. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Recipient or CHDI may designate by a notice given in accordance with the provisions of this section):

If to CHDI to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Administrative Officer

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Chief Legal Officer

If to the Recipient, to the address for the Recipient provided on the signature page of this Agreement.

13. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.
14. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Recipient and CHDI.
15. No Waiver. Any failure of either the Recipient or CHDI to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Recipient or CHDI of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

17. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York unless the Recipient is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.
19. Authority to Execute this Agreement. The individual executing this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to execute and deliver this Agreement on behalf of the Recipient.

[Recipient's Signature Page Follows This Page]

In witness to the foregoing, the Recipient has executed this Biosamples Use Agreement as of the date below.

[_____] **[INSERT NAME OF COMPANY/RECIPIENT]**

By: _____

Name: _____

Title: _____

Address of Recipient:

Facsimile: _____

Attention: _____

[Print or Type Date]

[Print or Type Name of Recipient Researcher]

Address of Recipient Researcher:

Facsimile: _____

Schedule 1 to Biosamples Use Agreement

(Original Materials)

[] **[INSERT TABLE OF ORIGINAL MATERIALS]**

Shipping Information/Address:

[]

[]

[]

[]

Attn: []

Phone: []

Email: []

Sample Shipping and Handling Fee:

Euro []

CLINICAL STUDY SITE AGREEMENT

[TEMPLATE FOR STUDIES WITH STUDY DATA]

[TO BE USED FOR NORTH AMERICAN – US SITES ONLY]

This Clinical Study Site Agreement (this "Agreement"), dated as of [____], 201[____], is between [____] [SITE: PLEASE FULL LEGAL NAME], a [____] [SITE: PLEASE PROVIDE JURISDICTION OF INCORPORATION] (the "Institution"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The mission of the Foundation is to rapidly discover and develop drugs that slow the progression of Huntington's disease ("HD") and in furtherance of that mission the Foundation would like to conduct the global multi-site observational clinical study (the "Study") described by the Protocol.

The Institution is a research institution with the appropriate staff, facilities and research participant population to participate in the Study as a study site.

In consideration of the mutual representations and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Definitions

- 1. Capitalized terms used in this Agreement (including any appendix, exhibit or schedule attached hereto) that are not otherwise defined will have the meanings set forth in Exhibit 1.

The Study

- 2. Certain information about the Study and the conduct of the Study are set forth in Appendix A (the "Study Summary"). The Institution will use reasonable scientific and commercial efforts to be a study site for, and conduct the Study in accordance with this Agreement, the Study Documents and the written instructions of the Foundation and its authorized agents delivered to the Institution. The parties acknowledge and agree that the Institution may (a) engage third parties to conduct certain Study activities on behalf of the Institution and (b) utilize the facilities of third parties to conduct Study activities. The Institution will cause each third party engaged to conduct Study activities on behalf of the Institution in accordance with, and subject to, the terms and conditions of this Agreement and the Study Documents. The Institution agrees that the Institution will be solely responsible and liable for (i) the Study activities conducted by each third party engaged to conduct Study activities on behalf of the Institution as if such activities were conducted by the Institution and (ii) the conduct of

the Study activities conducted at each third party facility utilized by the Institution to conduct Study activities.

3. All Study activities conducted by, or on behalf of, the Institution will be supervised and directed by the Site Investigator. The Site Investigator will personally supervise the conduct of the Study.
4. The Foundation will support the conduct of the Study by making the payments in the amounts, at the times and subject to the conditions as set forth in Schedule 1 (the "Payment Schedule") and providing the Study Materials as set out in the Study Documents.

Representation, Warranties and Covenants

5. The Institution represents and warrants to, and covenants with the Foundation that:
 - (a) The Institution consents to the use of its facilities for the Study and has obtained the consent to utilize any third party facilities used to conduct Study activities. The Site Investigator has been granted the necessary privileges to recruit and process research participants at the Institution and any such third party facilities in accordance with this Agreement and the Study Documents.
 - (b) The Study will be conducted in accordance with, and the Institution will comply with, all (i) applicable laws and regulations, including regulations regarding good clinical practice, informed consent, research participant confidentiality, research participant safety and record storage and (ii) local clinical practice and professional standards.
 - (c) The Site Investigator is, and any other person conducting the Study on behalf of the Institution will be, qualified by education, training and experience to perform the Study activities conducted by them.
 - (d) No research participant will be accepted into the Study before the Study has been approved by the IRB and the research participant has signed and dated an Informed Consent.
 - (e) The Institution will comply with the procedure set forth in the applicable Study Documents for clinical follow-up of any serious medical issues manifested by a research participant during the course of the Study.
 - (f) Except as necessary to protect the safety or welfare of the research participants, the Institution will not deviate from the Protocol. The Institution will promptly notify the Foundation in writing of any deviation from the Protocol.

- (g) The Institution will not represent the interests, or make submissions on behalf of the Foundation to the IRB, any Regulatory Authority or any other third party with an interest in, or jurisdiction over, the Study without the prior written consent of the Foundation. The Institution will reasonably promptly forward to the Foundation copies of all correspondence to or from the IRB, any Regulatory Authority or any other third party concerning the Study (including, as applicable, the Protocol and Informed Consent), and will notify the Foundation within five days of receiving any approval or consent or any refusal, withdrawal or suspension of approval for the conduct of the Study.
- (h) **[SECTION MAY NEED MODIFIED BASED UPON ORIGINATION OF STUDY DOCUMENTS AS RELATES TO STUDY SITE]** The Foundation is, and will remain at all times, the owner of the Study Documents and the Study Materials. The Study Documents and the Study Materials will be used for the sole purpose of conducting the Study and shall not be transferred to any third party without the written consent of the Foundation. Except for their use in conducting the Study, the Institution shall have no ownership or other interest in the Study Documents or the Study Materials. The Institution will handle, maintain, store and use all Study Materials in its possession in accordance with the Protocol, the Study Documents and all applicable laws and regulations. Upon any termination of this Agreement, any unused Study Documents and Study Materials will be returned to the Foundation at the Foundation's expense or disposed of as the Foundation may direct.
- (i) Neither the Institution, the Site Investigator nor any other person conducting the Study on behalf of the Institution (i) to the best knowledge of the Institution is currently and has not ever been, debarred or convicted of a crime for which a person can be debarred or otherwise suspended or disqualified under any applicable laws, regulations or professional guidelines and (ii) to the knowledge of the Institution, has not ever been threatened to be debarred or indicted for a crime or otherwise engaged in any conduct or activity for which a person can be debarred or otherwise suspended or disqualified. The Institution has not received notice that any Regulatory Authority intends to seek debarment, suspension or disqualification of the Institution or any such person. If, during the term of this Agreement, the Institution becomes aware that the Institution, the Site Investigator or any other person conducting the Study on behalf of the Institution (A) comes under investigation by any Regulatory Authority for debarment action or suspension or disqualification under any applicable laws, regulations or professional guidelines or is suspended or disqualified under any applicable laws, regulations or professional guidelines or (B) is debarred or otherwise suspended or disqualified under any applicable laws, regulations or professional guidelines, the Institution will, upon learning of such event or occurrence, immediately notify the Foundation.

6. The Foundation represents and warrants to, and covenants with the Institution that:
- (a) The Foundation will comply with all laws and regulations applicable to the Foundation as a result of the Foundation's funding of the Study, including regulations regarding informed consent and research participant confidentiality.
 - (b) The Foundation will supply the Institution with the Study Materials specified in the Study Documents.
 - (c) Except as (i) required by all applicable laws and regulations or (ii) expressly provided in the applicable research participant's Informed Consent, neither the Foundation nor any Foundation Collaborator will have the right to access or review any document or other record containing information that would allow identification of a research participant that has not been removed or redacted by the Institution (such removal or redaction to be done at the expense of the Foundation).
 - (d) **[SECTION SHOULD ONLY BE INCLUDED AS APPROPRIATE FOR STUDY SPECIFICS – GENERALLY, THIS SHOULD NOT BE INCLUDED.] [The Foundation will, subject to scientific review, use reasonable commercial efforts to make all data collected in the course of the Study and in the Foundation's possession available to the Site Investigator for research purposes.]**

Study Recordkeeping and Monitoring

7. The Institution will keep complete and accurate records of all data collected **[and/or analyzed] [INCLUDE IF INTERIM ANALYSIS TO BE CONDUCTED DURING COURSE OF THE STUDY]** in the course of the Study. The Institution shall retain all such records for a period of not less than five years from the date of termination of this Agreement. Prior to the expiration of such five-year period, the Foundation may notify the Institution that the Foundation elects to reimburse the Institution for the cost of the additional storage of such records for a specified time by delivering a notice to such effect to the Institution. If so notified by the Foundation, the Institution will maintain said records pursuant to Institution's document retention policies. Upon reasonable advance notice, the Institution agrees to make all such records (subject to the removal, at the Foundation's expense, of information that would allow identification of a research participant) available to the Foundation and its authorized representatives for review and copying. Upon reasonable advance notice, the Institution agrees to give the Foundation and its authorized representatives reasonable access to the Institution's facilities and personnel in order for the Foundation to monitor or audit the Study, or both.

Study Data; [; Reporting] [INCLUDE AS APPLICABLE] [Study Interim Analysis;] [INCLUDE AS APPLICABLE]

8. The Institution will, using the case report forms and method of delivery specified in the Study Documents, reasonably promptly deliver to the Foundation the data and information collected about each research participant in the course of the Study (the "Study Data"). Upon receipt of a query from the Foundation, the Institution will use reasonable scientific and commercial efforts to resolve any inconsistencies, errors, omissions in the data so delivered. The Foundation and the Foundation Collaborators may use the Study Data as set forth in the Informed Consents. The Foundation will not make Study Data available to any Foundation Collaborator unless that Foundation Collaborator agrees to acknowledge the contribution of the Site Investigator and the Institution, as appropriate, in any publication of the results of their use of the Study Data.

9. [INCLUDE/MODIFY PROVISIONS FOR WEEKLY/MONTHLY REPORTING AS APPLICABLE BASED UPON THE STUDY SPECIFICS AND REPORTING REQUIRED] Promptly following the end of each [week]/[month] [SELECT/MODIFY AS APPROPRIATE], the Institution will submit the following written reports to the Foundation: (a) a report in respect of the Institution's activities related to screening potential research participants for the Study during such [week]/[month] [SELECT/MODIFY AS APPROPRIATE] (each, a "Study Screening Report") and (b) a report in respect of the Institution's activities related to research participants that have been recruited to participate in the Study during such [week]/[month] [SELECT/MODIFY AS APPROPRIATE] (each, a "Study Recruiting Report"). Each Study Screening Report and Study Recruiting Report shall be in a format approved, or provided to the Institution, by the Foundation. Each Study Screening Report shall include such information as reasonably requested by the Foundation including the following information: (i) [____], (ii) [____], (iii) [____] and (iv) [____]. Each Study Recruiting Report shall include such information as reasonably requested by the Foundation including the following information: (i) [____], (ii) [____], (iii) [____] and (iv) [____].

10. [INCLUDE/MODIFY PROVISIONS FOR INTERIM ANALYSIS AS APPLICABLE BASED UPON THE STUDY SPECIFICS] The Institution will, from time to time during the conduct of the Study, conduct an interim analysis of the Study Data as specified in, and in accordance with, the Study Summary and the other Study Documents (each, a "Study Interim Analysis"). The Institution will report and deliver the methods, data, outcomes or other results made in the course of the conduct of each Study Interim Analysis (collectively, the "Study Interim Analysis Results") reasonably promptly following the completion of each such Study Interim Analysis. [The Foundation and the Foundation Collaborators may use the Study Interim Analysis Results for any purpose.] [MODIFY AS APPLICABLE BASED UPON STUDY SPECIFICS] [The Foundation will not make the Study Interim Analysis Results available to any Foundation Collaborator unless that Foundation Collaborator agrees to acknowledge the contribution of the Site Investigator and the Institution, as appropriate, in any publication of the results of their use of the Study Interim Analysis Results.] [MODIFY AS APPLICABLE BASED UPON STUDY SPECIFICS]

Intellectual Property

11. [IP PROVISIONS TO BE DISCUSSED AND MODIFIED BASED UPON CIRCUMSTANCES OF THE STUDY - THE ENROLL-HD STUDY PROVISION IS PROVIDED BELOW AS AN EXAMPLE]

Except as otherwise specifically set forth in this Agreement, any intellectual property invented or developed in the course of the Study [or the conduct of the Study Interim Analysis] [INCLUDE AS APPLICABLE] will be owned by the party whose employees or third parties engaged by such party to conduct Study activities on its behalf invented or developed the intellectual property. Jointly invented or developed intellectual property will be jointly owned by the parties whose employees or third parties engaged by such party to conduct Study activities on its behalf invented or developed the intellectual property and each joint owner shall have the right to assign or license its ownership rights without the consent of the other joint owner. Inventorship will be determined by applicable patent law. The Institution will not sell or otherwise transfer title to any intellectual property invented or developed in the course of the Study [or the conduct of the Study Interim Analysis] [INCLUDE AS APPLICABLE] owned by the Institution (the "Institution Intellectual Property") to any third party unless such third party takes title to such Institution Intellectual Property subject to the rights of the Foundation, and the obligations of the Institution, in such Institution Intellectual Property under this Agreement. The Foundation will not sell or otherwise transfer title to any intellectual property invented or developed in the course of the Study [or the conduct of the Study Interim Analysis] [INCLUDE AS APPLICABLE] owned by the Foundation (the "Foundation Intellectual Property") to any third party unless such third party takes title to such Foundation Intellectual Property subject to the rights of the Institution, and the obligations of the Foundation, in such Foundation Intellectual Property under this Agreement.

12. The Institution grants and agrees to grant to the Foundation a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under the Institution Intellectual Property solely for Research Purposes, including a license to (a) make, have made, use, have used, import and have imported any product, (b) practice and have practiced any method or process and (c) use and have used the Confidential Information relating to the Institution Intellectual Property, in each case solely for Research Purposes. The Foundation may grant non-sublicensable sublicenses under the license granted under this section on the same terms granted to the Foundation herein; provided, that, such sublicense (i) is granted without payment of royalties, other fees or profit and (ii) prohibits the sublicensee from granting sublicenses.

Publishing and Confidentiality

13. [PUBLICATION PROVISIONS TO BE DISCUSSED AND SELECTED/MODIFIED BASED UPON CIRCUMSTANCES OF THE STUDY - VARIOUS OPTIONS ARE PROVIDED BELOW AS EXAMPLES] [PUBLICATION OPTION 1: ENROLL-HD STUDY PROVISION] The Institution acknowledges that the Study is a global multi-site observational clinical study and that the Foundation and the Study's principal investigator intend to form a publication committee that will coordinate the

preparation and publication of a multi-center baseline publication of the data from the Study. The Site Investigator may be invited by the Study publication Committee to participate as an author in the preparation of any such baseline publication. Any such baseline publication will acknowledge the contribution of the Site Investigator and the Institution, as appropriate. Neither the Institution nor the Site Investigator will submit Study Data for separate publication before the earlier of (a) the publication of the baseline publication and (b) the date that is [____] months following the date hereof. Any such separate publication will acknowledge the Foundation's support of the Study.

[PUBLICATION OPTION 2 HD CLARITY STUDY PROVISION] Each party acknowledges that either party is free at any time to, subject to the Informed Consents, publish the Study Data or Study Interim Analysis Results. Each party agrees that any such publication will acknowledge the contribution of the other party to the conduct of the Study, as appropriate.

[PUBLICATION OPTION 3 FDG PET STUDY PROVISION]

(a) The Foundation agrees not to publish or otherwise publicly disclose the Study Data or Study Interim Analysis Results, and to not permit any Foundation Collaborator to publish or otherwise publicly disclose the Study Data or Study Interim Analysis Results, until after the date (the "Restricted Disclosure Period End Date") that is the earlier to occur of (a) the publication or other public disclosure of any of the Study Data or Study Interim Analysis Results by the Site Investigator, (b) the date that is one year following the date of the completion of the Study, (c) the date that is one year following the date such Study Data or Study Interim Analysis Results were required to be delivered to the Foundation pursuant to Section [____] of this Agreement and (d) the date that is one year following the date of the termination of this Agreement.

(b) Until the Restricted Disclosure Period End Date, the Site Investigator will have (i) the sole and exclusive right to publish or otherwise publicly disclose the Study Data and Study Interim Analysis Results and (ii) the sole and final authority over any and all decisions related to the publication or other public disclosure of the Study Data and Study Interim Analysis Results; provided, that, during such period of time, the Site Investigator agrees to work in good faith with the Foundation to develop and publish a joint publication. The Site Investigator will use reasonable efforts to publish, cause to be published or otherwise publicly disclose the Study Data and Study Interim Analysis Results as soon as reasonably possible after the completion of the Study. After the Restricted Disclosure Period End Date, either party may disclose (including through publication or other public disclosure) the Study Data and Study Interim Analysis Results without any restrictions. Each party agrees to provide appropriate acknowledgement of the other party's contribution to the conduct of the Study in any publication or other public disclosure of the Study Data or Study Interim Analysis Results.

14. Each party may disclose, or have disclosed on its behalf, Confidential Information to the other party during the conduct of the Study. Each receiving party will treat the Confidential Information of the disclosing party in the same manner, and with the same level of care (but, in

no event, less than a reasonable level of care), as the receiving party would treat its own confidential or proprietary information and will not, without the prior written consent of the disclosing party, disclose the Confidential Information of the disclosing party to any third party or use the Confidential Information of the disclosing party for any purpose other than as permitted by this Agreement. Each receiving party agrees to limit disclosure of the disclosing party's Confidential Information to (a) those of its affiliates, directors, officers, employees, representatives, consultants, agents, service providers, advisors and other third parties engaged by such party to conduct Study activities on its behalf (including scientific advisors, legal counsel, etc.) and (b) in the case of the Foundation only, the Foundation Collaborators (collectively, "representatives") who have a need to know such Confidential Information to enable such receiving party to perform its obligations, or exercise its rights, under this Agreement and have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. Except to the extent prohibited by applicable law, each receiving party further agrees that it will be responsible for any breach by its representatives of the obligations under this Agreement relating to Confidential Information of the disclosing party.

15. Each receiving party may, without the prior written consent of the disclosing party, disclose the Confidential Information of the disclosing party to the limited extent it is required to pursuant to any applicable federal, state, provincial, local, or international law, or any judicial or government request, requirement or order or any IRB requirement; provided, that, such receiving party provides the disclosing party with sufficient prior notice, and cooperates with the disclosing party (at such disclosing party's cost and expense), to allow the disclosing party to contest such requirement for disclosure. In addition, either party may, without the prior written consent of the other party, disclose the existence of this Agreement and a general summary of the Study.

Term and Termination

16. The term of this Agreement will begin on the date first written above and will continue until the Study is completed unless earlier terminated as provided below.

17. The Foundation may terminate this Agreement at any time and for any reason, including a decision by the Foundation to discontinue the Study, by giving notice to the Institution to that effect. The Institution may terminate this Agreement at any time and for any reason by giving 60 days' prior notice to the Foundation to that effect.

18. Upon the termination of this Agreement:

- (a) the Institution will promptly stop enrolling new research participants in the Study and cancel any scheduled study visits with existing research participants (so long as doing so is not inconsistent with good clinical practices);

- (b) the Institution will, at the Foundation's expense, return all Study Documents and Study Materials in its possession to the Foundation; provided, however, that the Institution may keep a copy of the Study Documents for legal, audit and other archival purposes;
- (c) the Institution will, as requested in writing by the Foundation, conduct follow-up visits of research participants and record and report data in respect thereof to the extent necessary to protect the health and safety of research participants and as required by law;
- (d) **[TO BE DISCUSSED AND DELETE/MODIFY BASED UPON CIRCUMSTANCES OF THE STUDY]** if such termination is not a consequence of the discontinuation of the Study, the Institution will use reasonable efforts to facilitate the continued participation of the Institution's research participants at another study site to the extent such research participants wish to do so; and
- (e) Section 2, Section 3 and Section 4 of this Agreement will terminate and have no further force and effect and all other sections of this Agreement will survive indefinitely and remain in full force and effect.

19. The termination of this Agreement will not (a) relieve either party from the performance of its obligations under this Agreement which accrued prior to the date of termination, (b) relieve either party from obligations it has under sections of this Agreement which expressly survive such termination or (c) relieve any party then in breach of this Agreement for any liabilities to the other party resulting from that breach.

Miscellaneous

20. If (a) a research participant is injured as a direct result (as determined by the Institution and the Foundation) of any procedure required by the Protocol to which such research participant would not have been exposed but for participation in the Study and that is not currently accepted treatment or intervention considered effective in the treatment of such research participant's specific disease or condition and (b) such injury is not a result of the failure of the Site Investigator and the Institution to have complied with this Agreement, the Protocol and the Study Documents the Foundation will reimburse reasonable costs that are required to be paid by the research participant and the Institution (to the extent not covered by insurance) for necessary medical treatment of that research participant.

21. Neither the Institution, the Site Investigator nor any other person conducting the Study on behalf of the Institution will, or will cause others to seek or accept payment or reimbursement from any research participant or any third party (such as, but not limited to, a governmental entity or insurance plan) for any treatment, test, evaluation, procedure or supplies specifically paid for as part of the Study.

22. The Foundation will defend and indemnify the Institution and its affiliates, members, trustees, directors, officers, employees, representatives, consultants, agents, service providers and other third parties engaged by the Institution to conduct Study activities on its behalf (collectively, the "Institution Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Institution Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (a) the Foundation's negligence or willful misconduct; (b) the Foundation's breach of this Agreement; or (c) the activities of the Institution in the course of conducting the Study that were conducted in accordance with this Agreement, the Protocol and the Study Documents (but, in the case of each of (a), (b) and (c) above, only to the extent such third party action, assessment, claim, demand, proceeding or suit does not result from, or arise out of, an action for which the Institution is obligated to indemnify the Foundation Indemnified Parties pursuant to Section 23 of this Agreement). For clarity, the parties agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Institution and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.

23. To the extent not prohibited by applicable law, the Institution will defend and indemnify the Foundation and its affiliates, members, trustees, directors, officers, employees, representatives, consultants, agents, service providers and other third parties engaged by the Foundation to conduct Study activities on its behalf (collectively, the "Foundation Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Foundation Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (a) the Institution's negligence or willful misconduct; (b) the Institution's breach of this Agreement; or (c) the activities of the Institution in the course of conducting the Study that were not conducted in accordance with this Agreement, the Protocol and the Study Documents (but, in the case of each of (a), (b) and (c) above, only to the extent such third party action, assessment, claim, demand, proceeding or suit does not result from, or arise out of, an action for which the Foundation is obligated to indemnify the Institution Indemnified Parties pursuant to Section 22 of this Agreement). For clarity, the parties agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Institution and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.

24. The Foundation represents and warrants that it possesses and will carry, at its own expense, commercial general liability insurance with limits of not less than US\$2,000,000 per occurrence and US\$2,000,000 in the aggregate, with coverage applicable to this Study. The Foundation will maintain such coverage for the duration of this Agreement and for one year following its termination.

25. The Institution represents and warrants that it possesses and will carry, at its own expense, commercial general liability insurance with limits of not less than US\$1,000,000 per

occurrence (or the local currency equivalent) and US\$2,000,000 in the aggregate (or the local currency equivalent), and professional malpractice insurance, with coverage applicable to sponsored clinical research activities conducted by, or on behalf of, the Institution, (or similar errors and omissions insurance) with limits of not less than US\$1,000,000 per occurrence and US\$1,000,000 in the aggregate. The Institution will maintain such coverage for the duration of this Agreement and for one year following its termination. If the Site Investigator is not an employee of the Institution, the Institution further represents and warrants that it will cause the Site Investigator to maintain medical professional liability insurance in accordance with local clinical practice and professional standards for the duration of this Agreement and for one year following its termination.

26. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, local mail service with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered will be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by local mail service, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the addresses for the parties set forth in the Study Summary (or to such other address as may be designated by a notice given in accordance with the provisions of this section of the Agreement).

27. If a dispute arises relating to this Agreement the parties will first try in good faith to settle such dispute, failing which such dispute will be settled by a single arbitrator in an arbitration in New York, NY administered by JAMS under its Comprehensive Arbitration Rules and Procedures. All arbitration proceedings and filings or documents related thereto shall be in the English language. The parties will instruct the arbitrator that the prevailing party of any dispute (as determined by the arbitrator) will be awarded the reasonable attorneys' fees, costs and other expenses incurred by the prevailing party in the course of the arbitration of such dispute. The award rendered by the arbitrator will be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings will be confidential.

28. No party will use the name, trademarks, logos, physical likeness or other symbol of the other party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written authorization of the other party. Either party may make reference to the Foundation's funding of the Study, provided that, in any such reference, the Foundation's funding and the relationship of the parties will be accurately and appropriately described. Neither party will act or describe itself as the agent of the other party nor will either party represent that it has any authority to make commitments on behalf of the other party. Nothing in this Agreement will create, evidence or imply any agency, partnership or joint venture between the Institution and the Foundation.

29. The Institution may not assign this Agreement without the prior written consent of the Foundation. The Foundation may assign this Agreement without the prior written consent of the Institution to an entity that agrees in writing to assume the Foundation's obligations under this Agreement. The Foundation shall give notice of any such assignment to the Institution.

30. This Agreement may not be amended except by a document signed by each of the parties. Any failure of a party to enforce any provision of this Agreement will not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement will be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event an arbitrator or court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding will have no effect on the remaining provisions of this Agreement, and they will continue in full force and effect.

31. The exhibits, appendices and schedules identified in this Agreement are a part of this Agreement. If anything in any appendix, exhibit or schedule attached to this Agreement, any Study Document or any notice, invoice or other document delivered by a party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement will control. This Agreement constitutes the entire Agreement between the parties relating to the Study and supersedes all prior understandings and Agreements relating to the Study. This Agreement may be signed, including by facsimile or ".pdf" file, in two or more counterparts. Each counterpart will constitute an original document and all counterparts, taken together, will constitute the same instrument.

32. This Agreement will be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

* * * * *

In witness to the foregoing, the Parties have executed this Clinical Study Site Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

INSTITUTION:

[____] [INSERT NAME OF
INSTITUTION]

By: _____
Name:
Title:

Exhibit 1 to Clinical Study Site Agreement

(Defined Terms)

- 1. "Confidential Information" means all information of whatsoever type or kind (a) provided (either directly or indirectly in writing or other tangible form or orally) by one party (the "disclosing party") to another party (the "receiving party") that is clearly marked and identified as "Confidential" by the disclosing party at the time of disclosure or (b) specifically deemed to be "Confidential Information" pursuant to this Agreement. Any information communicated orally by the disclosing party will be considered "Confidential Information" only if (i) such information is identified as "Confidential" at the time of disclosure, (ii) such information is promptly reduced to writing by the disclosing party and (iii) such written record is clearly marked and identified as "Confidential" and provided to the receiving party within 30 days after the initial disclosure of such information. Specifically excepted from Confidential Information is all information that the receiving party can demonstrate by written records (A) to have been known by, or in the possession of, the receiving party prior to the disclosing party's disclosure of such Confidential Information to the receiving party; (B) has, after disclosure of such Confidential Information by the disclosing party to the receiving party, become known to the receiving party through a third party who is not known by the receiving party to be under any obligation of confidentiality to the disclosing party; (C) to have been part of the public domain or publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (D) has, after disclosure of such Confidential Information by the disclosing party to the receiving party, become part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; or (E) to have been independently developed by the receiving party without reference to, or reliance upon, such Confidential Information. The Institution agrees that the all Study Documents shall be deemed Confidential Information of the Foundation and treated as Confidential Information by the Institution in accordance with the terms of Section 14 and Section 15. [CONSIDER IF OTHER DATA/INFORMATION SHOULD BE DEEMED CONFIDENTIAL OF CHDI OR THE SITE]
2. "Foundation Collaborators" means those (a) third parties to whom the Foundation grants the right to use all or part of the Study Data[, Study Interim Analysis Results] [INCLUDE AS APPLICABLE] and/or Study Intellectual Property, including any entity collaborating with the Foundation and/or fee for service clinical research organizations, laboratories or repositories providing services to the Foundation and (b) fee for service laboratories providing services on behalf of any such third party described in (a) above.
3. "Foundation Indemnified Parties" has the meaning set forth in Section 23 of this Agreement.

4. "Foundation Intellectual Property" has the meaning set forth in Section 11 of this Agreement.
5. "HD" has the meaning set forth in the preamble to this Agreement.
6. "Informed Consent" means the written document, together with all future amendments thereto, signed and dated by a research participant to confirm his or her willingness to participate in the Study.
7. "Institution Indemnified Parties" has the meaning set forth in Section 22 of this Agreement.
8. "Institution Intellectual Property" has the meaning set forth in Section 11 of this Agreement.
9. "IRB" means an Institutional Review Board having jurisdiction over the Study that is responsible for ensuring the protection of the rights, safety and well-being of the research participants involved in the Study. For purposes of this Agreement, IRB will also be deemed to refer to the equivalent board of other body in jurisdictions other than the United States including Research Ethics Boards and Ethical Advisory Boards.
10. "Payment Schedule" has the meaning set forth in Section 4 of this Agreement.
11. "Protocol" means the written document, together with all future amendments thereto, which sets forth the objectives, study design and methodology for the Study.
12. "Regulatory Authority" means any and all national, multi-national or other governmental agency or body (a) with authority over the manner in which a clinical study is conducted in a country or multi-national group or union of countries or (b) responsible for granting regulatory approval for the conduct of a clinical study in a country or multi-national group or union of countries.
13. "Research Purposes" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of a disease other than (a) the manufacture or distribution of any such product or service for sale or (b) the sale of any such product or service. For the avoidance of doubt, Research Purposes will not include any right to (i) manufacture or distribute any such product or service for sale or (ii) sell any such product or service.
14. "Site Investigator" means the individual identified as such in the Study Summary. **[USE THE FOLLOWING TEXT IF MORE THAN ONE SITE INVESTIGATOR – IN SUCH CASE UPDATE APPENDIX A BELOW TO REFERENCE ALL SITE INVESTIGATORS] ["Site Investigator" means the individuals identified as such in the Study Summary. The Institution acknowledges and agrees that references in this Agreement to the Site**

Investigator shall be to each of the individuals identified as such in the Study Summary, collectively and individually.]

15. "Study" has the meaning set forth in the preamble to this Agreement.
16. "Study Data" has the meaning set forth in Section 8 of this Agreement.
17. "Study Documents" means (a) the Study Summary, (b) the Informed Consent, (c) the Protocol and (d) all documents, and amendments thereto, provided by, or on behalf of, the Foundation to the Institution which instruct, provide information or otherwise explain the conduct of the Study.
18. **[INCLUDE AS APPLICABLE]** "Study Interim Analysis" has the meaning set forth in Section 10 of this Agreement.
19. **[INCLUDE AS APPLICABLE]** "Study Interim Analysis Report" has the meaning set forth in Section 10 of this Agreement.
20. "Study Materials" means any (a) biological material collections kits, (b) equipment and (c) other items or materials, provided by, or on behalf of, the Foundation to the Institution to enable the Institution to conduct of the Study.
21. **[INCLUDE AS APPLICABLE]** "Study Recruiting Report" has the meaning set forth in Section 9 of this Agreement.
22. **[INCLUDE AS APPLICABLE]** "Study Screening Report" has the meaning set forth in Section 9 of this Agreement.
23. "Study Summary" has the meaning set forth in Section 2 of this Agreement.

Appendix A to Clinical Study Site Agreement

(Study Summary)

[REVIEW AND REVISE AS NECESSARY FOR STUDY SPECIFICS]

1. Protocol Title: [____]
2. Site Investigator: [____] **[SITE: PLEASE PROVIDE PI NAME AND INCLUDE ALL PI NAMES IF MULTIPLE SITE INVESTIGATORS]**
3. Number/Nature of Research Participants to be Recruited:
 - (a) Number of Research Participants.
 - (i) The Study is open to all research participants meeting the eligibility criteria specified in the Protocol. **[THE FOLLOWING ARE ILLUSTRATIVE EXAMPLES – SELECT/MODIFY AS APPLICABLE.]** [The Institution will recruit approximately eight Huntington's Disease Gene Expansion Carrier ("HDGEC") research participants and eight companion research participants (each as described in the Protocol) but no more than a total of 16 research participants.]/[There are no limits on the number of research participants the Institution may recruit.]
 - (ii) From time to time throughout the course of the Study, the Foundation, in its sole discretion, may increase or decrease the number of research participants to be recruited by the Institution by providing written notice to such effect to the Institution.
 - (b) Nature of Recruited Research Participants.
 - (i) **[THE FOLLOWING IS ILLUSTRATIVE EXAMPLE – SELECT/MODIFY AS APPLICABLE.]** [Unless otherwise directed, or consented to, by the Foundation in writing, the Institution will attempt to balance the nature of the HDGEC research participants recruited throughout the course of the Study across the two disease groups: Pre-Manifest HDGEC and Early-Manifest HDGEC (each as described in the Protocol). The research participants are to be recruited in a balanced fashion in order to avoid, for example, having all Pre-Manifest HDGEC or Early-Manifest HDGEC.]
 - (ii) **[THE FOLLOWING IS ILLUSTRATIVE EXAMPLE – SELECT/MODIFY AS APPLICABLE.]** [From time to time throughout the course of the Study, the Foundation, in its sole discretion, may provide written instructions to the Institution in respect of the nature of the research participants to

be recruited by the Institution so that the recruitment for the overall global Study conducted at all study sites is balanced across disease groups.]

4. Form of Case Report Form (CRF)/Method of Delivery:
- (a) Form of Case Report Form (CRF): **[SELECT/MODIFY AS APPLICABLE]**
[Ecrf]/[Paper CRF]
- (b) Method of Delivery: **[SELECT/MODIFY AS APPLICABLE]** [Delivered electronically through the an electronic data capture system.]/[Each completed, signed and dated paper CRF is to be delivered via email to the following address: [____].]
5. **[INCLUDE AS APPLICABLE. TO BE DELETED IF NO INTERIM ANALYSIS CONTEMPLATED]**
Description of Study Interim Analysis:
- (a) [____]: [____].
- (b) [____]: [____].
6. Notice Information:
- (a) Institution: **[SITE: PLEASE PROVIDE CONTACT INFORMATION]**
- [____]
[____]
[____]
Attention: [____]
Fax: [____]
- (b) Site Investigator: **[SITE: PLEASE PROVIDE CONTACT INFORMATION – INCLUDE ADDRESS FOR EACH PI IF MORE THAN ONE SITE INVESTIGATOR]**
- [____]
[____]
[____]
Fax: [____]
- (c) Foundation:
- CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001

Attention: Ruth Basu, Chief Administrative Officer
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

Schedule 1 to Clinical Study Site Agreement

(Payment Schedule)

[TO BE INSERTED – DEVELOP USING SCHEDULE 1 TEMPLATES/PRECEDENTS BASED UPON STUDY SPECIFICS]

INFORMED CONSENT FORM

[ICF TEMPLATE – STUDY DATA ONLY– NORTH AMERICAN/ADULT COMBINED]

[NOTE THIS GENERAL ICF TEMPLATE PROVIDES STANDARD CHDI ADOPTED/APPROVED LANGUAGE AND/OR SUGGESTED LANGUAGE THAT SHOULD SERVE AS A GUIDE FOR PREPARING STUDY-SPECIFIC ICF TEMPLATES. CERTAIN SECTIONS (MARKED IN RED) SUCH AS THOSE RELATING TO USE OF DATA/SAMPLES, HIPAA AND SUBJECT INJURY HAVE BEEN DRAFTED TO REFLECT CHDI'S POLICY AND SHOULD NOT BE ALTERED WITHOUT PRIOR DISCUSSION WITH CHDI LEGAL (THESE SECTIONS SHOULD, HOWEVER, BE READ CAREFULLY TO ENSURE THEY ARE CONSISTENT WITH THE SPECIFICS OF THE STUDY FOR WHICH THE ICF IS BEING PREPARED AND, IF NOT, SUCH INCONSISTENCIES DISCUSSED WITH CHDI LEGAL). OTHER SECTIONS THAT RELATE TO THE ASPECTS OF THE STUDY FOR WHICH THE ICF IS BEING PREPARED WILL REQUIRE MORE SUBSTANTIAL MODIFICATIONS TO REFLECT THE SPECIFICS OF THE PROTOCOL/PROCEDURES AS WELL AS OTHER UNIQUE ASPECTS OF SUCH STUDY. CHDI STRIVES TO USE SIMILAR LANGUAGE IN SIMILAR CIRCUMSTANCES IN ICFS. WHEN FILLING IN LANGUAGE IN THIS TEMPLATE PLEASE CONSULT PRIOR ICFS WHICH CAN BE FOUND IN QUICKBASE OR ON THE CLINICAL R-DRIVE.]

I. TITLE AND PROTOCOL NUMBER

Title: [____]: [____] [INSERT FULL NAME OF STUDY AS SET FORTH IN FINAL PROTOCOL]

Protocol Number: [____] [INSERT PROTOCOL NUMBER AS SET FORTH IN FINAL PROTOCOL (IF THERE IS NO PROTOCOL NUMBER, DELETE THIS REFERENCE)]

II. FUNDING ORGANIZATION/STUDY SITE INVESTIGATOR

Funding for this study is being provided by CHDI Foundation, Inc., a non-profit foundation that only works on Huntington's disease (HD) and funds a variety of research activities aimed at developing treatments for HD.

This study's clinical procedures and assessments as well as the day-to-day management of this study will be carried out at the study sites including [____] [INSERT NAME OF INSTITUTION]. The study site investigator is [____] [INSERT NAME OF INVESTIGATOR].

III. INTRODUCTION AND PURPOSE OF THIS STUDY

[USE THE OBJECTIVES SET FORTH IN THE PROTOCOL FOR THE STUDY TO EXPLAIN THE PURPOSE OF THE STUDY IN LANGUAGE THAT IS EASY TO UNDERSTAND. A SHORT OUTLINE OF THE PROCEDURES REQUIRED OF THE PARTICIPANT AS PART OF THE STUDY SHOULD ALSO BE INCLUDED. SEE APPROVED CONSENT FORMS FOR OTHER/PRIOR STUDIES AS EXAMPLES. IN ADDITION, SOME SAMPLE LANGUAGE IS PROVIDED BELOW BUT SHOULD BE AMENDED/DELETED AS NECESSARY BASED UPON THE SPECIFICS OF THE STUDY/PROTOCOL.]

This consent form gives you information to help you decide if you want to participate in this study. It is important that you understand this information before you decide if you want to participate in this study.

Please read this consent form carefully. If you have any questions about this consent form please ask the person who presents it to you to answer them before deciding whether or not to participate in this study. You may also talk about this information with your family, friends or family doctor before deciding whether or not to participate in this study. You should take all the time you need to decide.

Once you have read this consent form and have had all your questions answered, if you decide that you wish to participate in this study, you will be asked to sign and date this consent form. You will be given a signed copy of this consent form for your own records.

You are being asked to participate in [_____] **[INSERT SHORT NAME OF STUDY]**, a research study. We are asking you to participate in this study because you have tested positive for the genetic mutation that causes HD[, because you might be at risk for developing HD] **[INCLUDE AS APPROPRIATE]** or because you are a control. A control is a person who does not carry the genetic mutation that causes HD.

The main purpose of this study is to [_____] **[INSERT PURPOSE OF STUDY]**.

During this study, certain information will be collected about you such as your name, [age, gender, stage of your HD] **[MODIFY AS NECESSARY ON THE BASIS OF THE DESCRIPTION IN THE PROTOCOL]**. [Since you are also a participant in the Enroll-HD study, we will request access to the information collected about you during your participation in the Enroll-HD study. The information we receive relating to your participation in the Enroll-HD study will be used to understand the information collected about you as part of this study and help with the analysis of such information.] **[ONLY INCLUDE THIS SECTION IF DATA FROM THE ENROLL-HD STUDY WILL BE USED OR CROSS REFERENCED IN THE STUDY]**

Your participation in this study is completely voluntary. You are completely free to choose whether or not to participate in this study. If you decide to participate, you can change your mind and withdraw from this study at any time for whatever reason. You are not required to give any reason for your decision on whether or not to participate in this study or, if you decide to participate, for your decision to withdraw from this study. Deciding not to participate in this study or deciding to withdraw from this study will not affect the current or future care that you would otherwise expect to receive. [Nor will any such decision affect your participation in the Enroll-HD study.] **[INCLUDE AS APPROPRIATE]**

We will not put your name, address or any other information that could directly identify you on the information collected about you during this study. All information collected about you during this study will be coded with one or more unique identification numbers (codes) to protect your identity [and connect such information to other HD studies in which you may participate] **[ONLY INCLUDE THE DESCRIPTION OF LINKING DATA IF RELEVANT TO THIS STUDY AND DESCRIBED IN THE STUDY PROTOCOL]**. Only the study site investigator and study site staff will be aware of your identity and have the key to the code(s) that links you to the information collected about you during this study. All information collected about you during your study visits will be stored in secure databases where they will be available now and in the future to researchers who are trying to develop new tests for, and ways to treat HD and similar diseases, as well as for other biomedical research.

IV. NUMBER OF PARTICIPANTS

The total number of participants in this study will be about [____]; approximately [____] HD participants, at different stages of disease, and approximately [____] healthy controls. **[INCLUDE THE TOTAL NUMBER OF PARTICIPANTS TO BE INCLUDED IN THE STUDY. ALSO, BREAK DOWN THE TOTAL NUMBER OF PARTICIPANTS INTO THE TYPES OF PARTICIPANTS (EG, HD AND CONTROL).]**

Approximately [____] study sites will participate in this study. The locations of these study sites include, but are not limited to, **[the United States, Canada and Europe.]** **[INCLUDE THE TOTAL NUMBER OF STUDY SITES TO BE INCLUDED IN THE STUDY AND MODIFY LOCATION(S) AS APPROPRIATE. NOTE, THE LANGUAGE IS DRAFTED AS AN ILLUSTRATIVE LIST SO THERE IS NO NEED TO LAUNDRY LIST EVERY COUNTRY IF IT IS AN EXTENSIVE LIST.]**

V. PROCEDURES

[THE PROCEDURE DESCRIPTION BELOW IS AN OUTLINE/TEMPLATE ONLY. IT WAS DRAFTED FOR A STUDY THAT CONTEMPLATES TWO STUDY VISITS, A SCREENING VISIT AND A SECOND VISIT. PLEASE MODIFY THIS SECTION TO SPECIFICALLY DESCRIBE THE BREAKDOWN OF VISITS AND THE SPECIFIC PROCEDURES FOR EACH VISIT WHICH THE PARTICIPANTS WILL UNDERGO. PLEASE ENSURE THE DETAILS AND LANGUAGE FROM THE PROTOCOL ARE CLOSELY FOLLOWED AND WHERE POSSIBLE, DURATION OF VISITS SHOULD BE PROVIDED.]

This study consists of [____] **[INSERT NUMBER OF VISITS]** study visits, the Screening Visit (Visit 1) and the Second Visit (Visit 2) [____] **[INSERT DESCRIPTION/TITLE OF STUDY VISITS FROM PROTOCOL].**

[FOLLOWING THE OVERVIEW PROVIDED ABOVE, THE DETAILS OF INDIVIDUAL STUDY VISITS SHOULD BE PROVIDED BELOW. WE HAVE PROVIDED A GUIDE TO DEMONSTRATE THE LEVEL OF DETAIL EXPECTED]

Visit 1: Screening Visit (up to [____] **[INSERT NUMBER OF DAYS] days prior to Visit 2)**

The study site investigator or study site staff will discuss the details of this study with you. You will have the opportunity to ask any questions you may have about this study. If you decide to participate, you will have to sign and date this consent form to give your informed consent to participate in this study. You will be given a signed copy of this consent form for your own records.

In order to check to see if you are eligible to participate in this study, the study site investigator or study site staff will ask you questions regarding any other disorders or diseases you may have and about any medications that you have been using within the last month. **[A brief physical exam (including measuring your height and weight) and a neurological exam will be performed, you will be asked questions regarding your mental and emotional wellbeing and, if you are an HD participant, your symptoms of HD will be assessed].** **[INCLUDE ONLY IF APPLICABLE AND ENSURE IT IS NOT DUPLICATED IN THE NEXT PARAGRAPH IF ANY OR ALL OF SUCH PARAGRAPH IS INCLUDED IN THIS CONSENT. MODIFY AS NECESSARY]**

[Since you are a participant in the Enroll-HD study, some of the above examinations and assessments may have been done as part of your most recent Enroll-HD study visit. If any of such examinations and assessments have been conducted within [_____] [INSERT TIMEFRAME/WINDOW (E.G., DAYS, MONTHS, ETC.) FOR WHICH THE ENROLL-HD EXAMS AND ASSESSMENTS MAY BE USED] months of your Screening Visit, they will not be repeated, and the information collected about you during your most recent Enroll-HD study visit will be used instead. In addition to the examinations described above,]/[If the Screening Visit is conducted [_____] [days]/[months] after your most recent Enroll-HD visit,] you will be asked to complete the clinical, behavioural and cognitive assessments that form the core of the Enroll-HD study as part of this study. Information about the genetic mutation that causes HD, if applicable, will be collected from the Enroll-HD study.] [EVALUATE EACH SENTENCE ABOVE AND ONLY INCLUDE IF APPLICABLE OR MODIFY AS NECESSARY – REFER TO PROTOCOL FOR DETAILS OF THE STUDY]

The entire Screening Visit will last about [_____] [INSERT TIME] hours[.]/[however, depending on when your most recent Enroll-HD visit was conducted], the Screening Visit may take less than the full time allotted since some of the above examinations and assessments may have been done as part of your most recent Enroll-HD study visit procedures and will not have to be repeated during the Screening Visit.] [ONLY INCLUDE IF APPLICABLE]

If the study site investigator or the study site staff find you are eligible to participate in the study, you will be scheduled for the Second Visit which will need to be done within [_____] [INSERT NUMBER OF DAYS] days of your Screening Visit.

If the study site investigator or study site staff find you are not eligible to participate in this study, but might become eligible within a reasonable period of time after your Screening Visit, you may be invited to return to repeat some or all of the above examinations and assessments. If you are asked to return, you may decline to do so. If after repeating those examinations and assessments, the study site investigator or the study site staff find you have become eligible for study participation, you will be scheduled for the Second Visit, which will need to be done within [_____] [INSERT NUMBER OF DAYS] days of the date of the initial part of your Screening Visit.

Visit 2: Second Visit

[You will be asked to arrive at the study site by [_____] [SPECIFY TIME OF DAY IF RELEVANT]. [ONLY INCLUDE IF APPLICABLE] The study site investigator or the study site staff will confirm that you are still willing to participate in this study. If so, [a neurological exam and a brief physical exam and a motor exam will be performed] [INCLUDE IF APPLICABLE OR MODIFY AS PER PROTOCOL], and the results of the testing done at your Screening Visit will be reviewed. If the study site investigator or the study site staff confirm that you still meet all eligibility requirements for this study, the study site investigator or the study site staff will proceed with [_____] [INSERT SUMMARY OF STUDY PROCEDURE(S) (I.E. ADMINISTERING A QUESTIONNAIRE)].

What must I keep in mind during this study?

During the time you are participating in this study, you are asked to: **[SELECT INSTRUCTIONS AS APPROPRIATE OR MODIFY TO MATCH INCLUSION CRITERIA AND INSTRUCTIONS LISTED IN PROTOCOL]**

- Follow all instructions, including those that were given to you at your Screening Visit.
- Inform the study site staff of any illnesses you have had or medications you have been taking since your Screening Visit.
- Follow all instructions regarding follow-up care **[IF APPLICABLE]** after your Second Visit.

VI. STORING AND SHARING CODED INFORMATION FOR RESEARCH PURPOSES

The information collected about you during this study will be entered into, and stored securely in one or more secure databases.

The information collected about you and entered in the database(s) will not be associated with, or identified by, your name, address or other information that could directly identify you. Only the study site investigator and study site staff will be aware of your identity and have the key to the code(s) that links your coded information to you.

CHDI Foundation, Inc. may use, and make available for use by its service providers and other organizations/researchers and their service providers, including through one or more databases (electronic and otherwise), the coded information collected about you during this study for the following purposes:

[THE TEMPLATE BELOW CONTAINS SAMPLE LANGUAGE DESCRIBING THE CONTEMPLATED PURPOSES FOR WHICH THE STUDY DATA MAY BE USED. THIS LIST HAS BEEN PURPOSELY MADE BROAD/GENERIC AND MAY BE ADDED TO BUT ANY CONTEMPLATED DELETIONS SHOULD BE DISCUSSED BEFORE DELETING ANY ITEM.]

- To check the quality of the information collected about you during this study.
- For collecting, maintaining and managing the coded information collected about you during this study.
- To design and guide future research studies and clinical trials.
- To support and enable scientific discussion and research (1) to better understand HD or other diseases being studied, (2) that furthers the development of treatments and/or rating scales for HD or other diseases or (3) that furthers biomedical research.

CHDI Foundation, Inc. and its service providers and other organizations/researchers and their service providers with whom coded information can be shared, may publish the results of their research, including coded information, in medical journals or present such results at meetings. However, your name, address or other information that could directly identify will not be published or presented.

CHDI Foundation, Inc. may also share coded information collected about you during this study with the following third parties:

- Representatives of governmental and regulatory agencies and health authorities such as the United States Food and Drug Administration (FDA), Health Canada and the European Medicines Agency (EMA).
- [_____] [INSERT NAME OF INVESTIGATOR] and the study site staff at [_____] [INSERT NAME OF INSTITUTION].
- The ethical review boards at study sites and other independent review boards overseeing the ethical conduct of this study (committees that reviewed the study and make certain your rights as a participant are protected).
- [_____] [INSERT/LIST ANY COMMITTEES ESTABLISHED FOR THE STUDY THAT MAY BE OVERSEEING STUDY CONDUCT AND SAFETY (E.G, DATA SAFETY MONITORING, ETC.)]

The information collected about you during this study will be used only for research purposes and will not be sold.

Any of the uses and activities described above may involve sending coded information to other countries that may not have the same or as strict privacy laws as this country. However, given that only coded information is sent, the risk of unintended disclosure of information that could directly identify you is low.

[A description of this study will be available on <http://www.clinicaltrials.gov>. This website will not include information that can identify you. At most, the website will include a summary of the results of this study. You may search this website at any time.] [INCLUSION OF THIS PROVISION (OR A MODIFIED VERSION) TO BE DECIDED AT TIME OF IRB SUBMISSION]

VII. DISCOMFORTS AND RISKS

[THE TEMPLATE BELOW CONTAINS SAMPLE DISCOMFORT/RISK LANGUAGE THAT WAS DEVELOPED FOR OTHER STUDIES. THE SCIENCE TEAM MUST REVIEW AND UPDATE THE LISTS BELOW TAKING INTO CONSIDERATION THE SPECIFIC CIRCUMSTANCES, THE STUDY PROTOCOL AND NATURE OF THE STUDY FOR WHICH THE ICF TEMPLATE IS BEING DEVELOPED. UNLESS THE CIRCUMSTANCES HAVE CHANGED, CHDI WOULD LIKE TO DESCRIBE INDIVIDUAL DISCOMFORT/RISKS IN THE SAME WAY FROM PROTOCOL TO PROTOCOL. PLEASE CHECK THE DESCRIPTIONS IN PAST PROTOCOLS THAT CAN BE FOUND IN QUICKBASE OR ON THE CLINICAL R-DRIVE FOR APPLICABILITY.]

Some of the possible discomforts that may occur following [_____] [INSERT STUDY PROCEDURES RELATED TO COLLECTING INFORMATION] include:

- [_____] [INSERT AS APPLICABLE]
- [_____] [INSERT AS APPLICABLE]
- [_____] [INSERT AS APPLICABLE]
- [_____] [INSERT AS APPLICABLE]

[MORE DETAILED INFORMATION SUCH AS THE INCIDENCE OF SEVERE RISKS OR ADVERSE EVENTS CAN BE ADDED IF REQUESTED BY AN IRB. RISK SHOULD BE DESCRIPTIVE AND STATED IN SIMPLE TERMS.]

Moreover, as with the collection of any personal (private) information, there is also a slight risk of accidental disclosure of information or breach of computer security. Loss of confidentiality could have a negative impact on you, your family, or other individuals or groups, including insurability, employability and/or family relationships. Safeguards are in place to minimize this potential risk.

[INCLUDE/MODIFY AS APPLICABLE] If you are required to complete clinical, behavioural or cognitive assessments as part of this study, you may experience anxiety or psychological discomfort (such as stress or fatigue) while completing these assessments. If at any time you feel you could benefit from treatment or support, you may request to be referred for appropriate care. In the course of doing questionnaires or tests you may feel tired and/or irritable. If this happens please tell the study site investigator or the study site staff and ask them to allow you time to rest or to stop the testing all together.

VIII. BENEFITS

You will not have any direct benefits from participating in this study. The results of this study might help people with HD in the future and may contribute to new knowledge about HD.

IX. ALTERNATIVES TO PARTICIPATION

You do not have to participate in this study. Choosing not to participate will not affect your current or future medical care at [_____] **[INSERT NAME OF INSTITUTION]**.

X. TRAVEL COST SUPPORT AND COMPENSATION

[BELOW ARE TWO OPTIONS FOR TRAVEL COST SUPPORT AND TWO OPTIONS FOR COMPENSATION. FOR EACH, PLEASE SELECT AS APPROPRIATE. IF THE PAYMENT TO PARTICIPANTS DEVIATES FROM THE OPTIONS PROVIDED BELOW IT SHOULD BE DISCUSSED WITH CHDI LEGAL AND FINANCE AND ALTERNATIVE LANGUAGE DRAFTED.]

Travel Cost Support

[You will receive assistance arranging travel for this study – ask the study site investigator or the study site staff for information about this. The expenses that you incur for travel, hotel and meals resulting from your participation in the study will be covered or reimbursed in accordance with the specified policies and guidelines provided to you by the study site investigator or the study site staff.]/[You will receive the amount of [_____] **[INSERT AMOUNT]** to offset the costs for your travel to and from the study site. All payments will be provided to you after each study visit is completed.]

Compensation

[In addition, you will receive compensation in the amount of [_____] **[INSERT AMOUNT]** after each of your **[First]** Visit and **[Second]** Visit for the time you have devoted to participating in this study.]/[You will not receive any compensation for participating in this study.]

XI. INJURY

[THE FOLLOWING TWO OPTIONS SHOULD BE CONSIDERED FOR ANY OTHER STUDIES INCLUDING REGISTRY STUDIES]

OPTION 1: (THIS OPTION SHOULD BE USED FOR ALL STUDIES OTHER THAN THOSE THAT POSE MINIMAL RISK STUDIES SUCH AS THOSE ONLY INVOLVING THE ANSWERING OF A QUESTIONNAIRE)

If you are injured, the [_____] **[INSERT NAME OF INSTITUTION]** will provide medical care for any emergency medical problem that you may experience as a direct result of your participation in this study. You will not have to pay for this emergency care, but the [_____] **[INSERT NAME OF INSTITUTION]** may seek reimbursement for this care from your health insurance carrier.

OPTION 2: (THIS OPTION SHOULD BE USED ONLY FOR "MINIMAL RISK" STUDIES SUCH AS THOSE ONLY INVOLVING THE ANSWERING OF A QUESTIONNAIRE)

Compensation for injury is not provided for as part of this study.

XII. FUNDING

This study and the storage of coded information collected in the course of this study are supported by CHDI Foundation, Inc., a non-profit foundation that only works on HD and funds a variety of research activities aimed at, among other things, developing treatments for HD.

XIII. COMMERCIAL USES

Successful research by CHDI Foundation, Inc. and others using your coded information collected in the course of this study could result in a commercial test or therapeutic product with significant value. You will not receive any financial benefit from such a result.

XIV. CONFIDENTIALITY OF RECORDS AND HIPAA AUTHORIZATION <<FOR US SITES>>

[NOTE: YOU MAY INSERT YOUR INSTITUTION'S SPECIFIC LANGUAGE HERE OR YOU CAN USE THE LANGUAGE INDICATED BELOW. HOWEVER YOU MUST LIST ALL THE ENTITIES THAT MAY HAVE ACCESS TO THE DATA AS DELINEATED IN THE BULLETS BELOW.]

While every effort will be made to keep information collected about you during this study that could directly identify you confidential, this cannot be guaranteed. Other people/oversight entities may need to see such information. While these other people/oversight entities normally protect the privacy of such information, they may not be required to do so by law.

The federal Health Insurance Portability and Accountability Act (HIPAA) requires you to give your permission to use information collected about you during this study that could directly identify you. This permission is called an "Authorization". If you have never received a copy of the [_____] **[INSERT NAME OF INSTITUTION]** HIPAA Notice, please ask the study site investigator or study site staff for one.

All information collected about you during this study that could directly identify you will be kept in a separate study site master file at [_____] [INSERT NAME OF INSTITUTION], and you will not be permitted to see or copy the information in that file at any time.

For purposes of auditing and monitoring this study and to make sure we are following regulations, policies and study plans, the study site investigator may share a copy of this consent form and information collected about you during this study that could directly identify you and/or biological samples collected from you during this study with the following people/oversight entities:

- Representatives of governmental and regulatory agencies and health authorities such as the United States Food and Drug Administration (FDA), Health Canada and the European Medicines Agency (EMA).
- The study site staff at [_____] [INSERT NAME OF INSTITUTION].
- The ethical review boards at study sites and other independent review boards overseeing the ethical conduct of this study (committees that reviewed the study and make certain your rights as a participant are protected).
- Representatives of organizations providing services in connection with this study, contracted to collect, maintain and manage the information collected about you during this study.
- [_____] [INSERT/LIST ANY COMMITTEES ESTABLISHED FOR THE STUDY THAT MAY BE OVERSEEING STUDY CONDUCT AND SAFETY (E.G, DATA SAFETY MONITORING, ETC.)]
- CHDI Foundation, Inc.
- Other agents and service providers designated by CHDI Foundation, Inc. (for example, auditors and monitors).

By signing this consent form, you authorize the use and/or sharing of information collected about you during this study that could directly identify you as described above. If you decide to participate in this study, this authorization will not expire unless you cancel it. You can always cancel your authorization by notifying the study site investigator, [_____] [INSERT NAME OF INVESTIGATOR]. If you cancel your authorization, you will be removed from this study. However, standard medical care and any other benefits to which you are otherwise entitled will not be affected.

The information collected about you during this study that could directly identify you will be kept indefinitely. Cancelling your authorization only affects uses and sharing of information collected about you during this study that could directly identify you after the study site investigator gets your request to cancel your authorization. The information collected about you during this study that could directly identify you before you cancel your authorization may need to be used and given to others if necessary to preserve the integrity of this study.

XV. VOLUNTARY PARTICIPATION

Your participation in this study is voluntary. You are free to choose whether or not to participate in this study. If you decide to participate, you can change your mind and stop participating in this study at any time for any reason. You are not required to give a reason for your decision on whether or not to participate in this study or, if you decide to participate, for

your decision to stop participating in this study. Deciding not to participate in this study will not affect the current or future care that you would otherwise expect to receive. [Nor will any such decision affect your participation in the Enroll-HD study.] **[INCLUDE AS APPROPRIATE]**

[NTD: TO BE DISCUSSED WITH CHDI LEGAL BEFORE SELECTING THE APPROPRIATE OPTION. BELOW ARE VARIOUS OPTIONS FOR HANDLING STUDY DATA FOLLOWING SUBJECT'S ELECTIONS TO STOP PARTICIPATING IN THIS STUDY]

[SELECT THE OPTION IMMEDIATELY BELOW FOR ANY STUDY THAT WOULD LEAD TO THE USE OF THE DATA FOR THE APPROVAL OF A DRUG, DEVICE OR RATING SCALE]

If you decide to stop participating in this study, the coded information collected about you during this study will continue to be stored, used, and shared in the manner described in this consent form. You will not be able to request that the coded information collected about you during this study be deleted from any database or prevent your coded information from being shared, used and shared as described in this consent form.

[THE FOLLOWING THREE OPTIONS SHOULD BE CONSIDERED FOR ANY STUDIES (INCLUDING REGISTRY STUDIES) THAT WOULD NOT LEAD TO THE USE OF THE DATA FOR THE APPROVAL OF A DRUG, DEVICE OR RATING SCALE]

OPTION 1: (STOP PARTICIPATION - NO REMOVAL OF DATA OR RIGHT TO STOP FUTURE USE)

If you decide to stop participating in this study, the coded information collected about you during this study will continue to be stored, used, and shared in the manner described in this consent form. You will not be able to request that the coded information collected about you during this study be deleted from any database or prevent your coded information from being stored, used and shared as described in this consent form.

OPTION 2: [STOP PARTICIPATION – ASSIGNMENT OF RANDOM NUMBER TO DATA BUT CONTINUED USE] [THIS OPTION SHOULD BE USED IN COUNTRIES WHICH REQUIRE PARTICIPANTS TO HAVE A RIGHT TO DELETE THEIR STUDY INFORMATION BUT WHERE CHDI WOULD LIKE TO CONTINUE USING DATA COLLECTED AND SHARED WITH THIRD PARTIES]

If you decide to stop participating in this study, you may contact the study site investigator and let him or her know that you no longer want coded information collected about you during this study to be stored, used and shared as described in this consent form. At the request of the study site investigator (on your behalf), CHDI Foundation, Inc. will delete from its databases any information that can directly identify you and any codes assigned by the study site to your information. A random number will be associated with the information collected about you during this study. Although the information collected about you will continue to be stored, used and shared as described in this consent form, the information can no longer be linked back to you. **[OPERATIONAL CONSIDERATIONS: IF A PARTICIPANT WITHDRAWS THEIR CONSENT TO PARTICIPATE IN THE STUDY, THIS OPTION WILL ALLOW THE DATA COLLECTED AS PART OF THE STUDY TO CONTINUE TO BE USED ONCE THE COLLECTED DATA IS ASSIGNED A RANDOM IDENTIFICATION NUMBER WHICH CANNOT BE TRACED BACK TO THE PARTICIPANT'S CODES FOR THE STUDY (E.G. HDID). THIS MAY HAVE REPERCUSSIONS FOR STUDIES LIKE ENROLL-HD,**

WHICH ARE DESIGNED TO ALLOW PARTICIPANTS TO LINK THEIR DATA TO THOSE COLLECTED IN OTHER STUDIES.]

OPTION 3: (STOP PARTICIPATION - NO REMOVAL OF DATA - STOP FUTURE USE AND DISCLOSURE OF DATA)

If you decide to stop participating in this study, you may contact the study site investigator and let him or her know that you no longer want the coded information collected about you during this study to be used and shared as described in this consent form. At the request of the study site investigator (on your behalf), CHDI Foundation, Inc. will stop all future use and sharing of the coded information collected about you during your participation in this study, provided, that, the coded information collected about you will be retained to preserve the integrity of the study. **[OPERATIONAL CONSIDERATIONS: SELECTING THIS OPTION WOULD REQUIRE ANY EXISTING DATA CUTS CONTAINING PARTICIPANT'S INFORMATION TO BE SCRUBBED AND A NEW DATA CUT EXCLUDING THE PARTICIPANT'S INFORMATION TO BE CREATED.]**

XVI. EARLY DISCONTINUATION OF THIS STUDY

Your participation in this study may be ended if you do not follow the directions of this study or if the study site investigator decides that your continued participation in this study might risk your health or this study. Your participation in this study may also end if funding for this study is discontinued or CHDI Foundation, Inc. elects to discontinue this study for any reason.

XVII. CONTACT PERSONS

[DELETE FOR MINIMAL RISK STUDIES WHERE OPTION 2 IN THE "INJURY" SECTION HAS BEEN SELECTED"] For more information concerning this study or if you believe that you have suffered a study-related injury, please contact: [_____] **[INSERT NAME AND PHONE NUMBER OF CONTACT PERSON FOR STUDY INFORMATION *NOTE: THIS PERSON IS USUALLY THE STUDY SITE INVESTIGATOR].**

If you have questions about your rights as a participant, you may call [_____] **[INSERT NAME AND PHONE NUMBER OF CONTACT PERSON FOR PARTICIPANT'S RIGHTS]**

XVIII. CONSENT TO PARTICIPATE IN THIS STUDY

I have read (or have had read to me) the contents of this consent form and have been encouraged to ask questions. I have received answers to my questions. I agree to participate in this study. I understand that I will be given a signed copy of this consent form for my records and future reference.

Signature of Participant

Printed Name

Date

Signature of Authorized Representative

Relationship to Participant

Print Name of Authorized Representative

Date

For Study Site Staff:

Person Obtaining Consent

I have read this consent form to the participant/authorized representative and/or the participant/authorized representative has read this consent form. An explanation of this study was given and questions from the participant/authorized representative were solicited and answered to the participant/authorized representative's satisfaction. In my judgment, the participant/authorized representative has demonstrated comprehension of the information.

Signature of Person Obtaining Consent

Printed Name and Title

Date

[OPTIONAL WITNESS SIGNATURE BLOCK. THIS SHOULD ONLY BE INCLUDED IF THE STUDY SITE REQUIRES THE CONSENT TO BE SIGNED BY AN IMPARTIAL WITNESS.]

[I confirm that the information in this consent form and any other written information was accurately explained to, and apparently understood by, the participant (or the participant's legally authorized representative). The participant (or the participant's legally authorized representative) freely consented to participate in this study.

Signature of Witness

Printed Name

Date]

CLINICAL STUDY SITE AGREEMENT

[TEMPLATE FOR STUDIES WITH STUDY DATA AND STUDY SAMPLES]

[TO BE USED FOR NORTH AMERICAN – US SITES ONLY]

This Clinical Study Site Agreement (this "Agreement"), dated as of [____], 201[____], is between [____] [SITE: PLEASE FULL LEGAL NAME], a [____] [SITE: PLEASE PROVIDE JURISDICTION OF INCORPORATION] (the "Institution"), and CHDI Foundation, Inc., a New Jersey corporation (the "Foundation").

The mission of the Foundation is to rapidly discover and develop drugs that slow the progression of Huntington's disease ("HD") and in furtherance of that mission the Foundation would like to conduct the global multi-site observational clinical study (the "Study") described by the Protocol.

The Institution is a research institution with the appropriate staff, facilities and research participant population to participate in the Study as a study site.

In consideration of the mutual representations and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Definitions

- 1. Capitalized terms used in this Agreement (including any appendix, exhibit or schedule attached hereto) that are not otherwise defined will have the meanings set forth in Exhibit 1.

The Study

- 2. Certain information about the Study and the conduct of the Study are set forth in Appendix A (the "Study Summary"). The Institution will use reasonable scientific and commercial efforts to be a study site for, and conduct the Study in accordance with this Agreement, the Study Documents and the written instructions of the Foundation and its authorized agents delivered to the Institution. The parties acknowledge and agree that the Institution may (a) engage third parties to conduct certain Study activities on behalf of the Institution and (b) utilize the facilities of third parties to conduct Study activities. The Institution will cause each third party engaged to conduct Study activities on behalf of the Institution in accordance with, and subject to, the terms and conditions of this Agreement and the Study Documents. The Institution agrees that the Institution will be solely responsible and liable for (i) the Study activities conducted by each third party engaged to conduct Study activities on behalf of the Institution as if such activities were conducted by the Institution and (ii) the conduct of

the Study activities conducted at each third party facility utilized by the Institution to conduct Study activities.

3. All Study activities conducted by, or on behalf of, the Institution will be supervised and directed by the Site Investigator. The Site Investigator will personally supervise the conduct of the Study.
4. The Foundation will support the conduct of the Study by making the payments in the amounts, at the times and subject to the conditions as set forth in Schedule 1 (the "Payment Schedule") and providing the Study Materials as set out in the Study Documents.

Representation, Warranties and Covenants

5. The Institution represents and warrants to, and covenants with the Foundation that:
 - (a) The Institution consents to the use of its facilities for the Study and has obtained the consent to utilize any third party facilities used to conduct Study activities. The Site Investigator has been granted the necessary privileges to recruit and process research participants at the Institution and any such third party facilities in accordance with this Agreement and the Study Documents.
 - (b) The Study will be conducted in accordance with, and the Institution will comply with, all (i) applicable laws and regulations, including regulations regarding good clinical practice, informed consent, research participant confidentiality, research participant safety and record storage and (ii) local clinical practice and professional standards.
 - (c) The Site Investigator is, and any other person conducting the Study on behalf of the Institution will be, qualified by education, training and experience to perform the Study activities conducted by them.
 - (d) No research participant will be accepted into the Study before the Study has been approved by the IRB and the research participant has signed and dated an Informed Consent.
 - (e) The Institution will comply with the procedure set forth in the applicable Study Documents for clinical follow-up of any serious medical issues manifested by a research participant during the course of the Study.
 - (f) Except as necessary to protect the safety or welfare of the research participants, the Institution will not deviate from the Protocol. The Institution will promptly notify the Foundation in writing of any deviation from the Protocol.

- (g) The Institution will not represent the interests, or make submissions on behalf of the Foundation to the IRB, any Regulatory Authority or any other third party with an interest in, or jurisdiction over, the Study without the prior written consent of the Foundation. The Institution will reasonably promptly forward to the Foundation copies of all correspondence to or from the IRB, any Regulatory Authority or any other third party concerning the Study (including, as applicable, the Protocol and Informed Consent), and will notify the Foundation within five days of receiving any approval or consent or any refusal, withdrawal or suspension of approval for the conduct of the Study.
- (h) **[SECTION MAY NEED MODIFIED BASED UPON ORIGINATION OF STUDY DOCUMENTS AS RELATES TO STUDY SITE]** The Foundation is, and will remain at all times, the owner of the Study Documents and the Study Materials. The Study Documents and the Study Materials will be used for the sole purpose of conducting the Study and shall not be transferred to any third party without the written consent of the Foundation. Except for their use in conducting the Study, the Institution shall have no ownership or other interest in the Study Documents or the Study Materials. The Institution will handle, maintain, store and use all Study Materials in its possession in accordance with the Protocol, the Study Documents and all applicable laws and regulations. Upon any termination of this Agreement, any unused Study Documents and Study Materials will be returned to the Foundation at the Foundation's expense or disposed of as the Foundation may direct.
- (i) Neither the Institution, the Site Investigator nor any other person conducting the Study on behalf of the Institution (i) to the best knowledge of the Institution is currently and has not ever been, debarred or convicted of a crime for which a person can be debarred or otherwise suspended or disqualified under any applicable laws, regulations or professional guidelines and (ii) to the knowledge of the Institution, has not ever been threatened to be debarred or indicted for a crime or otherwise engaged in any conduct or activity for which a person can be debarred or otherwise suspended or disqualified. The Institution has not received notice that any Regulatory Authority intends to seek debarment, suspension or disqualification of the Institution or any such person. If, during the term of this Agreement, the Institution becomes aware that the Institution, the Site Investigator or any other person conducting the Study on behalf of the Institution (A) comes under investigation by any Regulatory Authority for debarment action or suspension or disqualification under any applicable laws, regulations or professional guidelines or is suspended or disqualified under any applicable laws, regulations or professional guidelines or (B) is debarred or otherwise suspended or disqualified under any applicable laws, regulations or professional guidelines, the Institution will, upon learning of such event or occurrence, immediately notify the Foundation.

6. The Foundation represents and warrants to, and covenants with the Institution that:
- (a) The Foundation will comply with all laws and regulations applicable to the Foundation as a result of the Foundation's funding of the Study, including regulations regarding informed consent and research participant confidentiality.
 - (b) The Foundation will supply the Institution with the Study Materials specified in the Study Documents.
 - (c) Except as (i) required by all applicable laws and regulations or (ii) expressly provided in the applicable research participant's Informed Consent, neither the Foundation nor any Foundation Collaborator will have the right to access or review any document or other record containing information that would allow identification of a research participant that has not been removed or redacted by the Institution (such removal or redaction to be done at the expense of the Foundation).
 - (d) **[SECTION SHOULD ONLY BE INCLUDED AS APPROPRIATE FOR STUDY SPECIFICS – GENERALLY, THIS SHOULD NOT BE INCLUDED.] [The Foundation will, subject to scientific review, use reasonable commercial efforts to make all data and biological samples collected in the course of the Study and in the Foundation's possession available to the Site Investigator for research purposes.]**

Study Recordkeeping and Monitoring

7. The Institution will keep complete and accurate records of all data collected **[and/or analyzed] [INCLUDE IF INTERIM ANALYSIS TO BE CONDUCTED DURING COURSE OF THE STUDY]** in the course of the Study. The Institution shall retain all such records for a period of not less than five years from the date of termination of this Agreement. Prior to the expiration of such five-year period, the Foundation may notify the Institution that the Foundation elects to reimburse the Institution for the cost of the additional storage of such records for a specified time by delivering a notice to such effect to the Institution. If so notified by the Foundation, the Institution will maintain said records pursuant to Institution's document retention policies. Upon reasonable advance notice, the Institution agrees to make all such records (subject to the removal, at the Foundation's expense, of information that would allow identification of a research participant) available to the Foundation and its authorized representatives for review and copying. Upon reasonable advance notice, the Institution agrees to give the Foundation and its authorized representatives reasonable access to the Institution's facilities and personnel in order for the Foundation to monitor or audit the Study, or both.

Study Data and Study Samples; [; Reporting] [INCLUDE AS APPLICABLE] [Study Interim
Ananlysis;] [INCLUDE AS APPLICABLE]

8. The Institution will, using the case report forms and method of delivery specified in the Study Documents, reasonably promptly deliver to the Foundation the data and information collected about each research participant in the course of the Study (the "Study Data"). Upon receipt of a query from the Foundation, the Institution will use reasonable scientific and commercial efforts to resolve any inconsistencies, errors, omissions in the data so delivered. The Institution will promptly deliver at Foundation's expense all biological materials collected from the research participants in the course of the Study (the "Study Samples") to the Foundation Collaborator identified in the Study Documents. The Foundation and the Foundation Collaborators may use the Study Data and Study Samples as set forth in the Informed Consents. The Foundation will not make Study Data or Study Samples available to any Foundation Collaborator unless that Foundation Collaborator agrees to acknowledge the contribution of the Site Investigator and the Institution, as appropriate, in any publication of the results of their use of the Study Data or Study Samples.

9. [INCLUDE/MODIFY PROVISIONS FOR WEEKLY/MONTHLY REPORTING AS APPLICABLE BASED UPON THE STUDY SPECIFICS AND REPORTING REQUIRED] Promptly following the end of each [week]/[month] [SELECT/MODIFY AS APPROPRIATE], the Institution will submit the following written reports to the Foundation: (a) a report in respect of the Institution's activities related to screening potential research participants for the Study during such [week]/[month] [SELECT/MODIFY AS APPROPRIATE] (each, a "Study Screening Report") and (b) a report in respect of the Institution's activities related to research participants that have been recruited to participate in the Study during such [week]/[month] [SELECT/MODIFY AS APPROPRIATE] (each, a "Study Recruiting Report"). Each Study Screening Report and Study Recruiting Report shall be in a format approved, or provided to the Institution, by the Foundation. Each Study Screening Report shall include such information as reasonably requested by the Foundation including the following information: (i) [____], (ii) [____], (iii) [____] and (iv) [____]. Each Study Recruiting Report shall include such information as reasonably requested by the Foundation including the following information: (i) [____], (ii) [____], (iii) [____] and (iv) [____].

10. [INCLUDE/MODIFY PROVISIONS FOR INTERIM ANALYSIS AS APPLICABLE BASED UPON THE STUDY SPECIFICS] The Institution will, from time to time during the conduct of the Study, conduct an interim analysis of the Study Data [and Study Samples] [INCLUDE AS APPLICABLE BASED UPON STUDY SPECIFICS] as specified in, and in accordance with, the Study Summary and the other Study Documents (each, a "Study Interim Analysis"). The Institution will report and deliver the methods, data, outcomes or other results made in the course of the conduct of each Study Interim Analysis (collectively, the "Study Interim Analysis Results") reasonably promptly following the completion of each such Study Interim Analysis. [The Foundation and the Foundation Collaborators may use the Study Interim Analysis Results for any purpose.] [MODIFY AS APPLICABLE BASED UPON STUDY SPECIFICS] [The Foundation will not make the

Study Interim Analysis Results available to any Foundation Collaborator unless that Foundation Collaborator agrees to acknowledge the contribution of the Site Investigator and the Institution, as appropriate, in any publication of the results of their use of the Study Interim Analysis Results.] **[MODIFY AS APPLICABLE BASED UPON STUDY SPECIFICS]**

Intellectual Property

11. **[IP PROVISIONS TO BE DISCUSSED AND MODIFIED BASED UPON CIRCUMSTANCES OF THE STUDY - THE ENROLL-HD STUDY PROVISION IS PROVIDED BELOW AS AN EXAMPLE]**

Except as otherwise specifically set forth in this Agreement, any intellectual property invented or developed in the course of the Study **[or the conduct of the Study Interim Analysis]** **[INCLUDE AS APPLICABLE]** will be owned by the party whose employees or third parties engaged by such party to conduct Study activities on its behalf. Jointly invented or developed intellectual property will be jointly owned by the parties whose employees or third parties engaged by such party to conduct Study activities on its behalf invented or developed the intellectual property and each joint owner shall have the right to assign or license its ownership rights without the consent of the other joint owner. Inventorship will be determined by applicable patent law. The Institution will not sell or otherwise transfer title to any intellectual property invented or developed in the course of the Study **[or the conduct of the Study Interim Analysis]** **[INCLUDE AS APPLICABLE]** owned by the Institution (the "Institution Intellectual Property") to any third party unless such third party takes title to such Institution Intellectual Property subject to the rights of the Foundation, and the obligations of the Institution, in such Institution Intellectual Property under this Agreement. The Foundation will not sell or otherwise transfer title to any intellectual property invented or developed in the course of the Study **[or the conduct of the Study Interim Analysis]** **[INCLUDE AS APPLICABLE]** owned by the Foundation (the "Foundation Intellectual Property") to any third party unless such third party takes title to such Foundation Intellectual Property subject to the rights of the Institution, and the obligations of the Foundation, in such Foundation Intellectual Property under this Agreement.

12. The Institution grants and agrees to grant to the Foundation a fully paid-up, royalty-free, irrevocable, perpetual, worldwide non-exclusive license under the Institution Intellectual Property solely for Research Purposes, including a license to (a) make, have made, use, have used, import and have imported any product, (b) practice and have practiced any method or process and (c) use and have used the Confidential Information relating to the Institution Intellectual Property, in each case solely for Research Purposes. The Foundation may grant non-sublicensable sublicenses under the license granted under this section on the same terms granted to the Foundation herein; provided, that, such sublicense (i) is granted without payment of royalties, other fees or profit and (ii) prohibits the sublicensee from granting sublicenses.

Publishing and Confidentiality

13. **[PUBLICATION PROVISIONS TO BE DISCUSSED AND SELECTED/MODIFIED BASED UPON CIRCUMSTANCES OF THE STUDY - VARIOUS OPTIONS ARE PROVIDED BELOW AS EXAMPLES]**

[PUBLICATION OPTION 1: ENROLL-HD STUDY PROVISION] The Institution acknowledges that the Study is a global multi-site observational clinical study and that the Foundation and the Study's principal investigator intend to form a publication committee that will coordinate the preparation and publication of a multi-center baseline publication of the data from the Study. The Site Investigator may be invited by the Study publication Committee to participate as an author in the preparation of any such baseline publication. Any such baseline publication will acknowledge the contribution of the Site Investigator and the Institution, as appropriate. Neither the Institution nor the Site Investigator will submit Study Data for separate publication before the earlier of (a) the publication of the baseline publication and (b) the date that is [____] months following the date hereof. Any such separate publication will acknowledge the Foundation's support of the Study.

[PUBLICATION OPTION 2 HD CLARITY STUDY PROVISION] Each party acknowledges that either party is free at any time to, subject to the Informed Consents, publish the Study Data or Study Interim Analysis Results. Each party agrees that any such publication will acknowledge the contribution of the other party to the conduct of the Study, as appropriate.

[PUBLICATION OPTION 3 FDG PET STUDY PROVISION]

(a) The Foundation agrees not to publish or otherwise publicly disclose the Study Data or Study Interim Analysis Results, and to not permit any Foundation Collaborator to publish or otherwise publicly disclose the Study Data or Study Interim Analysis Results, until after the date (the "Restricted Disclosure Period End Date") that is the earlier to occur of (a) the publication or other public disclosure of any of the Study Data or Study Interim Analysis Results by the Site Investigator, (b) the date that is one year following the date of the completion of the Study, (c) the date that is one year following the date such Study Data or Study Interim Analysis Results were required to be delivered to the Foundation pursuant to Section [____] of this Agreement and (d) the date that is one year following the date of the termination of this Agreement.

(b) Until the Restricted Disclosure Period End Date, the Site Investigator will have (i) the sole and exclusive right to publish or otherwise publicly disclose the Study Data and Study Interim Analysis Results and (ii) the sole and final authority over any and all decisions related to the publication or other public disclosure of the Study Data and Study Interim Analysis Results; provided, that, during such period of time, the Site Investigator agrees to work in good faith with the Foundation to develop and publish a joint publication. The Site Investigator will use reasonable efforts to publish, cause to be published or otherwise publicly disclose the Study Data and Study Interim Analysis Results as soon as reasonably possible after the completion of the Study. After the Restricted Disclosure Period End Date, either party may disclose (including through publication or other public disclosure) the Study Data and Study Interim Analysis

Results without any restrictions. Each party agrees to provide appropriate acknowledgement of the other party's contribution to the conduct of the Study in any publication or other public disclosure of the Study Data or Study Interim Analysis Results.

14. Each party may disclose, or have disclosed on its behalf, Confidential Information to the other party during the conduct of the Study. Each receiving party will treat the Confidential Information of the disclosing party in the same manner, and with the same level of care (but, in no event, less than a reasonable level of care), as the receiving party would treat its own confidential or proprietary information and will not, without the prior written consent of the disclosing party, disclose the Confidential Information of the disclosing party to any third party or use the Confidential Information of the disclosing party for any purpose other than as permitted by this Agreement. Each receiving party agrees to limit disclosure of the disclosing party's Confidential Information to (a) those of its affiliates, directors, officers, employees, representatives, consultants, agents, service providers, advisors and other third parties engaged by such party to conduct Study activities on its behalf (including scientific advisors, legal counsel, etc.) and (b) in the case of the Foundation only, the Foundation Collaborators (collectively, "representatives") who have a need to know such Confidential Information to enable such receiving party to perform its obligations, or exercise its rights, under this Agreement and have been advised of the confidential and proprietary nature of such Confidential Information and of their obligations with respect to such Confidential Information. Except to the extent prohibited by applicable law, each receiving party further agrees that it will be responsible for any breach by its representatives of the obligations under this Agreement relating to Confidential Information of the disclosing party.

15. Each receiving party may, without the prior written consent of the disclosing party, disclose the Confidential Information of the disclosing party to the limited extent it is required to pursuant to any applicable federal, state, provincial, local, or international law, or any judicial or government request, requirement or order or any IRB requirement; provided, that, such receiving party provides the disclosing party with sufficient prior notice, and cooperates with the disclosing party (at such disclosing party's cost and expense), to allow the disclosing party to contest such requirement for disclosure. In addition, either party may, without the prior written consent of the other party, disclose the existence of this Agreement and a general summary of the Study.

Term and Termination

16. The term of this Agreement will begin on the date first written above and will continue until the Study is completed unless earlier terminated as provided below.

17. The Foundation may terminate this Agreement at any time and for any reason, including a decision by the Foundation to discontinue the Study, by giving notice to the Institution to that effect. The Institution may terminate this Agreement at any time and for any reason by giving 60 days' prior notice to the Foundation to that effect.

18. Upon the termination of this Agreement:

- (a) the Institution will promptly stop enrolling new research participants in the Study and cancel any scheduled study visits with existing research participants (so long as doing so is not inconsistent with good clinical practices);
- (b) the Institution will, at the Foundation's expense, return all Study Documents and Study Materials in its possession to the Foundation; provided, however, that the Institution may keep a copy of the Study Documents for legal, audit and other archival purposes;
- (c) the Institution will, as requested in writing by the Foundation, conduct follow-up visits of research participants and record and report data in respect thereof to the extent necessary to protect the health and safety of research participants and as required by law;
- (d) **[TO BE DISCUSSED AND DELETE/MODIFY BASED UPON CIRCUMSTANCES OF THE STUDY]** if such termination is not a consequence of the discontinuation of the Study, the Institution will use reasonable efforts to facilitate the continued participation of the Institution's research participants at another study site to the extent such research participants wish to do so; and
- (e) Section 2, Section 3 and Section 4 of this Agreement will terminate and have no further force and effect and all other sections of this Agreement will survive indefinitely and remain in full force and effect.

19. The termination of this Agreement will not (a) relieve either party from the performance of its obligations under this Agreement which accrued prior to the date of termination, (b) relieve either party from obligations it has under sections of this Agreement which expressly survive such termination or (c) relieve any party then in breach of this Agreement for any liabilities to the other party resulting from that breach.

Miscellaneous

20. If (a) a research participant is injured as a direct result (as determined by the Institution and the Foundation) of any procedure required by the Protocol to which such research participant would not have been exposed but for participation in the Study and that is not currently accepted treatment or intervention considered effective in the treatment of such research participant's specific disease or condition and (b) such injury is not a result of the failure of the Site Investigator and the Institution to have complied with this Agreement, the Protocol and the Study Documents the Foundation will reimburse reasonable costs that are required to be paid by the research participant and the Institution (to the extent not covered by insurance) for necessary medical treatment of that research participant.

21. Neither the Institution, the Site Investigator nor any other person conducting the Study on behalf of the Institution will, or will cause others to seek or accept payment or reimbursement from any research participant or any third party (such as, but not limited to, a governmental entity or insurance plan) for any treatment, test, evaluation, procedure or supplies specifically paid for as part of the Study.

22. The Foundation will defend and indemnify the Institution and its affiliates, members, trustees, directors, officers, employees, representatives, consultants, agents, service providers and other third parties engaged by the Institution to conduct Study activities on its behalf (collectively, the "Institution Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Institution Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (a) the Foundation's negligence or willful misconduct; (b) the Foundation's breach of this Agreement; or (c) the activities of the Institution in the course of conducting the Study that were conducted in accordance with this Agreement, the Protocol and the Study Documents (but, in the case of each of (a), (b) and (c) above, only to the extent such third party action, assessment, claim, demand, proceeding or suit does not result from, or arise out of, an action for which the Institution is obligated to indemnify the Foundation Indemnified Parties pursuant to Section 23 of this Agreement). For clarity, the parties agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Institution and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.

23. To the extent not prohibited by applicable law, the Institution will defend and indemnify the Foundation and its affiliates, members, trustees, directors, officers, employees, representatives, consultants, agents, service providers and other third parties engaged by the Foundation to conduct Study activities on its behalf (collectively, the "Foundation Indemnified Parties"), against any and all costs, damages, expenses (including reasonable legal fees) and losses suffered by any Foundation Indemnified Party in connection with any third party action, assessment, claim, demand, proceeding or suit to the extent arising or resulting from (a) the Institution's negligence or willful misconduct; (b) the Institution's breach of this Agreement; or (c) the activities of the Institution in the course of conducting the Study that were not conducted in accordance with this Agreement, the Protocol and the Study Documents (but, in the case of each of (a), (b) and (c) above, only to the extent such third party action, assessment, claim, demand, proceeding or suit does not result from, or arise out of, an action for which the Foundation is obligated to indemnify the Institution Indemnified Parties pursuant to Section 22 of this Agreement). For clarity, the parties agree that the parenthetical clause in the immediately preceding sentence is not intended to obviate or otherwise limit the possibility that both the Institution and the Foundation may be determined to be joint tort-feasors and, therefore, share liability.

24. The Foundation represents and warrants that it possesses and will carry, at its own expense, commercial general liability insurance with limits of not less than US\$2,000,000 per

occurrence and US\$2,000,000 in the aggregate, with coverage applicable to this Study. The Foundation will maintain such coverage for the duration of this Agreement and for one year following its termination.

25. The Institution represents and warrants that it possesses and will carry, at its own expense, commercial general liability insurance with limits of not less than US\$1,000,000 per occurrence (or the local currency equivalent) and US\$2,000,000 in the aggregate (or the local currency equivalent), and professional malpractice insurance, with coverage applicable to sponsored clinical research activities conducted by, or on behalf of, the Institution, (or similar errors and omissions insurance) with limits of not less than US\$1,000,000 per occurrence and US\$1,000,000 in the aggregate. The Institution will maintain such coverage for the duration of this Agreement and for one year following its termination. If the Site Investigator is not an employee of the Institution, the Institution further represents and warrants that it will cause the Site Investigator to maintain medical professional liability insurance in accordance with local clinical practice and professional standards for the duration of this Agreement and for one year following its termination.

26. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, local mail service with postage prepaid and return receipt requested, facsimile (provided the sender has evidence of successful transmission) or next-day courier service. Any notice so delivered will be deemed to be given, delivered and received, if delivered by personal delivery or if delivered by local mail service, on the day received as indicated by the postal receipt and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made at the addresses for the parties set forth in the Study Summary (or to such other address as may be designated by a notice given in accordance with the provisions of this section of the Agreement).

27. If a dispute arises relating to this Agreement the parties will first try in good faith to settle such dispute, failing which such dispute will be settled by a single arbitrator in an arbitration in New York, NY administered by JAMS under its Comprehensive Arbitration Rules and Procedures. All arbitration proceedings and filings or documents related thereto shall be in the English language. The parties will instruct the arbitrator that the prevailing party of any dispute (as determined by the arbitrator) will be awarded the reasonable attorneys' fees, costs and other expenses incurred by the prevailing party in the course of the arbitration of such dispute. The award rendered by the arbitrator will be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings will be confidential.

28. No party will use the name, trademarks, logos, physical likeness or other symbol of the other party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written authorization of the other party. Either party may make reference to the Foundation's funding of the Study, provided that, in any such reference, the

Foundation's funding and the relationship of the parties will be accurately and appropriately described. Neither party will act or describe itself as the agent of the other party nor will either party represent that it has any authority to make commitments on behalf of the other party. Nothing in this Agreement will create, evidence or imply any agency, partnership or joint venture between the Institution and the Foundation.

29. The Institution may not assign this Agreement without the prior written consent of the Foundation. The Foundation may assign this Agreement without the prior written consent of the Institution to an entity that agrees in writing to assume the Foundation's obligations under this Agreement. The Foundation shall give notice of any such assignment to the Institution.

30. This Agreement may not be amended except by a document signed by each of the parties. Any failure of a party to enforce any provision of this Agreement will not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement will be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event an arbitrator or court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding will have no effect on the remaining provisions of this Agreement, and they will continue in full force and effect.

31. The exhibits, appendices and schedules identified in this Agreement are a part of this Agreement. If anything in any appendix, exhibit or schedule attached to this Agreement, any Study Document or any notice, invoice or other document delivered by a party under this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement will control. This Agreement constitutes the entire Agreement between the parties relating to the Study and supersedes all prior understandings and Agreements relating to the Study. This Agreement may be signed, including by facsimile or ".pdf" file, in two or more counterparts. Each counterpart will constitute an original document and all counterparts, taken together, will constitute the same instrument.

32. This Agreement will be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

* * * * *

In witness to the foregoing, the Parties have executed this Clinical Study Site Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: _____
Name:
Title:

INSTITUTION:

[____] [INSERT NAME OF
INSTITUTION]

By: _____
Name:
Title:

Exhibit 1 to Clinical Study Site Agreement

(Defined Terms)

- 1. "Confidential Information" means all information of whatsoever type or kind (a) provided (either directly or indirectly in writing or other tangible form or orally) by one party (the "disclosing party") to another party (the "receiving party") that is clearly marked and identified as "Confidential" by the disclosing party at the time of disclosure or (b) specifically deemed to be "Confidential Information" pursuant to this Agreement. Any information communicated orally by the disclosing party will be considered "Confidential Information" only if (i) such information is identified as "Confidential" at the time of disclosure, (ii) such information is promptly reduced to writing by the disclosing party and (iii) such written record is clearly marked and identified as "Confidential" and provided to the receiving party within 30 days after the initial disclosure of such information. Specifically excepted from Confidential Information is all information that the receiving party can demonstrate by written records (A) to have been known by, or in the possession of, the receiving party prior to the disclosing party's disclosure of such Confidential Information to the receiving party; (B) has, after disclosure of such Confidential Information by the disclosing party to the receiving party, become known to the receiving party through a third party who is not known by the receiving party to be under any obligation of confidentiality to the disclosing party; (C) to have been part of the public domain or publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (D) has, after disclosure of such Confidential Information by the disclosing party to the receiving party, become part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; or (E) to have been independently developed by the receiving party without reference to, or reliance upon, such Confidential Information. The Institution agrees that the all Study Documents shall be deemed Confidential Information of the Foundation and treated as Confidential Information by the Institution in accordance with the terms of Section 14 and Section 15. [CONSIDER IF OTHER DATA/INFORMATION SHOULD BE DEEMED CONFIDENTIAL OF CHDI OR THE SITE]
2. "Foundation Collaborators" means those (a) third parties to whom the Foundation grants the right to use all or part of the Study Data, [, Study Interim Analysis Results,] [INCLUDE AS APPLICABLE] Study Samples and/or Study Intellectual Property, including any entity collaborating with the Foundation and/or fee for service clinical research organizations, laboratories or repositories providing services to the Foundation and (b) fee for service laboratories providing services on behalf of any such third party described in (a) above.
3. "Foundation Indemnified Parties" has the meaning set forth in Section 23 of this Agreement.

4. "Foundation Intellectual Property" has the meaning set forth in Section 11 of this Agreement.
5. "HD" has the meaning set forth in the preamble to this Agreement.
6. "Informed Consent" means the written document, together with all future amendments thereto, signed and dated by a research participant to confirm his or her willingness to participate in the Study.
7. "Institution Indemnified Parties" has the meaning set forth in Section 22 of this Agreement.
8. "Institution Intellectual Property" has the meaning set forth in Section 11 of this Agreement.
9. "IRB" means an Institutional Review Board having jurisdiction over the Study that is responsible for ensuring the protection of the rights, safety and well-being of the research participants involved in the Study. For purposes of this Agreement, IRB will also be deemed to refer to the equivalent board of other body in jurisdictions other than the United States including Research Ethics Boards and Ethical Advisory Boards.
10. "Payment Schedule" has the meaning set forth in Section 4 of this Agreement.
11. "Protocol" means the written document, together with all future amendments thereto, which sets forth the objectives, study design and methodology for the Study.
12. "Regulatory Authority" means any and all national, multi-national or other governmental agency or body (a) with authority over the manner in which a clinical study is conducted in a country or multi-national group or union of countries or (b) responsible for granting regulatory approval for the conduct of a clinical study in a country or multi-national group or union of countries.
13. "Research Purposes" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of a disease other than (a) the manufacture or distribution of any such product or service for sale or (b) the sale of any such product or service. For the avoidance of doubt, Research Purposes will not include any right to (i) manufacture or distribute any such product or service for sale or (ii) sell any such product or service.
14. "Site Investigator" means the individual identified as such in the Study Summary. **[USE THE FOLLOWING TEXT IF MORE THAN ONE SITE INVESTIGATOR – IN SUCH CASE UPDATE APPENDIX A BELOW TO REFERENCE ALL SITE INVESTIGATORS] ["Site Investigator" means the individuals identified as such in the Study Summary. The Institution acknowledges and agrees that references in this Agreement to the Site**

Investigator shall be to each of the individuals identified as such in the Study Summary, collectively and individually.]

15. "Study" has the meaning set forth in the preamble to this Agreement.
16. "Study Data" has the meaning set forth in Section 8 of this Agreement.
17. "Study Documents" means (a) the Study Summary, (b) the Informed Consent, (c) the Protocol and (d) all documents, and amendments thereto, provided by, or on behalf of, the Foundation to the Institution which instruct, provide information or otherwise explain the conduct of the Study.
18. **[INCLUDE AS APPLICABLE]** "Study Interim Analysis" has the meaning set forth in Section 10 of this Agreement.
19. **[INCLUDE AS APPLICABLE]** "Study Interim Analysis Report" has the meaning set forth in Section 10 of this Agreement.
20. "Study Materials" means any (a) biological material collections kits, (b) equipment and (c) other items or materials, provided by, or on behalf of, the Foundation to the Institution to enable the Institution to conduct of the Study.
21. **[INCLUDE AS APPLICABLE]** "Study Recruiting Report" has the meaning set forth in Section 9 of this Agreement.
22. "Study Samples" has the meaning set forth in Section 8 of this Agreement.
23. **[INCLUDE AS APPLICABLE]** "Study Screening Report" has the meaning set forth in Section 9 of this Agreement.
24. "Study Summary" has the meaning set forth in Section 2 of this Agreement.

Appendix A to Clinical Study Site Agreement

(Study Summary)

[REVIEW AND REVISE AS NECESSARY FOR STUDY SPECIFICS]

1. Protocol Title: [____]
2. Site Investigator: [____] **[SITE: PLEASE PROVIDE PI NAME AND INCLUDE ALL PI NAMES IF MULTIPLE SITE INVESTIGATORS]**
3. Number/Nature of Research Participants to be Recruited:
 - (a) Number of Research Participants.
 - (i) The Study is open to all research participants meeting the eligibility criteria specified in the Protocol. **[THE FOLLOWING ARE ILLUSTRATIVE EXAMPLES – SELECT/MODIFY AS APPLICABLE.]** [The Institution will recruit approximately eight Huntington's Disease Gene Expansion Carrier ("HDGEC") research participants and eight companion research participants (each as described in the Protocol) but no more than a total of 16 research participants.]/[There are no limits on the number of research participants the Institution may recruit.]
 - (ii) From time to time throughout the course of the Study, the Foundation, in its sole discretion, may increase or decrease the number of research participants to be recruited by the Institution by providing written notice to such effect to the Institution.
 - (b) Nature of Recruited Research Participants.
 - (i) **[THE FOLLOWING IS ILLUSTRATIVE EXAMPLE – SELECT/MODIFY AS APPLICABLE.]** [Unless otherwise directed, or consented to, by the Foundation in writing, the Institution will attempt to balance the nature of the HDGEC research participants recruited throughout the course of the Study across the two disease groups: Pre-Manifest HDGEC and Early-Manifest HDGEC (each as described in the Protocol). The research participants are to be recruited in a balanced fashion in order to avoid, for example, having all Pre-Manifest HDGEC or Early-Manifest HDGEC.]
 - (ii) **[THE FOLLOWING IS ILLUSTRATIVE EXAMPLE – SELECT/MODIFY AS APPLICABLE.]** [From time to time throughout the course of the Study, the Foundation, in its sole discretion, may provide written instructions to the Institution in respect of the nature of the research participants to

be recruited by the Institution so that the recruitment for the overall global Study conducted at all study sites is balanced across disease groups.]

4. Form of Case Report Form (CRF)/Method of Delivery:
- (a) Form of Case Report Form (CRF): [SELECT/MODIFY AS APPLICABLE]
[Ecrf]/[Paper CRF]
- (b) Method of Delivery: [SELECT/MODIFY AS APPLICABLE] [Delivered electronically through the an electronic data capture system.]/[Each completed, signed and dated paper CRF is to be delivered via email to the following address: [____].]
5. Name of Biorepository for Study Samples; Shipping Information for Study Sample Shipment: [SELECT/MODIFY AS APPLICABLE] [BioRep s.r.l.]; [____] [INSERT ADDRESS]/[Collection kits, including shipping information, for the Study Samples will be provided by the Foundation.]
6. [INCLUDE AS APPLICABLE. TO BE DELETED IF NO INTERIM ANALYSIS CONTEMPLATED]
Description of Study Interim Analysis:
- (a) [____]: [____].
- (b) [____]: [____].
7. Notice Information:
- (a) Institution: [SITE: PLEASE PROVIDE CONTACT INFORMATION]
- [____]
[____]
[____]
Attention: [____]
Fax: [____]
- (b) Site Investigator: [SITE: PLEASE PROVIDE CONTACT INFORMATION – INCLUDE ADDRESS FOR EACH PI IF MORE THAN ONE SITE INVESTIGATOR]
- [____]
[____]
[____]
Fax: [____]
- (c) Foundation:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: Ruth Basu, Chief Administrative Officer
Fax: 212-239-2101

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Attention: David P. Rankin, Chief Legal Officer
Fax: 212-239-2101

Schedule 1 to Clinical Study Site Agreement

(Payment Schedule)

[TO BE INSERTED – DEVELOP USING SCHEDULE 1 TEMPLATES/PRECEDENTS BASED UPON STUDY SPECIFICS]

INFORMED CONSENT FORM

[ICF TEMPLATE – STUDY DATA/STUDY SAMPLES (STUDY SAMPLES COLLECTION PURPOSE – NORTH AMERICAN/ADULT COMBINED)]

[NOTE THIS GENERAL ICF TEMPLATE PROVIDES STANDARD CHDI ADOPTED/APPROVED LANGUAGE AND/OR SUGGESTED LANGUAGE THAT SHOULD SERVE AS A GUIDE FOR PREPARING STUDY-SPECIFIC ICF TEMPLATES. CERTAIN SECTIONS (MARKED IN RED) SUCH AS THOSE RELATING TO USE OF DATA/SAMPLES, HIPAA AND SUBJECT INJURY HAVE BEEN DRAFTED TO REFLECT CHDI'S POLICY AND SHOULD NOT BE ALTERED WITHOUT PRIOR DISCUSSION WITH CHDI LEGAL (THESE SECTIONS SHOULD, HOWEVER, BE READ CAREFULLY TO ENSURE THEY ARE CONSISTENT WITH THE SPECIFICS OF THE STUDY FOR WHICH THE ICF IS BEING PREPARED AND, IF NOT, SUCH INCONSISTENCIES DISCUSSED WITH CHDI LEGAL). OTHER SECTIONS THAT RELATE TO THE ASPECTS OF THE STUDY FOR WHICH THE ICF IS BEING PREPARED WILL REQUIRE MORE SUBSTANTIAL MODIFICATIONS TO REFLECT THE SPECIFICS OF THE PROTOCOL/PROCEDURES AS WELL AS OTHER UNIQUE ASPECTS OF SUCH STUDY. CHDI STRIVES TO USE SIMILAR LANGUAGE IN SIMILAR CIRCUMSTANCES IN ICFS. WHEN FILLING IN LANGUAGE IN THIS TEMPLATE PLEASE CONSULT PRIOR ICFS WHICH CAN BE FOUND IN QUICKBASE OR ON THE CLINICAL R-DRIVE.]

I. TITLE AND PROTOCOL NUMBER

Title: [____]: [____] [INSERT FULL NAME OF STUDY AS SET FORTH IN FINAL PROTOCOL]

Protocol Number: [____] [INSERT PROTOCOL NUMBER AS SET FORTH IN FINAL PROTOCOL (IF THERE IS NO PROTOCOL NUMBER, DELETE THIS REFERENCE)]

II. FUNDING ORGANIZATION/STUDY SITE INVESTIGATOR

Funding for this study is being provided by CHDI Foundation, Inc., a non-profit foundation that only works on Huntington's disease (HD) and funds a variety of research activities aimed at developing treatments for HD.

This study's clinical procedures and assessments as well as the day-to-day management of this study will be carried out at the study sites including [____] [INSERT NAME OF INSTITUTION]. The study site investigator is [____] [INSERT NAME OF INVESTIGATOR].

III. INTRODUCTION AND PURPOSE OF THIS STUDY

[USE THE OBJECTIVES SET FORTH IN THE PROTOCOL FOR THE STUDY TO EXPLAIN THE PURPOSE OF THE STUDY IN LANGUAGE THAT IS EASY TO UNDERSTAND. A SHORT OUTLINE OF THE PROCEDURES REQUIRED OF THE PARTICIPANT AS PART OF THE STUDY SHOULD ALSO BE INCLUDED. SEE APPROVED CONSENT FORMS FOR OTHER/PRIOR STUDIES AS EXAMPLES. IN ADDITION, SOME SAMPLE LANGUAGE IS PROVIDED BELOW BUT SHOULD BE AMENDED/DELETED AS NECESSARY BASED UPON THE SPECIFICS OF THE STUDY/PROTOCOL.]

This consent form gives you information to help you decide if you want to participate in this study. It is important that you understand this information before you decide if you want to participate in this study.

Please read this consent form carefully. If you have any questions about this consent form please ask the person who presents it to you to answer them before deciding whether or not to participate in this study. You may also talk about this information with your family, friends or family doctor before deciding whether or not to participate in this study. You should take all the time you need to decide.

Once you have read this consent form and have had all your questions answered, if you decide that you wish to participate in this study, you will be asked to sign and date this consent form. You will be given a signed copy of this consent form for your own records.

You are being asked to participate in [_____] **[INSERT SHORT NAME OF STUDY]**, a research study. We are asking you to participate in this study because you have tested positive for the genetic mutation that causes HD[, because you might be at risk for developing HD] **[INCLUDE AS APPROPRIATE]** or because you are a control. A control is a person who does not carry the genetic mutation that causes HD.

The main purpose of this study is to [_____] **[INSERT PURPOSE OF STUDY]**.

During this study, certain information will be collected about you such as your name, **[age, gender, stage of your HD]** **[MODIFY AS NECESSARY ON THE BASIS OF THE DESCRIPTION IN THE PROTOCOL]**. [Since you are also a participant in the Enroll-HD study, we will request access to information collected about you as part of your participation in the Enroll-HD study. The information we receive relating to your participation in the Enroll-HD study will be used to understand the information collected about you and/or the biological samples collected from you as part of this study and help with the analysis of such information.] **[ONLY INCLUDE THIS SECTION IF DATA FROM THE ENROLL-HD STUDY WILL BE USED OR CROSS REFERENCED IN THE STUDY]**

In addition to the information that will be collected about you, a [_____] **[INSERT TYPE OF BIOLOGICAL SAMPLE TO BE COLLECTED]** sample will be taken that will be used for [_____] **[INSERT PURPOSE FOR SAMPLE COLLECTION (E.G., GENOTYPING, CREATE A SAMPLE)]** **[MODIFY AS NECESSARY ON THE BASIS OF THE DESCRIPTION IN THE PROTOCOL]**. We are asking you to donate up to [_____] **[INSERT VOLUME OF BIOLOGICAL SAMPLE]** of [_____] **[INSERT TYPE OF SAMPLE i.e. BLOOD, URINE, CSF]** for the purposes described above and more fully described below.

Your participation in this study is completely voluntary. You are completely free to choose whether or not to participate in this study. If you decide to participate, you can change your mind and withdraw from this study at any time for whatever reason. You are not required to give any reason for your decision on whether or not to participate in this study or, if you decide to participate, for your decision to withdraw from this study. Deciding not to participate in this study or deciding to withdraw from this study will not affect the current or

future care that you would otherwise expect to receive. [Nor will any such decision affect your participation in the Enroll-HD study.] **[INCLUDE AS APPROPRIATE]**

We will not include your name, address or any other information that could directly identify you on the information collected about you and/or the biological samples collected from you during this study. All information collected about you and/or biological samples collected from you during this study will be coded with one or more unique identification numbers (codes) to protect your identity **[and connect such information and/or biological samples to other HD studies in which you may participate] [ONLY INCLUDE THE DESCRIPTION OF LINKING DATA IF RELEVANT TO THIS STUDY AND DESCRIBED IN THE STUDY PROTOCOL]**. Only the study site investigator and study site staff will be aware of your identity and have the key to the code(s) that links you to the information collected about you and/or biological samples collected from you during this study. All information collected about you and/or biological samples collected from you during your study visits will be stored in secure databases and repositories where they will be available now and in the future to researchers who are trying to develop new tests for, and ways to treat HD and similar diseases, as well as for other biomedical research.

IV. NUMBER OF PARTICIPANTS

The total number of participants in this study will be about [____]; approximately [____] HD participants, at different stages of disease, and approximately [____] healthy controls. **[INCLUDE THE TOTAL NUMBER OF PARTICIPANTS TO BE INCLUDED IN THE STUDY. ALSO, BREAK DOWN THE TOTAL NUMBER OF PARTICIPANTS INTO THE TYPES OF PARTICIPANTS (EG, HD AND CONTROL).]**

Approximately [____] study sites will participate in this study. The locations of these study sites include, but are not limited to, **[the United States, Canada and Europe.] [INCLUDE THE TOTAL NUMBER OF STUDY SITES TO BE INCLUDED IN THE STUDY AND MODIFY LOCATION(S) AS APPROPRIATE. NOTE, THE LANGUAGE IS DRAFTED AS AN ILLUSTRATIVE LIST SO THERE IS NO NEED TO LAUNDRY LIST EVERY COUNTRY IF IT IS AN EXTENSIVE LIST.]**

V. PROCEDURES

[THE PROCEDURE DESCRIPTION BELOW IS AN OUTLINE/TEMPLATE ONLY. IT WAS DRAFTED FOR A STUDY THAT CONTEMPLATES THREE STUDY VISITS WHICH COLLECT INFORMATION AND BIOLOGICAL SAMPLES FOR A SPECIFIC PURPOSE. SOME VISITS ARE FOLLOWED UP BY PHONE BY THE STUDY SITE STAFF. PLEASE MODIFY THIS SECTION TO SPECIFICALLY DESCRIBE THE BREAKDOWN OF VISITS AND THE SPECIFIC PROCEDURES FOR EACH VISIT WHICH THE PARTICIPANTS WILL UNDERGO. PLEASE ENSURE THE DETAILS AND LANGUAGE FROM THE PROTOCOL ARE CLOSELY FOLLOWED AND WHERE POSSIBLE, DURATION OF VISITS AND VOLUME OF SAMPLES TO BE COLLECTED SHOULD BE PROVIDED.]

This study consists of [____] **[INSERT NUMBER OF VISITS]** study visits as set forth in the following table:

<u>Visit Number/Name</u>	<u>Brief Description/Purpose of Visit</u>	<u>Interval Following</u>
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		<u>Previous Visit</u>
[First]/[Screening]	[_____]	NA
[Second]/[First Sampling]	[_____]	[_____] [INSERT TIMEFRAME]
[Third]/[Optional Sampling]	[_____]	[_____] [INSERT TIMEFRAME]
[_____] [ADD ADDITIONAL ROWS AS NECESSARY]	[_____]	[_____] [INSERT TIMEFRAME]

As summarized in the table above, this study consists of [_____] **[INSERT NUMBER OF VISITS]** study visits, the **[First]/[Screening]** Visit (Visit 1) and the **[Second]/[First Sampling]** Visit (Visit 2) [_____] **[INSERT DESCRIPTION/TITLE OF STUDY VISITS FROM PROTOCOL]**. Some participants may be asked to return for an additional optional study visit, the **[Third]/[Optional Sampling]** Visit (Visit 3), within [_____] **[INSERT NUMBER of WEEKS]** weeks of the **[Second]/[First Sampling]** Visit, in order to understand [_____] **[INSERT PURPOSE OF VISIT]**. All participants who return for the **[Second]/[First Sampling] / [Third]/[Optional Sampling]** Visit will also be contacted by telephone [_____] **[INSERT NUMBER OF DAYS]** days after such visit to see how they are doing.

[FOLLOWING THE OVERVIEW PROVIDED ABOVE, THE DETAILS OF INDIVIDUAL STUDY VISITS SHOULD BE PROVIDED BELOW. WE HAVE PROVIDED A GUIDE TO DEMONSTRATE THE LEVEL OF DETAIL EXPECTED]

Visit 1: [First]/[Screening] Visit (up to [_____] [INSERT NUMBER OF DAYS] days prior to Visit 2)

The study site investigator or study site staff will discuss the details of this study with you. You will have the opportunity to ask any questions you may have about this study. If you decide to participate, you will have to sign and date this consent form to give your informed consent to participate in this study. You will be given a signed copy of this consent form for your own records.

In order to check to see if you are eligible to participate in this study, the study site investigator or study site staff will ask you questions regarding any other disorders or diseases you may have and about any medications that you have been using within the last month. **[A brief physical exam (including measuring your height and weight) and a neurological exam will be performed, you will be asked questions regarding your mental and emotional wellbeing and, if you are an HD participant, your symptoms of HD will be assessed]. [INCLUDE ONLY IF APPLICABLE AND ENSURE IT IS NOT DUPLICATED IN THE NEXT PARAGRAPH IF ANY OR ALL OF SUCH PARAGRAPH IS INCLUDED IN THIS CONSENT. MODIFY AS NECESSARY]**

[Since you are a participant in the Enroll-HD study, some of the above examinations and assessments may have been done as part of your most recent Enroll-HD study visit. If any of

such examinations and assessments have been conducted within [____] [INSERT TIMEFRAME/WINDOW (E.G., DAYS, MONTHS, ETC.) FOR WHICH THE ENROLL-HD EXAMS AND ASSESSMENTS MAY BE USED] months of your Screening Visit, they will not be repeated, and the information collected about you during your most recent Enroll-HD study visit will be used instead. In addition to the examinations described above,]/[If the Screening Visit is conducted [____] [days]/[months] after your most recent Enroll-HD visit,] you will be asked to complete the clinical, behavioural and cognitive assessments that form the core of the Enroll-HD study as part of this study. Information about the genetic mutation that causes HD, if applicable, will be collected from the Enroll-HD study.] [EVALUATE EACH SENTENCE ABOVE AND ONLY INCLUDE IF APPLICABLE OR MODIFY AS NECESSARY – REFER TO PROTOCOL FOR DETAILS OF THE STUDY]

Approximately [____] [INSERT VOLUME] of [____] [INSERT TYPE OF SAMPLE I.E. BLOOD] (about [____] [INSERT NUMBER] teaspoons) will be taken from your arm. The entire procedure of collecting [____] [INSERT TYPE OF SAMPLE I.E. BLOOD] should take about [____] [INSERT TIME] minutes.

The entire [First]/[Screening] Visit will last about [____] [INSERT TIME] hours[.]/[however, depending on when your most recent Enroll-HD visit was conducted], the Screening Visit may take less than the full time allotted since some of the above examinations and assessments may have been done as part of your most recent Enroll-HD study visit procedures and will not have to be repeated during the Screening Visit.] [ONLY INCLUDE IF APPLICABLE]

If the study site investigator or the study site staff find you are eligible to participate in the study, you will be scheduled for the [Second]/[First Sampling] Visit which will need to be done within [____] [INSERT NUMBER OF DAYS] days of your [First]/[Screening] Visit.

If the study site investigator or study site staff find you are not eligible to participate in the study, but might become eligible within a reasonable period of time after your [First]/[Screening] Visit, you may be invited to return to repeat some or all of the above examinations and assessments. If you are asked to return, you may decline to do so. If after repeating those examinations and assessments, the study site investigator or the study site staff find you have become eligible for study participation, you will be scheduled for the [Second]/[First Sampling] Visit, which will need to be done within [____] [INSERT NUMBER OF DAYS] days of the date of the initial part of your [First]/[Screening] Visit.

Visit 2: [Second]/[First Sampling] Visit

[____] [INSERT DESCRIPTION OF INFORMATION TO BE COLLECTED]

[You will be asked to arrive at the study site by [____] [SPECIFY TIME OF DAY IF RELEVANT] so that the [____] [INSERT BIOLOGICAL SAMPLE] collection can be done.] You will be asked [____] [INSERT SPECIAL INSTRUCTIONS IF APPLICABLE] on the day of your [Second]/[First Sampling] Visit until after the sample collection is completed. You may also be asked to avoid certain medications prior to your appointment. If you have not followed the instructions, or if you are not feeling well, your [Second]/[First Sampling] Visit will need to be rescheduled.

The study site investigator or the study site staff will confirm that you are still willing to participate in this study. If so, **[a neurological exam and a brief physical exam and a motor exam will be performed]** **[INCLUDE IF APPLICABLE OR MODIFY AS PER PROTOCOL]**, and the results of the testing done at your **[First]/[Screening]** Visit will be reviewed. If the study site investigator or the study site staff confirm that you still meet all eligibility requirements for this study, the study site investigator or the study site staff will prepare you for the **[]** **[INSERT BIOLOGICAL SAMPLE]** collection.

[] **[INSERT DESCRIPTION OF HOW THE SAMPLE COLLECTION WILL BE DONE. FOR EXAMPLE SEE LANGUAGE INCLUDED BELOW REGARDING BLOOD DRAW]**

Using a needle, approximately **[]** **[INSERT VOLUME]** of **[]** (the same volume as **[]** teaspoons) will be taken from a vein in your arm. You will then be asked to lie flat for a resting period of about an hour. This entire **[Second]/[First Sampling]** Visit will last about **[]** **[INSERT TIME]** hours. The study site staff will check to see how you are doing during the resting period. When you are ready to leave, you will be given instructions on follow-up care.

Follow-Up Call: 1 to 3 Days after [Second]/[First Sampling] Visit **[THIS SECTION SHOULD BE INCLUDED ONLY IF FOLLOW UP AFTER A STUDY VISIT IS DESCRIBED IN THE STUDY PROTOCOL]**

A member of the study site staff will call you **[]** **[INSERT NUMBER OF DAYS]** days after your **[Second]/[First Sampling]** Visit to see how you are doing. You will be asked how you are feeling and if you have experienced any medical conditions or symptoms since your **[Second]/[First Sampling]** Visit.

Visit 3: [Third]/[Optional Sampling] **[THIS SECTION SHOULD BE INCLUDED ONLY IF FOLLOW UP FOLLOWING A STUDY VISIT IS DESCRIBED IN THE STUDY PROTOCOL]**

Should you be asked to participate in the **[Third]/[Optional Sampling]**, you may decline to do so.

If you do agree to participate, **[]** **[INSERT DESCRIPTION OF INFORMATION TO BE COLLECTED]** and you will be asked to undergo a **[]** **[INSERT BIOLOGICAL SAMPLE]** sample collection as described above under Visit 2: **[Second]/[First Sampling]** Visit.

What must I keep in mind during this study?

During the time you are participating in this study, you are asked to: **[SELECT INSTRUCTIONS AS APPROPRIATE OR MODIFY TO MATCH INCLUSION CRITERIA AND INSTRUCTIONS LISTED IN PROTOCOL]**

- Follow all instructions, including those **[regarding restricted medications]** that were given to you at your **[First]/[Screening]** Visit.
- **[]** **[INSERT SPECIAL INSTRUCTIONS]** on the day of your **[Second]/[First Sampling]** or **[Third]/[Optional Sampling]** from **[]** **[INSERT TIMING]** until the **[]** **[INSERT BIOLOGICAL SAMPLE]** collection have been completed.

- Inform the study site staff of any illnesses you have had or medications you have been taking since your **[First]/[Screening]** Visit.
- Follow all instructions regarding follow-up care after your **[Second]/[First Sampling]** Visit **[or [Third]/[Optional Sampling]]**.

VI. STORING AND SHARING CODED INFORMATION AND/OR CODED BIOLOGICAL SAMPLES FOR RESEARCH PURPOSES

The information collected about you during this study will be entered into, and stored securely in one or more secure databases. The biological samples collected from you during this study will be stored in a biological samples repository that is located at a biological samples storage facility selected for this study.

The information collected about you and entered in the database(s), as well as the biological samples collected from you and stored in the biological samples repository, will not be associated with, or identified by, your name, address or other information that could directly identify you. Only the study site investigator and study site staff will be aware of your identity and have the key to the code(s) that links your coded information and/or coded biological samples to you.

CHDI Foundation, Inc. may use, and make available for use by its service providers and other organizations/researchers and their service providers, including through one or more databases (electronic and otherwise), the coded information about you and/or coded biological samples collected from you during this study for the following purposes:

[THE TEMPLATE BELOW CONTAINS SAMPLE LANGUAGE DESCRIBING THE CONTEMPLATED PURPOSES FOR WHICH THE STUDY DATA AND SAMPLES MAY BE USED. THIS LIST HAS BEEN PURPOSELY MADE BROAD/GENERIC AND MAY BE ADDED TO BUT ANY CONTEMPLATED DELETIONS SHOULD BE DISCUSSED BEFORE DELETING ANY ITEM.]

- To generate a [____] **[INSERT TYPE OF BIOLOGICAL SAMPLE]** sample collection for identifying and evaluating biomarkers and biological pathways that will enable the development of new treatments for HD. **[DELETE IF THE CREATION OF A SAMPLE COLLECTION IS NOT A PURPOSE OF THE STUDY]**
- To check the quality of the information collected about you and/or biological samples collected from you during this study.
- For collecting, maintaining, and managing the coded information collected about you and/or biological samples collected from you during this study.
- To see how different possible medicines influence biological and chemical processes that might be important in HD or other diseases.
- To design and guide future research studies and clinical trials.
- To support and enable scientific discussion and research (1) to better understand HD or other diseases being studied, (2) that furthers the development of treatments and/or rating scales for HD or other diseases or (3) that furthers biomedical research.

CHDI Foundation, Inc. and its service providers and other organizations/researchers and their service providers with whom coded information and/or biological samples can be shared, may publish the results of their research, including coded information, in medical journals or present such results at meetings. However, your name, address or other information that could directly identify will not be published or presented.

CHDI Foundation, Inc. may also share coded information collected about you during this study with the following third parties:

- Representatives of governmental and regulatory agencies and health authorities such as the United States Food and Drug Administration (FDA), Health Canada and the European Medicines Agency (EMA).
- [] **[INSERT NAME OF INVESTIGATOR]** and the study site staff at [] **[INSERT NAME OF INSTITUTION]**.
- The ethical review boards at study sites and other independent review boards overseeing the ethical conduct of this study (committees that reviewed the study and make certain your rights as a participant are protected).
- []. **[INSERT/LIST ANY COMMITTEES ESTABLISHED FOR THE STUDY THAT MAY BE OVERSEEING STUDY CONDUCT AND SAFETY (E.G, DATA SAFETY MONITORING, ETC.)]**

The information collected about you and/or the biological samples collected from you during this study will be used only for research purposes and will not be sold.

Any of the uses and activities described above may involve sending coded information and/or coded biological samples to other countries that may not have the same or as strict privacy laws as this country. However, given that only coded information and/or coded biological samples are sent, the risk of unintended disclosure of information that could directly identify you is low.

[A description of this study will be available on <http://www.clinicaltrials.gov>. This website will not include information that can identify you. At most, the website will include a summary of the results of this study. You may search this website at any time.] **[INCLUSION OF THIS PROVISION (OR A MODIFIED VERSION) TO BE DECIDED AT TIME OF IRB SUBMISSION]**

VII. DISCOMFORTS AND RISKS

[THE TEMPLATE BELOW CONTAINS SAMPLE DISCOMFORT/RISK LANGUAGE THAT WAS DEVELOPED FOR OTHER STUDIES. THE SCIENCE TEAM MUST REVIEW AND UPDATE THE LISTS BELOW TAKING INTO CONSIDERATION THE SPECIFIC CIRCUMSTANCES, THE STUDY PROTOCOL AND NATURE OF THE STUDY FOR WHICH THE ICF TEMPLATE IS BEING DEVELOPED. UNLESS THE CIRCUMSTANCES HAVE CHANGED, CHDI WOULD LIKE TO DESCRIBE INDIVIDUAL DISCOMFORT/RISKS IN THE SAME WAY FROM PROTOCOL TO PROTOCOL. PLEASE CHECK THE DESCRIPTIONS IN PAST PROTOCOLS THAT CAN BE FOUND IN QUICKBASE OR ON THE CLINICAL R-DRIVE FOR APPLICABILITY.]

Some of the possible discomforts that may occur following [] **[INSERT STUDY PROCEDURES RELATED TO COLLECTING INFORMATION]** include:

- []. **[INSERT AS APPLICABLE]**
- []. **[INSERT AS APPLICABLE]**
- []. **[INSERT AS APPLICABLE]**
- []. **[INSERT AS APPLICABLE]**

[MORE DETAILED INFORMATION SUCH AS THE INCIDENCE OF SEVERE RISKS OR ADVERSE EVENTS CAN BE ADDED IF REQUESTED BY AN IRB. RISK SHOULD BE DESCRIPTIVE AND STATED IN SIMPLE TERMS.]

Moreover, as with the collection of any personal (private) information, there is also a slight risk of accidental disclosure of information or breach of computer security. Loss of confidentiality could have a negative impact on you, your family, or other individuals or groups, including insurability, employability and/or family relationships. Safeguards are in place to minimize this potential risk.

Some of the possible discomforts that may occur following [] **[INSERT BIOLOGICAL SAMPLE]** collection include: **[MODIFY AS APPLICABLE]**

- The anaesthetic will sting when first injected.
- You may feel a pressure sensation when the needle is inserted.
- You may experience a headache following the sample collection. You will be given instructions on how to manage this if it occurs.
- A bruise may form at the site of the puncture with the needle.
- Fainting or feeling lightheaded may occur during or shortly following the sample collection.
- A clot may form at the site of needle puncture and infections may occur, but these are rare.

[MORE DETAILED INFORMATION SUCH AS THE INCIDENCE OF SEVERE RISKS OR ADVERSE EVENTS CAN BE ADDED IF REQUESTED BY AN IRB. THIS TYPE OF INFORMATION SHOULD ONLY BE PROVIDED TO PARTICIPANTS WHERE THEY ARE UNDERGOING A PROCEDURE OR A SAMPLE DRAW THAT IS ASSOCIATED WITH SIGNIFICANT RISKS (SUCH AS A COLLECTION OF CEREBROSPINAL FLUID (CSF)). OTHERWISE, RISK SHOULD BE DESCRIPTIVE AND STATED IN SIMPLE TERMS.]

Any adverse medical events arising from your participation in this study will be followed up and treated as deemed necessary by the study site investigator.

[INCLUDE/MODIFY AS APPLICABLE] If you are required to complete clinical, behavioural or cognitive assessments as part of this study, you may experience anxiety or psychological discomfort (such as stress or fatigue) while completing these assessments. If at any time you feel you could benefit from treatment or support, you may request to be referred for appropriate care. In the course of doing questionnaires or tests you may feel tired and/or

irritable. If this happens please tell the study site investigator or the study site staff and ask them to allow you time to rest or to stop the testing all together.

VIII. BENEFITS

You will not have any direct benefits from participating in this study. The results of this study might help people with HD in the future and may contribute to new knowledge about HD.

IX. ALTERNATIVES TO PARTICIPATION

You do not have to participate in this study. Choosing not to participate will not affect your current or future medical care at [_____] [INSERT NAME OF INSTITUTION].

X. TRAVEL COST SUPPORT AND COMPENSATION

[BELOW ARE TWO OPTIONS FOR TRAVEL COST SUPPORT AND TWO OPTIONS FOR COMPENSATION. FOR EACH, PLEASE SELECT AS APPROPRIATE. IF THE PAYMENT TO PARTICIPANTS DEVIATES FROM THE OPTIONS PROVIDED BELOW IT SHOULD BE DISCUSSED WITH CHDI LEGAL AND FINANCE AND ALTERNATIVE LANGUAGE DRAFTED.]

Travel Cost Support

[You will receive assistance arranging travel for this study – ask the study site investigator or the study site staff for information about this. The expenses that you incur for travel, hotel and meals resulting from your participation in the study will be covered or reimbursed in accordance with the specified policies and guidelines provided to you by the study site investigator or the study site staff.]/[You will receive the amount of [_____] [INSERT AMOUNT] to offset the costs for your travel to and from the study site. All payments will be provided to you after each study visit is completed.]

Compensation

[In addition, you will receive compensation in the amount of [_____] [INSERT AMOUNT] after each of your [Second]/[First Sampling] Visit and [Third]/[Optional Sampling] Visit for the time you have devoted to participating in this study.]/[You will not receive any compensation for participating in this study.]

XI. INJURY

[THE FOLLOWING TWO OPTIONS SHOULD BE CONSIDERED FOR ANY OTHER STUDIES INCLUDING REGISTRY STUDIES]

OPTION 1: (THIS OPTION SHOULD BE USED FOR ALL STUDIES OTHER THAN THOSE THAT POSE MINIMAL RISK STUDIES SUCH AS THOSE ONLY INVOLVING THE ANSWERING OF A QUESTIONNAIRE)

If you are injured, the [_____] [INSERT NAME OF INSTITUTION] will provide medical care for any emergency medical problem that you may experience as a direct result of your participation in this study. You will not have to pay for this emergency care, but the [_____] [INSERT NAME OF INSTITUTION] may seek reimbursement for this care from your health insurance carrier.

Compensation for injury is not provided for as part of this study.

OPTION 2: (THIS OPTION SHOULD BE USED ONLY FOR "MINIMAL RISK" STUDIES SUCH AS THOSE ONLY INVOLVING THE ANSWERING OF A QUESTIONNAIRE. IT SHOULD NOT BE USED FOR A SAMPLE COLLECTION STUDY UNLESS DISCUSSED WITH CHDI LEGAL AND APPROVED PRIOR TO PREPARATION OF THE ICF USING THIS TEMPLATE.)

Compensation for injury is not provided for as part of this study.

XII. FUNDING

This study and the storage of coded information and/or coded biological samples collected in the course of this study are supported by CHDI Foundation, Inc., a not-for-profit foundation that only works on HD and funds a variety of research activities aimed at, among other things, developing treatments for HD.

XIII. COMMERCIAL USES

Successful research by CHDI Foundation, Inc. and others using your coded information and/or coded biological samples collected in the course of this study could result in a commercial test or therapeutic product with significant value. You will not receive any financial benefit from such a result.

XIV. CONFIDENTIALITY OF RECORDS AND HIPAA AUTHORIZATION <<FOR US SITES>>

[NOTE: YOU MAY INSERT YOUR INSTITUTION'S SPECIFIC LANGUAGE HERE OR YOU CAN USE THE LANGUAGE INDICATED BELOW. HOWEVER YOU MUST LIST ALL THE ENTITIES THAT MAY HAVE ACCESS TO THE DATA AS DELINEATED IN THE BULLETS BELOW.]

While every effort will be made to keep information collected about you during this study that could directly identify you confidential, this cannot be guaranteed. Other people/oversight entities may need to see such information. While these other people/oversight entities normally protect the privacy of such information, they may not be required to do so by law.

The federal Health Insurance Portability and Accountability Act (HIPAA) requires you to give your permission to use information collected about you during this study that could directly identify you. This permission is called an "Authorization". If you have never received a copy of the [_____] [INSERT NAME OF INSTITUTION] HIPAA Notice, please ask the study site investigator or study site staff for one.

All information collected about you during this study that could directly identify you will be kept in a separate study site master file at [_____] **[INSERT NAME OF INSTITUTION]**, and you will not be permitted to see or copy the information in that file at any time.

For purposes of auditing and monitoring this study and to make sure we are following regulations, policies and study plans, the study site investigator may share a copy of this consent form and information collected about you during this study that could directly identify you and/or biological samples collected from you during this study with the following people/oversight entities:

- Representatives of governmental and regulatory agencies and health authorities such as the United States Food and Drug Administration (FDA), Health Canada and the European Medicines Agency (EMA).
- The study site staff at [_____] **[INSERT NAME OF INSTITUTION]**.
- The ethical review boards at study sites and other independent review boards overseeing the ethical conduct of this study (committees that reviewed the study and make certain your rights as a participant are protected).
- Representatives of organizations providing services in connection with this study, contracted to collect, maintain and manage the information collected about you and/or biological samples collected from you during this study.
- [_____] **[INSERT/LIST ANY COMMITTEES ESTABLISHED FOR THE STUDY THAT MAY BE OVERSEEING STUDY CONDUCT AND SAFETY (E.G, DATA SAFETY MONITORING, ETC.)]**
- CHDI Foundation, Inc.
- Other agents and service providers designated by CHDI Foundation, Inc. (for example, auditors and monitors).

By signing this consent form, you authorize the use and/or sharing of information collected about you during this study that could directly identify you and/or biological samples collected from you during this study as described above. If you decide to participate in this study, this authorization will not expire unless you cancel it. You can always cancel your authorization by notifying the study site investigator, [_____] **[INSERT NAME OF INVESTIGATOR]**. If you cancel (withdraw) your authorization, you will be removed from this study. However, standard medical care and any other benefits to which you are otherwise entitled will not be affected.

The information collected about you during this study that could directly identify you and/or biological samples collected from you during this study will be kept indefinitely. Cancelling your authorization only affects uses and sharing of information collected about you during this study that could directly identify you and/or biological samples collected from you during this study after the study site investigator gets your request to cancel your authorization. The information collected about you during this study that could directly identify you and/or biological samples collected from you during this study before you cancel your authorization may need to be used and given to others if necessary to preserve the integrity of this study.

XV. VOLUNTARY PARTICIPATION

Your participation in this study is voluntary. You are free to choose whether or not to participate in this study. If you decide to participate, you can change your mind and stop participating in this study at any time for any reason. You are not required to give a reason for your decision on whether or not to participate in this study or, if you decide to participate, for your decision to stop participating in this study. Deciding not to participate in this study will not affect the current or future care that you would otherwise expect to receive. [Nor will any such decision affect your participation in the Enroll-HD study.] [INCLUDE AS APPROPRIATE]

[NTD: TO BE DISCUSSED WITH CHDI LEGAL BEFORE SELECTING THE APPROPRIATE OPTION. BELOW ARE VARIOUS OPTIONS FOR HANDLING STUDY DATA AND BIOLOGICAL SAMPLES FOLLOWING SUBJECT'S ELECTIONS TO STOP PARTICIPATING IN THIS STUDY]

[SELECT THE OPTION IMMEDIATELY BELOW FOR ANY STUDY THAT WOULD LEAD TO THE USE OF THE DATA AND BIOLOGICAL SAMPLES FOR THE APPROVAL OF A DRUG, DEVICE OR RATING SCALE]

If you decide to stop participating in this study, the coded information collected about you and/or the biological samples collected from you during this study will continue to be stored, used, and shared in the manner described in this consent form. You will not be able to request that the coded information collected about you during this study be deleted from any database or prevent your coded information from being shared, used and shared as described in this consent form nor will you be able to request that the biological samples collected from you as part of this study be removed from the storage facility and destroyed.

[THE FOLLOWING FOUR OPTIONS SHOULD BE CONSIDERED FOR ANY STUDIES (INCLUDING REGISTRY STUDIES) THAT WOULD NOT LEAD TO THE USE OF THE DATA FOR THE APPROVAL OF A DRUG, DEVICE OR RATING SCALE]

OPTION 1: (STOP PARTICIPATION – NO REMOVAL OF DATA OR BIOLOGICAL SAMPLES OR RIGHT TO STOP FUTURE USE)

If you decide to stop participating in this study, the coded information collected about you and/or the biological samples collected from you during this study will continue to be stored, used, and shared in the manner described in this consent form. You will not be able to request that the coded information collected about you during this study be deleted from any database or prevent your coded information from being stored, used and shared as described in this consent form nor will you be able to request that the biological samples collected from you as part of this study be removed from the storage facility and destroyed.

[IN THE EVENT OPTION 1 WAS INCLUDED IN THE ICF AND AN IRB WILL NOT AGREE TO A STATEMENT PREVENTING PARTICIPANTS FROM REQUESTING DESTRUCTION OF STORED SAMPLES, USE THE FOLLOWING OPTION]

OPTION 2: (STOP PARTICIPATION – NO REMOVAL OF DATA OR RIGHT TO STOP FUTURE USE BUT PERMITS A REQUEST FOR A DESTRUCTION OF BIOLOGICAL SAMPLES)

If you decide to stop participating in this study, (a) the coded information collected about you during this study will continue to be stored, used, and shared in the manner described in this consent form and/or (b) unless the written request described below is given, the biological samples collected from you during this study will continue to be stored, used, and shared in the manner described in this consent form. You will not be able to request that the coded information collected about you during this study be deleted from any database or prevent your coded information from being stored, used and shared as described in this consent form. Upon receipt of a written request from the study site investigator (on your behalf), CHDI Foundation, Inc. will remove from storage the biological samples collected from you, as part of this study, from the storage facility and request that the samples be destroyed. However, if any of the biological samples collected from you during this study have already been distributed for use, we may not be able to locate and destroy such biological samples.

OPTION 3: [STOP PARTICIPATION – ASSIGNMENT OF RANDOM NUMBER TO DATA AND BIOLOGICAL SAMPLES BUT CONTINUED USE] [THIS OPTION SHOULD BE USED IN COUNTRIES WHICH REQUIRE PARTICIPANTS TO HAVE A RIGHT TO DELETE THEIR STUDY INFORMATION AND BIOLOGICAL SAMPLES BUT WHERE CHDI WOULD LIKE TO CONTINUE USING DATA AND BIOLOGICAL SAMPLES COLLECTED AND SHARED WITH THIRD PARTIES]

If you decide to stop participating in this study, you may contact the study site investigator and let him or her know that you no longer want coded information collected about you and/or biological samples collected from you during this study to be stored, used and shared as described in this consent form. At the request of the study site investigator (on your behalf), CHDI Foundation, Inc. will delete from its databases any information that can directly identify you and any codes assigned by the study site to your information and/or biological samples. A random number will be associated with the information collected about you and/or the biological samples collected from you during this study. Although the coded information collected about you and/or the biological samples collected from you will continue to be stored, used and shared as described in this consent form, the information and/or the biological samples can no longer be linked back to you. **[OPERATIONAL CONSIDERATIONS: IF A PARTICIPANT WITHDRAWS THEIR CONSENT TO PARTICIPATE IN THE STUDY, THIS OPTION WILL ALLOW THE DATA COLLECTED AND BIOLOGICAL SAMPLES AS PART OF THE STUDY TO CONTINUE TO BE USED ONCE THE COLLECTED DATA AND BIOLOGICAL SAMPLES ARE ASSIGNED A RANDOM IDENTIFICATION NUMBER WHICH CANNOT BE TRACED BACK TO THE PARTICIPANT'S CODES FOR THE STUDY (E.G. HDID). THIS MAY HAVE REPERCUSSIONS FOR STUDIES LIKE ENROLL-HD, WHICH ARE DESIGNED TO ALLOW PARTICIPANTS TO LINK THEIR DATA AND BIOLOGICAL SAMPLES TO THOSE COLLECTED IN OTHER STUDIES.]**

OPTION 4: (STOP PARTICIPATION - NO REMOVAL OF DATA BUT DESTRUCTION OF BIOLOGICAL SAMPLES - STOP FUTURE USE AND DISCLOSURE OF DATA)

If you decide to stop participating in this study, you may contact the study site investigator and let him or her know that you no longer want the coded information collected about you and/or the biological samples collected from you during this study to be used and shared as described in this consent form. At the request of the study site investigator (on your behalf), CHDI Foundation, Inc. will stop all future use and sharing of the coded information collected about

you during your participation in this study, provided, that, the coded information collected about you will be retained to preserve the integrity of the study. CHDI Foundation, Inc. will also remove from storage the biological samples collected from you, as part of this study, from the storage facility and request that the samples be destroyed. However, if any of the biological samples collected from you during this study have already been distributed for use, we may not be able to locate and destroy such biological samples. **[OPERATIONAL CONSIDERATIONS: SELECTING THIS OPTION WOULD REQUIRE ANY EXISTING DATA CUTS CONTAINING PARTICIPANT'S INFORMATION TO BE SCRUBBED AND A NEW DATA CUT EXCLUDING THE PARTICIPANT'S INFORMATION TO BE CREATED.]**

XVI. EARLY DISCONTINUATION OF THIS STUDY

Your participation in this study may be ended if you do not follow the directions of this study or if the study site investigator decides that your continued participation in this study might risk your health or this study. Your participation in this study may also end if funding for this study is discontinued or CHDI Foundation, Inc. elects to discontinue this study for any reason.

XVII. CONTACT PERSONS

[DELETE FOR MINIMAL RISK STUDIES WHERE OPTION 2 IN THE "INJURY" SECTION HAS BEEN SELECTED"] For more information concerning this study or if you believe that you have suffered a study-related injury, please contact: [_____] **[INSERT NAME AND PHONE NUMBER OF CONTACT PERSON FOR STUDY INFORMATION *NOTE: THIS PERSON IS USUALLY THE STUDY SITE INVESTIGATOR]**.

If you have questions about your rights as a participant, you may call [_____]. **[INSERT NAME AND PHONE NUMBER OF CONTACT PERSON FOR PARTICIPANT'S RIGHTS]**

XVIII. CONSENT TO PARTICIPATE IN THIS STUDY

I have read (or have had read to me) the contents of this consent form and have been encouraged to ask questions. I have received answers to my questions. I agree to participate in this study. I understand that I will be given a signed copy of this consent form for my records and future reference.

_____ Signature of Participant	_____ Printed Name	_____ Date
_____ Signature of Authorized Representative	_____ Relationship to Participant	
_____ Print Name of Authorized Representative	_____ Date	

For Study Site Staff:

Person Obtaining Consent

I have read this consent form to the participant/authorized representative and/or the participant/authorized representative has read this consent form. An explanation of this study was given and questions from the participant/authorized representative were solicited and answered to the participant/authorized representative's satisfaction. In my judgment, the participant/authorized representative has demonstrated comprehension of the information.

_____	_____	_____
Signature of Person Obtaining Consent	Printed Name and Title	Date

[OPTIONAL WITNESS SIGNATURE BLOCK. THIS SHOULD ONLY BE INCLUDED IF THE STUDY SITE REQUIRES THE CONSENT TO BE SIGNED BY AN IMPARTIAL WITNESS.]

[I confirm that the information in this consent form and any other written information was accurately explained to, and apparently understood by, the participant (or the participant's legally authorized representative). The participant (or the participant's legally authorized representative) freely consented to participate in this study.

_____	_____	_____
Signature of Witness	Printed Name	Date]