



MULTIPLE MYELOMA
Research Foundation

Multiple Myeloma Research Foundation

2020 Research Fellow Award

Program Guidelines



MULTIPLE MYELOMA Research Foundation

MULTIPLE MYELOMA RESEARCH FOUNDATION

2020 RESEARCH FELLOW AWARD

Program Description:

The Multiple Myeloma Research Foundation (MMRF) seeks proposals for the MMRF 2020 Research Fellow Award Program, an initiative supporting researchers at the post-doctorate, medical fellow or junior faculty levels working under the supervision or guidance of a research mentor in the multiple myeloma field. Applications for the MMRF 2020 Research Fellow Award Program are due **Friday, August 28th, 2020**. The goal of this initiative is to engage and support young investigators entering the field of multiple myeloma while advancing the understanding of myeloma disease biology and disease risk, treatment and response and drug resistance. Proposals may request up to \$75,000 for one (1) year.

Key Dates:

- Friday, May 29th, 2020 – Request for Applications issued
- Friday, August 28th, 2020 – Application due date
- December 2020 – Applicant notification

Background:

Multiple myeloma, a plasma cell malignancy, is currently an incurable but treatable disease. In the United States alone, approximately 30,000 new cases will be diagnosed this year and nearly 12,500 people will die from this disease.

The Multiple Myeloma Research Foundation (MMRF) was established in 1998 as a 501(c)(3) non-profit organization by twin sisters Karen Andrews and Kathy Giusti, soon after Kathy's diagnosis with multiple myeloma. The mission of the MMRF is to relentlessly pursue innovative means that accelerate the development of next-generation multiple myeloma treatments to extend the lives of patients and lead to a cure. As the world's number one funder of myeloma research, the MMRF has raised more than **\$500 Million to fund more than 400 research grants at more than 135 research institutions around the globe**. As part of its mission to accelerate a cure for multiple myeloma, the MMRF is committed to distributing

awards throughout 2020 to support its research grant programs.

Significant advances in our understanding of the pathophysiology and molecular biology of multiple myeloma have identified numerous molecular targets for therapeutic intervention. However, even as new therapies expand the available armamentarium of therapeutic options for multiple myeloma, there is an increasing need to understand how to best optimize therapy and the sequence of therapies for each patient. Furthermore, as most patients will relapse on therapy, and will subsequently undergo more aggressive treatments with the likelihood of a reduced duration of response to therapy, there is a continuous need for novel therapies targeting additional mechanisms of disease biology. This requires researchers to further inform our understanding of disease development and progression, response to treatment and mechanism of relapse, and develop the technologies and approaches to better monitor for and intercept these events.

The MMRF is now seeking applications in the following key areas of myeloma research for the 2020 MMRF Research Fellows Awards:

- **Novel therapies and targets:** Drive innovation in myeloma therapy through the identification and/or development of new therapies and their biological rationale, including approaches to targeting key drivers of clonal evolution and genomic modulation and instability (tumor and non-tumor) that are considered non-druggable or poorly druggable.
- **Disease monitoring:** Next generation advances in liquid biopsies; monitoring of high-risk disease, immune competence and responsiveness to immune therapy, and mechanisms of response and resistance to existing therapies in bone marrow and in the periphery.
- **Data solutions:** Analysis of the bone marrow microenvironment in multiple myeloma and the development and application of bioinformatics solutions for integrating complex, high-dimensional global and single-cell data.

Eligibility:

Applications for the MMRF 2020 Research Fellow Award Program are solicited from investigators at academic, not-for-profit, institutions in the United States and abroad. Researchers who hold a Ph.D., M.D. or equivalent degree at the post-doctorate, clinical fellow, or junior faculty level are encouraged to apply. Post-doctorate and medical fellows applying for the award must work under the supervision of a research mentor in the multiple myeloma field. All applicants must have obtained their highest degree within the last 7 years and may not hold a position higher than Assistant Professor. Investigators at the level of assistant professor who are beginning studies in the multiple myeloma field and are applying for this award must have a research sponsor at their institution who is in the multiple myeloma field, and can provide guidance to the applicant in the area of the project proposed.

Process:

All applications are due on **Friday, August 28th, 2020 at 10:00 PM EST** and **must** be submitted via ProposalCENTRAL (<https://proposalCENTRAL.altum.com>). No paper applications will be accepted.

Research Fellow applications are reviewed by an external group of scientists who have the

appropriate area of scientific expertise. Scientific ratings use the current NIH scoring system of 1-9 with 1 demonstrating the highest scientific merit and 9 being the lowest. Each proposal is evaluated by two independent outside reviewers and the scores are averaged together. The reviewers are instructed to weigh research that appears promising with previous accomplishments of the applicant, the probability of meaningful results from the proposed research and likely contributions of the research to the advancement of knowledge of myeloma biology, diagnosis, and treatment. In addition, appropriate support from a research mentor or sponsor must be adequately demonstrated. Furthermore, the goals and objectives of the proposal must be reasonable to be performed in the course of the one-year grant period. All candidates will receive notification of the final outcome of their application by MMRF staff. **Written critiques of an application will not be provided to the applicant.**

Funds Available:

Proposals may request up to \$75,000 total costs, including up to 10% indirect costs, for a one (1) year period.

(a) Permissible Costs.

- (i) Salary for the Principal Investigator that has faculty appointments (i.e. Instructor, Professor, etc.) with the following restrictions:
 - (1) the percent salary (with fringe benefits) cannot exceed the percent effort set forth in the Approved Budget.
 - (2) the salary request (with fringe benefits) cannot exceed forty percent (40%) of the total grant request.

- (ii) Salaries for the Principal Investigator or professional staff that do not have faculty appointments and technical assistants as necessary with the following restriction:
 - (1) the percent salary (with fringe benefits) cannot exceed the percent effort set forth in the Approved Budget.
 - (2) the salary request (with fringe benefits) cannot exceed forty percent (40 %) of the total grant request.

- (iii) Salary of other participants in the Grant Research that have faculty appointments (i.e. Instructor, Professor, etc.).
 - (1) the percent salary (with fringe benefits) cannot exceed the percent effort set forth in the Approved Budget.
 - (2) the salary request (with fringe benefits) cannot exceed forty percent (40%) of the total grant request.

- (iv) Minimal but essential permanent equipment which is directly relevant to the Grant Research.

- (v) Publication costs up to a maximum of one thousand dollars (\$1,000.00).
- (vi) Expendable supplies.
- (vii) Other expenses directly related to the conduct of Grant Research.
- (viii) Travel to attend scientific meetings that are directly related to the Grant Research. Such travel arrangements shall be subject to the prior written approval of the MMRF and shall not exceed one thousand dollars (\$1,000.00).
- (ix) Indirect operating costs incurred by the Sponsoring Institution during the Grant Term in an amount not to exceed ten percent (10%) of the total costs.
- (x) Notwithstanding the foregoing, in no event shall the base salary exceed the annual Federal capitation imposed by the National Institutes of Health.

(b) Impermissible Costs.

- (i) Construction, alteration, maintenance or rental of buildings or building space.
- (ii) Computer equipment, office equipment and furniture.
- (iii) Dues for membership in scientific societies.
- (iv) Office supplies including, but not limited to, mail/postage costs, copying costs, telephone, fax, modem, DSL or other similar line costs.
- (v) Tuition, books and journals.
- (vi) Significant Equipment costs.
- (vii) Any other costs not specifically permitted by Section 4(a).

The funds awarded shall be used solely for the purposes specified in the application submitted to the MMRF as executed by the Principal Investigator, collaborating staff and institution in compliance with the budget annexed to the application.

Application Information:

Applications should be submitted through the [proposalCENTRAL Application System](https://proposalCENTRAL.altum.com) available at <https://proposalCENTRAL.altum.com>. The specific instructions for this application are provided below and will be available on this site

For scientific and administrative inquiries contact:

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MULTIPLE MYELOMA Research Foundation

Multiple Myeloma Research Foundation 2020 Research Fellow Award Program Application Instructions

A. General Requirements

- a. **Relevance:** Proposed preclinical research in multiple myeloma, which is intended to develop innovative approaches to treatment and further the understanding of myeloma biology and the development of innovative therapies.
- b. **Required Format:** Applications must be in English using single-spaced text, half-inch margins, using either Arial or Times New Roman 11 or 12 pt font. Page limitations must be observed for each section as described below.
- c. **Good Standing:** Applications will only be accepted from research investigators who are currently in good standing with the MMRF. An applicant will automatically be considered to be in good standing unless he or she has failed to provide progress reports on prior MMRF-funded grants.

Note: Sections B – E should be completed in the template titled “Prerequisite Information” which is provided as a downloadable file to applicants on proposalCENTRAL (available at <https://proposalCENTRAL.altum.com>). Download the template; complete each section, save the document and upload as a single PDF file.

B. Abstract

This Section should contain the following:

- 1) A General Audience abstract: briefly describe your proposed project in 100 words or less using non-technical language (i.e. at a level so an eighth grader would understand)
- 2) A Technical abstract: briefly describe your proposed project in 100 words or less using technical language.

C. Biographical Sketch

This Section should contain the biographical sketches of the Principal Investigator and all key personnel. This includes any personnel who are referenced in the budget. Do not exceed two pages per biographical sketch.

D. Budget

Please provide a detailed budget and budget justification fully outlining specific needs for professional and technical staff and itemized supplies by category. Please see the definition of permissible and impermissible charges in the above section on *Funds Available*.

All budget items should be explained under *Budget Justification*.

E. Other Research Support

Other support is defined as any specific funds or resources, whether governmental, non-governmental or institutional, available to the Principal Investigator (and other key personnel named in the application) in direct support of their research endeavors. This should include active support and pending support.

Information regarding active or pending sources of support available to the Principal Investigator (and other key personnel named in the application), whether related to this application or not, is an important part of the review and award process and must be included.

Note: Sections F - G should be completed in the template titled "Application Template" which is provided as a downloadable file to applicants on proposalCENTRAL. Download the template; complete each section, save the document and upload as a single PDF file.

F. Project Description

Limited to **5 pages, excluding** supporting materials such as references, figures, and tables (*see Section G regarding submission of supporting materials*). The project description should be presented in the following sequence:

- a) Specific Aims (approximately 0.5 pages)
- b) Scientific Background and Clinical Significance of Proposed Studies (approximately 1.0 pages)
- c) Previous Work/Preliminary Data (approximately 1.5 pages)
- d) Methods, Model Systems and Assays Proposed (approximately 1.0 pages)
- e) Plans for Clinical Application of the Data, if applicable (approximately 0.5 pages)
- f) Resources and Environment including support from research mentor/sponsor (approximately 0.5 page)

Clinical research protocols, if part of the application, should be submitted as Appendix material. Include IRB/Ethical Committee approval/compliance number, or indicate pending and an anticipated approval date.

G. Supporting Materials (References, Figures and Tables)

Referenced publications in the Project Description, Figures, and Tables should be submitted but do not count against the five (5) page limit in Section F of the Project Description.

Note: There is no template provided for Sections H – K. These documents need to be uploaded as separate PDF files. Please see each section for any specific instructions or notes.

H. Letter of Support

As this award is for junior level investigators including post-doctorate/clinical fellows and junior faculty members beginning their career in myeloma research, each application must have a letter from a senior faculty member stating that they are willing and able to commit to mentor and/or sponsor the applicant on an as needed basis.

I. Laboratory Animals Statement

For projects which involve laboratory animals, the Institutional Animal Care and Use Committee (IACUC) Approval Date and Animal Welfare Assurance number must be given. Non US applicants should submit approval documentation from the Animal Ethics Committee.

Note: If the applicant has documentation to submit (in addition to what is described above) then this documentation needs to upload as a PDF file.

J. Biohazards Statement

An institutional statement and assurances regarding potential biohazards and safeguards must be included. This may not be applicable to applicants from countries outside the US.

Note: The Department of Environmental Health and Safety (or equivalent office) at most institutes and universities can provide the applicant with a letter stating that the laboratory and/or the applicant is in compliance with applicable laws. This is the document that should be submitted.

K. Relevant Publications

A set of the applicant's publication reprints which are relevant to the proposed project can be included. Please be aware that any password protection feature **must** be removed. Many articles when downloaded from journal sites contain password protection to prevent modifications of the document. Please note if the password protection is not removed, reviewers will have difficulty in downloading your application. **Limit:** Applicants will be limited to five (5) publication reprints. Applications with more than five (5) publications will not be accepted. Submitting numerous large files adds to the download time of your application and can add time delays to the submission site.

Note: Applicants can either include all publications in one document as a Publication Appendix or submit each publication as a separate Appendix. Include in the name of the document(s) or Appendix(s) the following: 1) Applicant's last name and 2) description of the document or appendix. For example: Smith Publication Appendix. PDF (one document with all publications) or Smith Paper on Mouse Model X. PDF and Smith Paper on Myeloma Drug Y. PDF, etc.

L. Signatures: The signature page is provided as a printable document and is the last step before submitting the application. Applicants should print the signature page, sign (applicant) then have appropriate institutional representatives sign the document such as the Institute Signing Official and Finance Officials. *Please check with your institute's Office of Sponsored Programs to ensure you are obtaining the appropriate signatures.* Once signed, the document needs to be scanned, converted to a PDF and uploaded with the grant application. *Note: This signature page needs to upload as a PDF file. See Section M: Complete and Submit the Application for instructions.*

M. Complete and Submit the Application:

Applicants and institutes' grants and contracts offices need to register with proposalCENTRAL (<https://proposalCENTRAL.altum.com>). Applicants must submit a complete application using this portal. **Paper applications will not be accepted.**

Applications must be submitted via proposalCENTRAL by 10:00 PM EST on August 28th, 2020

APPLICATIONS RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED.

N. Publicity, Exhibits and Publication.

Announcement and MMRF Publication of Award. The Sponsoring Institution and Principal Investigator will cooperate with MMRF in announcing the award of the Grant Funds. Such cooperation shall include submission of an abstract of the research to be conducted with the Grant Funds that the parties agree can be publicly disclosed at the time the award is announced.

- (a) MMRF shall not (a) issue a press release or make any other public statement that references this Agreement or discloses the research results, or (b) use the names, logos or trademarks (or derivatives thereof) of The Sponsoring Institution, or its staff and sub-contractors, for publicity or advertising purposes, except with the prior written consent of the Sponsoring Institution, which shall not be unreasonably withheld, conditioned, or delayed.. However, MMRF is hereby granted the right to publicly announce that it has provided Sponsoring Institution, Principal Investigator, Subsites, and Subsite investigator an Immunotherapy Network Grant and the amount of the grant. MMRF shall provide all such materials to the Sponsoring Institution for review at least two (2) weeks in advance of expected release and the Sponsoring Institution shall use reasonable efforts to respond in writing within two (2) weeks. All requests for the Sponsoring Institution's approval shall be directed to the Sponsoring Institution's Office of Communications. The Sponsoring Institution shall not use the names, logos or trademarks of MMRF, or its staff or sub-contractors, for publicity or advertising purposes, except with the prior consent of MMRF.
- (b) **Program Marketing.** The Sponsoring Institution and Principal Investigator hereby agree, as a condition to receiving these Grant Funds, to participate in publicity activities, including, but not limited to, being interviewed for MMRF newsletters, press releases, and video as requested by the MMRF as well as acknowledge the grant award in Sponsoring Institution's donor marketing materials.
- (c) **Prior Notification of Promotion, Presentation or Exhibition.** The Sponsoring Institution and Principal Investigator shall give MMRF written notice at least thirty (30) days prior to any publication, exhibition or presentation relating to Grant Information (which notification shall include a copy of the materials intended for release, as well as the details of the information to be disclosed and the time, place and manner of such disclosure).
- (d) **Right to Publish.** The Sponsoring Institution and the Principal Investigator shall have the right to publish, present or otherwise disclose Grant Information, subject to Section 16 hereof and the following:
 - (i) *MMRF Review for Possible Patentable Subject Matter.* The Principal Investigator will provide MMRF written notice at least thirty (30) days prior to any advertising, promotion, publication, exhibition or presentation relating to Grant Information as well as advance copies of any Grant Information submitted for publication, exhibit or

presentation during the Grant Term (which notification shall include the details of the information to be disclosed and the time, place and manner of such disclosure).

Notwithstanding anything to the contrary contained in this subsection, MMRF may delay, up to an additional sixty (60) days, the Principal Investigator from publishing, exhibiting or presenting Grant Information if it determines in its sole discretion that there is patentable subject matter present.

- (ii) *Credits.* All published works (including on-line publications), exhibitions, presentations or other disclosures of Grant Information or summaries thereof by Sponsoring Institution or Principal Investigator must display the designation, "Supported by a Research Grant from the Multiple Myeloma Research Foundation (MMRF)."
- (iii) *Penalty.* Failure to comply with subsection (i) or (ii) of this paragraph (c) shall obligate Sponsoring Institution and Principal Investigator to return ten percent (10%) of the Grant Funds to MMRF within ten (10) days after demand therefor by MMRF.
- (e) **MMRF Publication of Results.** MMRF shall have the right to include published Grant Information results on its website or in other MMRF materials. The Principal Investigator (or other research personnel designated by the Sponsoring Institution) shall have the right to review MMRF's proposed website content solely for scientific accuracy and shall furnish any comments to MMRF in writing within ten (10) business days of his/her receipt of such proposed web content.
- (f) **CureCloud.** MMRF shall have the right to include experimentals, data, and results of the Grant Research in the CureCloud. Sponsoring Institution and Principal Investigator shall provide experimentals, data, and results of the Grant Research to MMRF in a mutually-agreeable digital format for incorporation into CureCloud along with the Interim Progress Report and the Final Report. MMRF may incorporate into CureCloud experimentals, data, and results of the Grant Research received with the Interim Progress Report and/or the Final Report at the earlier of twelve (12) months from receipt, or upon publication of the Grant Research by Sponsoring Institution or Principal Investigator. Sponsoring Institution and Principal Investigator agree that once MMRF has incorporated such experimentals, data, and results into the CureCloud, MMRF will have the unrestricted right to use, distribute, share, and publish the experimentals, data, and results.

EXHIBIT A

Patent, Intellectual Property and Technology Transfer Policy of the Multiple Myeloma Research Foundation, Inc.

The primary purpose of The Multiple Myeloma Research Foundation, Inc. ("MMRF") in funding scientifically meritorious research is to advance its mission to eradicate multiple myeloma as a life-threatening disease. MMRF recognizes, however, that Inventions having public health, scientific, business or commercial application or value may be made in the course of research supported by MMRF. It is the desire of MMRF that such Inventions be administered so that they are brought into public use at the earliest possible time. MMRF recognizes that this may be best accomplished through patenting, copyrighting and/or licensing of such Inventions.

This Exhibit D is made part of the Grant Agreement. Unless otherwise indicated in this Exhibit, all capitalized terms shall have the meanings provided in the Grant Agreement.

1. Disclosure and assignment of Invention by the Principal Investigator; Report to MMRF.

a. **Disclosure and Assignment of Invention by Principal Investigator.** The Sponsoring Institution shall require the Principal Investigator and all other persons engaged in the Grant Research to promptly:

- 1) disclose all Inventions to the Office of Technology (or the equivalent) of the Sponsoring Institution;
- 2) assign to the Sponsoring Institution all of their right, title and interest in and to all Inventions which are conceived, discovered or conceived or reduced to practice by such person during the course of the Grant Research at the Sponsoring Institution;
- 3) require all such persons to cooperate fully with the Sponsoring Institution in pursuing legal protection for any Inventions or improvements thereto, including but not limited to providing assistance in filing and presenting any patent applications for or copyrights on such Inventions or improvements.

b. **Reporting to MMRF.** All Inventions shall be reported to MMRF in writing within three (3) months after their disclosure to the Sponsoring Institution.

2. Sponsoring Institution's Duty to Decide on Protection of Invention and Notify MMRF.

Sponsoring Institution shall determine whether it will seek patent or other statutory protection for each Invention promptly after such Invention is disclosed to the Sponsoring Institution, and it shall promptly notify MMRF of its decision. Upon MMRF's request, Sponsoring Institution shall notify MMRF when documentation relating to the filing or assertion of rights have published and are publicly available.

3. Licensing of Invention by Sponsoring Institution.

a. **Notice to MMRF of Possible Revenue-Generating Agreement.** If the Sponsoring Institution contemplates entering into a license, assignment or other revenue-generating agreement relating to the Invention, the Sponsoring Institution shall give MMRF notice thereof prior to execution. If any such agreement relates to MMRF or subjects MMRF to potential liabilities or responsibilities, MMRF shall have the right to approve such related sections in the agreement prior to execution.

- b. **Requirements for Such Agreement.** Any agreements referred to in Section 3a of this Exhibit D relating to Inventions shall be entered into by the Sponsoring Institution and/or the Principal Investigator on an arm's-length basis with the licensee, assignee or transferee as the case may be.

4. **Sponsoring Institution's Established Intellectual Property Policy.** If the Sponsoring Institution has an established and applicable patent, intellectual property or technology transfer policy and procedure for administering Inventions, MMRF will defer to that policy so long as the Sponsoring Institution adheres to the following terms.

- a. **License for Research.** MMRF shall be granted, to the extent that the license does not conflict with Sponsoring Institutions prior obligations to third parties, or with Sponsoring Institution's obligations under 35 U.S.C. § 200 et. seq. or 37 C.F.R. § 401, an irrevocable non-exclusive perpetual worldwide royalty-free license (with or without the right to sublicense) to practice the Invention for non-commercial research purposes.
- b. **Participation in Income.** MMRF shall have the right to participate in the income derived from any Invention, unless MMRF explicitly waives such right in writing, and the parties hereby agree that no provision of Exhibit D shall constitute such a waiver. This right to participate shall include the sharing of licensing fees and royalties and any other consideration derived from an Invention by Sponsoring Institution and/or Principal Investigator, which shall be calculated as Ten percent (10%) of Net Revenue derived from an Invention by Sponsoring Institution and/or Principal Investigator. Net Revenue shall mean Gross Revenue less unreimbursed patent prosecution expenses and licensing expenses associated with a particular license agreement. Gross Revenues shall mean all income received by the Sponsoring Institution under a license agreement. Excluded from income shall be maintenance fees received under the license agreement.

MMRF's participation in income hereunder shall be paid on a calendar yearly basis and shall be accompanied by copies of all invoices sent by Sponsoring Institution to its licensees, assignees and/or transferees as the case may be. MMRF shall have the right to audit Sponsoring Institution's books with advance written notice and records no more frequently than one time per year to verify the payments hereunder, with the understanding that access to such information shall be limited by any obligations of confidentiality that the Sponsoring Institution has to its licensees, assignees or transferees.

5. **Abandonment of Intellectual Property by the Sponsoring Institution.** No patent or patent application, copyright or other intellectual property protection in any Invention shall be abandoned without:

- a. **MMRF Notice.** Prior notification to MMRF (such notification not to be less than thirty (30) days before the expiration of the response period required by the applicable patent office); and

6. **MMRF Exclusive License.** Giving MMRF the opportunity for an exclusive world-wide, perpetual, royalty-free sublicenseable license to the Invention (with respect to the applicable geographic territory) subject to and to the extent not inconsistent with the Sponsoring Institution's obligations to the United States federal government or applicable foreign government or another funder, collaborator, Invention owner, licensee, or optionee; Sponsoring Institution shall give MMRF written notice of any such obligations concurrently with the aforesaid notification.

7. **Commercialization to Accelerate the Benefit to the Public.**

- a. **Public Benefit: If no Commercialization in Two Years.** Sponsoring Institution shall use reasonable efforts to commercialize an Invention within two (2) years from the date that a

patent covering the Invention is issued. If, at the conclusion of the two (2) years period, Sponsoring Institution has not executed or is not in active negotiations for an exclusive license to a third party for such patent, then MMRF has the option to extend the two (2) years period in increments of six (6) months to a maximum of five (5) years. Then, subject to third-party rights to the applicable Invention, MMRF shall have the right (but not the obligation), upon written notice to the Sponsoring Institution, to require Sponsoring Institution to negotiate with MMRF in good faith for the grant of an exclusive license to MMRF to all right, title and interest in and to the Invention, including, without limitation, all patents, patent applications and other intellectual property rights.

b. **Public Benefit: Reporting to MMRF.** MMRF shall have the right to request a report, but not more frequently than once per year, from the Sponsoring Institution as to the status of an Invention under subsection 6(a) of this Exhibit D. Sponsoring Institution agrees to transmit to MMRF such report no later than fifteen (15) business days after receipt of MMRF's written request.

a. **Government Sponsor.**

1) **Deferral to Governmental Policy.** If an Invention is made with the joint support of the MMRF and an agency or department of the United States government, MMRF shall defer to the patent, intellectual property or technology transfer policy of that agency or department upon receipt of a written statement by Institution of the appropriate agency or department.

2) **Sponsoring Institution Does Not Elect Title; Notice to MMRF.** Notwithstanding the foregoing, if the Sponsoring Institution decides not to elect title to an Invention that is subject to the rights of the United States government, Sponsoring Institution will so notify MMRF and if MMRF wishes to file for patent protection or pursue commercialization of such Invention at its own expense, the Sponsoring Institution agrees to elect title and upon such election, shall grant a license, under terms to be negotiated in good faith, to the subject Invention to MMRF on an irrevocable basis for research and commercial purposes, with rights to sublicense the Invention, which license shall be exclusive except with respect to the rights of the United States government and Sponsoring Institution's retained rights.

b. **Related Materials.** To the extent it is legally able, the Sponsoring Institution shall grant a non-exclusive license, under terms to be negotiated in good faith, in the Related Materials to MMRF to the extent necessary for such commercialization, where the MMRF commercializes an Invention pursuant to Sections 5 or 6 of this Exhibit D.

8. **Notice of Alleged Infringement of Invention.**

a. Each party shall give the other party written notice of any alleged infringement(s) of any Invention, and shall keep the other party reasonably apprised of all developments related to such legal action(s).

b. Where a party has actual knowledge of any infringement(s) or alleged infringement(s) of any third party intellectual property that will prevent the performance of the Grant Research or require substantial modifications to the Grant Research, the party with the actual knowledge shall give the other party written notice of such alleged infringement(s) within thirty (30) days of learning of such alleged infringement.

9. **Sponsoring Institution with No Established Intellectual Property Policy.** If the Sponsoring Institution has no established and applicable patent, intellectual property or technology transfer policy and procedure for administering inventions, MMRF shall have the sole right to determine the disposition of the Invention rights. In such cases, MMRF may, in its sole discretion, elect to do one or more of the following:
- a. Have a patent and/or copyright application filed, and decide to whom it shall be assigned. In such case, the Sponsoring Institution and Principal Investigator shall execute all documents necessary to assist in the filings and the assignment.
 - b. Release the Invention to the Principal Investigator or Principal Investigator's designee.
 - c. Submit the Invention to a qualified organization for administration and licensing.
 - d. Determine by negotiation the fair share of royalty income to be paid to the Principal Investigator, the Sponsoring Institution, MMRF and any other parties who contributed funds that supported the Invention.
 - e. License or make other arrangements for the application and use of the Invention on an exclusive or non-exclusive, royalty-free basis as seems reasonable in the circumstances.
10. **Licenses.** Licenses elected, negotiated, and that are to be granted under this Agreement to MMRF or a license granted to a New Institution may be subject to third-party rights and shall be effective as of the date the relevant parties sign a separate license agreement, which will contain indemnity, insurance, revenue sharing, and no-warranty provisions, in addition to other customary terms and conditions that are based on standards current in the industry. MMRF and Sponsoring Institution agree that all such licenses will be subject to all applicable laws and regulations.
- a. **Requirements for Such Agreement.** Any agreements referred to in Section 3a of this Exhibit A relating to Inventions shall be entered into by the Sponsoring Institution and/or the Principal Investigator on an arm's-length basis with the licensee, assignee or transferee as the case may be.
11. **Sponsoring Institution's Established Intellectual Property Policy.** If the Sponsoring Institution has an established and applicable patent, intellectual property or technology transfer policy and procedure for administering Inventions, MMRF will defer to that policy so long as the Sponsoring Institution adheres to the following terms.
- a. **License for Research.** MMRF shall be granted, to the extent that the license does not conflict with Sponsoring Institutions prior obligations to third parties, or with Sponsoring Institution's obligations under 35 U.S.C. § 200 et. seq. or 37 C.F.R. § 401, an irrevocable non-exclusive perpetual worldwide royalty-free license (with or without the right to sublicense) to practice the Invention for non-commercial research purposes.
 - b. **Participation in Income.** MMRF shall have the right to participate in the income derived from any Invention, unless MMRF explicitly waives such right in writing, and the parties hereby agree that no provision of Exhibit A shall constitute such a waiver. This right to participate shall include the sharing of licensing fees and royalties and any other consideration derived from an Invention by Sponsoring Institution and/or Principal Investigator, which shall be calculated as Ten percent (10%) of Net Revenue derived from an Invention by Sponsoring Institution and/or Principal Investigator. Net Revenue shall mean Gross Revenue less unreimbursed patent prosecution expenses and licensing expenses

associated with a particular license agreement. Gross Revenues shall mean all income received by the Sponsoring Institution under a license agreement. Excluded from income shall be maintenance fees received under the license agreement.

MMRF's participation in income hereunder shall be paid on a calendar yearly basis and shall be accompanied by copies of all invoices sent by Sponsoring Institution to its licensees, assignees and/or transferees as the case may be. MMRF shall have the right to audit Sponsoring Institution's books with advance written notice and records no more frequently than one time per year to verify the payments hereunder, with the understanding that access to such information shall be limited by any obligations of confidentiality that the Sponsoring Institution has to its licensees, assignees or transferees.