



GRANT AGREEMENT

This Grant Agreement is entered into on this ___ day of June, 2012 (the “Effective Date”), by and between the Massachusetts Life Sciences Center (MLSC), a quasi-public agency of the Commonwealth established pursuant to Chapter 23I of the Massachusetts General Laws, and _____, a _____ corporation, having its principal office and place of business at _____ (Grantee). This Grant Agreement incorporates by reference the General Terms and Conditions attached hereto as Exhibit A (the General Terms and Conditions), the Small Business Matching Grant Application attached hereto as Exhibit B (Grant Application), the Payment Requests (defined in Section 9.) template attached hereto as Exhibit C, and the Documentation of Use of Grant Proceeds and Draw Against Advance Payment template attached hereto as Exhibit D (collectively, this Grant Agreement, the General Terms and Conditions, the Grant Application, the Payment Requests, and the Documentation of Use of Grant Proceeds and Draw Against Advanced Payment are referred to herein as the Agreement). Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the General Term and Conditions.

WHEREAS, the MLSC is offering financial assistance in the form of grants to early stage life sciences companies that will grow employment opportunities, promote manufacturing and commercialization, and stimulate innovation across the Commonwealth;

WHEREAS, pursuant to Section 2B of Chapter 130 of the Acts of 2008, entitled “An Act Providing for the Investment in and Expansion of the Life Sciences Industry in the Commonwealth,” not less than ten million dollars (\$10,000,000) shall be deposited in the Massachusetts Small Business Matching Grant Fund established in section 9 of Chapter 23I of the Massachusetts General Laws (Life Sciences Statute);

WHEREAS, on December 28, 2012, the MLSC Board of Directors approved the use of three million dollars (\$3,000,000) in FY12 capital dollars to launch the FY 12 Small Business Matching Grant Program (SBMG), the primary objective of which is to provide grants of up to \$500,000 per company to commercialization-ready life sciences companies that have received at least the equivalent of a Phase II small business innovation research (SBIR) or small business technology transfer (STTR) grant(s) from federal agencies such as the National Institutes of Health, the National Science Foundation, or the Department of Defense;

WHEREAS, Grantee has submitted an application for funding, which Grant Application is attached hereto as Exhibit B; and

WHEREAS, on May 23, 2012, subject to compliance with all applicable laws and negotiation of terms and conditions mutually agreeable to MLSC and Grantee including, without

limitation, timing and manner of Grant disbursements, MLSC's Board of Directors approved the grant of five hundred thousand dollars (\$500,000) to Grantee (Grant);

NOW THEREFORE, pursuant to the terms and conditions of this Agreement and subject to compliance with all applicable laws, MLSC and Grantee agree as follows:

1. Use of Grant Proceeds; Grant Managers; Definitions.

a. Use of Grant Proceeds. The Grantee shall use the Grant proceeds to fund working capital requirements, the purchase of capital assets, and business activities related to commercialization and research and development, including, without limitation, clinical trials and development of product prototypes and manufacturing provided, however, that substantially all of Grantee's product development, commercialization and production activities are required to be performed in Massachusetts. The foregoing provision shall be applicable during the Term (as defined in Section 3) of this Agreement. The Grant proceeds may be used: (i) first to reimburse for costs incurred by Grantee between July 1, 2011 and June 30, 2012, provided that such costs have not already been reimbursed pursuant to the Grantee's SBIR/STTR grant(s) or from any other parties; and/or (ii) second, for costs to be incurred prior to June 30, 2012.

b. Restriction on Use. Grantee hereby covenants and agrees, on behalf of itself, its successors and its assigns, that it shall use all of the Grant proceeds solely for working capital and/or the purchase of capital assets in Life Sciences (as defined in Chapter 23I of the Massachusetts General Laws, as amended). Grantee hereby covenants and agrees that none of the Grant proceeds shall be used for: (i) severance pay; (ii) to invest in stocks, bonds, interest-bearing accounts, or any other financial instruments; or (iii) to pay for goods or services with a related party. For purposes of this agreement, a Related Party means any person or entity directly or indirectly Controlling, Controlled by or under Common Control with the Grantee. As used herein, "Control" (including the correlative meanings of the terms "Controlling", "Controlled by" and "under Common Control with"), as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person or entity whether through ownership of voting securities, by contract or otherwise.

c. Grant Managers. Both MLSC and Grantee shall designate a respective Grant Manager, whose responsibilities will include supporting effective communication between MLSC and Grantee.

d. Definitions. For purposes of the Agreement, the following definitions shall apply:

(i) "Key Technology" shall mean the intellectual property, including but not limited to, patents, trademarks, copyrights, trade secrets and know-how and improvements thereto owned or licensed by Recipient which are the assets under development as described in

Grantee's Supplemental Information Form (the "SIF"), a copy of which is attached as Exhibit E hereto.

(ii) "Qualified Sale" shall mean and refer to (A) the closing of the sale, transfer or other disposition of all or substantially all of Grantee's assets; (B) the consummation of the merger or consolidation of Grantee with or into another entity (except a merger or consolidation in which the holders of capital stock of Grantee immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of Grantee or the surviving or acquiring entity), or (C) the closing of the transfer (whether by merger, consolidating or otherwise, but excluding a sale by the Grantee of shares of Grantee's capital stock or other equity interests in a financing transaction solely with venture investors, angel investors, and/or individual investors), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of Grantee's securities), of Grantee's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of Grantee (or the surviving or acquiring entity) where, in the events described in clause (B) or (C), the acquiring or successor entity does not assume and fulfill the obligations of Grantee under the Agreement (whether by contract, by operation of law or otherwise).

2. Representations, Warranties and Covenants. Grantee hereby represents and warrants that:

a. Organization, Good Standing and Qualification. Grantee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite organizational power and authority to carry on its business as now conducted and as proposed to be conducted. Grantee is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

b. Authorization. All corporate or organizational action on the part of Grantee, its trustees, officers, directors and stockholders, as the case may be, necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations of Grantee hereunder has been taken, and this Agreement constitutes a valid and legally binding obligation of Grantee, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive

relief, or other equitable remedies. The person executing this Agreement on behalf of Grantee has authority and power to sign on behalf of Grantee and to bind Grantee to the obligations undertaken herein.

c. Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of Grantee is required in connection with the consummation of the transactions contemplated by this Agreement.

d. Litigation. There is no action, suit, proceeding or investigation pending or, to Grantee's knowledge, currently threatened against Grantee that questions the validity of this Agreement, or the right of Grantee to enter into such agreement, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition or affairs of Grantee, financially or otherwise, nor is Grantee aware that there is any basis for the foregoing. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened (or any basis therefor known to Grantee) involving the prior employment of any of Grantee's employees, their use in connection with Grantee's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. Grantee is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by Grantee currently pending or that Grantee intends to initiate.

e. Compliance with Other Instruments. Grantee is not in violation or default of any provision of its articles of incorporation, organizational documents, charter or bylaws, or of any instrument, judgment, order, writ, decree or contract to which it (or any subsidiary) is a party or by which it (or any subsidiary) is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to Grantee. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby will not result in any such violation or default or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event that results in the creation of any lien, charge or encumbrance upon any assets of Grantee or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization, or approval applicable to Grantee, its business or operations or any of its assets or properties.

f. Permits. Grantee has all franchises, permits, licenses, and any similar authority necessary for the conduct of its business or operations as now being conducted by it, the lack of which could materially and adversely affect the business, properties or financial condition of Grantee. Grantee is not in default in any material respect under any of such franchises, permits, licenses, or other similar authority.

g. Environmental and Safety Laws. Grantee is not in violation of any applicable statute, law or regulation relating to the environment, occupational health and safety, or protection from and prevention of terrorism and crime, and to its knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation. Grantee will not knowingly violate any statute, law or regulation relating to the environment, occupational health and safety, or protection from and prevention of terrorism and crime in the course of the Grant.

h. Disclosure. All of the representations, warranties and certifications of Grantee furnished to MLSC in connection with this Agreement, including those set forth in the General Terms and Conditions, the Grant Application, and the Payment Requests are true and correct in all material respects. To Grantee's knowledge, no document, certificate or statement made or delivered in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading. A breach by Grantee of the foregoing is grounds for termination by MLSC for default under Section 12 of this Agreement.

i. Title to Property and Assets. Grantee owns its property (including the Assets) free and clear of all mortgages, liens, loans and encumbrances, except such encumbrances and liens that arise in the ordinary course of business and do not materially impair Grantee's ownership or use of such property. With respect to the property it leases, Grantee is in compliance with such leases and, to the knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances.

j. Insurance. Grantee has in full force and effect fire and casualty insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) set forth in Section 10 of this Agreement to allow it to replace any of its properties that might be damaged or destroyed.

k. Bankruptcy. As of the date hereof, Grantee: (i) does not intend to file a voluntary petition for relief pursuant to 11 U.S.C. §§ 101 et seq. – Title 11 of the United States Code (Bankruptcy Code); (ii) does not have any knowledge of any circumstance that may result in the filing of a voluntary petition for relief pursuant to the Bankruptcy Code; and (iii) does not have any notice of any creditor's intention to file an involuntary petition for relief pursuant to the Bankruptcy Code.

l. Labor Matters.

i. Grantee affirms that it shall use its best efforts to (A) provide its employees with the minimum hourly wage rates as determined pursuant to the Massachusetts Division of Occupational Safety's Prevailing Wage Program (the "Prevailing Wages") and (B) contract only with contractors and subcontractors that, to Grantee's knowledge, provide their respective employees with Prevailing Wages.

ii. Grantee affirms that it will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with

applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

iii. Grantee affirms that it will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

iv. Within the five (5) years immediately preceding the Effective Date, neither Grantee nor any of its officers, directors, employees, agents, or subcontractors of which Grantee has knowledge, has been the subject of:

(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;

(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract, including pending actions, for lack of responsibility, denial or revocation of prequalification or voluntary exclusion agreement;

(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation; or

(d) any citation or other violation deemed "serious or willful" by the Occupational Safety and Health Administration.

m. Proprietary Rights; Employee Restrictions.

i. Grantee has disclosed on the SIF the Key Technology and all copyrights, copyright registrations and copyright applications, trademark registrations and applications for registration, patents and patent applications, trade secrets and know-how (collectively, "Intellectual Property Rights") used or useful in Grantee's business as presently conducted or contemplated and all licenses, assignments and releases of Intellectual Property Rights of others in material works embodied in its products. All Intellectual Property Rights generated by any employee, officer or consultant in the course of their performance for Grantee have been assigned to Grantee. Except as would not, individually or in the aggregate, have a material adverse effect, to the knowledge of Grantee, all patents disclosed on the SIF are valid and enforceable, in whole or in part. To the knowledge of Grantee, neither the present nor currently contemplated business activities nor products of Grantee infringe any Intellectual

Property Rights of others, except where any such infringement would not have a material adverse effect. Grantee has not received any notice or other claim from any person asserting that any of Grantee's present or contemplated activities infringe or may infringe any Intellectual Property Rights or such person. Grantee has taken all reasonable measures to protect and preserve the security, confidentiality and value of its Intellectual Property Rights, including its trade secrets and other confidential information, except where the failure to take such measures would not have a material adverse effect. For the purposes of all but the first sentence of this Section 2.m., Intellectual Property Rights also includes any and all licenses, databases, computer programs and other computer software user interfaces, know-how, trade secrets, trademarks, service marks, trade names, customer lists, proprietary technology, processes and formulae, source code, object code, algorithms, architecture, structure, inventions, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing.

ii. All employees of Grantee have entered into non-disclosure and assignment of invention agreements for the benefit of Grantee and key employees of Grantee have also entered into noncompetition agreements providing that they will not compete with Grantee for at least 12 months from the date of termination of their employment. For this Section 2.m.ii only, key employees include those employees designated as such in Grantee's application attached hereto as Exhibit B.

n. Minimum Business Operations.

i. In the event that Grantee elects to sell the Key Technology in a manner inconsistent with maintaining or growing business operations in Massachusetts and thereby in a manner inconsistent with Section 1.a. hereof or otherwise Disposes (as defined below) of Key Technology (a "Move"), Grantee shall provide MLSC with notice thirty (30) days prior to the Move and within twenty (20) days of MLSC's receipt of said notice, Grantee shall pay to MLSC, by check or wire transfer, an amount equal to the Depreciated Grant Value (defined herein) in effect as of the date of the Move. The Depreciated Grant Value shall mean and refer to an amount equal to one thirty sixths (1/36th) times the amount of the Grant times the number of full months remaining prior to the third anniversary of the Effective Date.

ii. For purposes of this Section, the term "Dispose" shall mean

(a) a significant reduction in Grantee business operations in the Commonwealth, such that greater than a majority (over 50%) of business activities as disclosed in the Grantee's SIF cease to occur within the geographical boundaries of the Commonwealth of Massachusetts; or

(b) a change in product development and commercialization scope such that the Grantee's activities and Key Technology are no longer materially related to Life Sciences or contribute to Life Sciences in a material fashion; or

(c) a Qualified Sale as defined in Section 1.d.(ii).

3. Term and Termination.

a. The term of this Agreement shall commence as of the date hereof and shall terminate on the third anniversary of the Effective Date, unless terminated in accordance with the terms hereof.

b. MLSC may, by written notice to Grantee, which notice shall include a statement of the reason(s) for such termination, terminate this Agreement for breach by Grantee or as expressly provided in this Agreement.

c. Grantee hereby agrees that it shall have no rights against MLSC in the event of MLSC's exercise of its termination rights under this Agreement pursuant to the terms of this Agreement and Grantee hereby waives any claims or other causes of action arising from any such termination in consideration of the agreements herein contained. Grantee hereby also agrees that Grantee's obligations to MLSC in connection with any portions of the Grant that may already have been paid by MLSC to Grantee shall remain unaffected due to MLSC's termination of this Agreement.

4. Grant Managers.

a. Both MLSC and Grantee have designated the following persons to serve as Grant Managers to support effective communication between MLSC and Grantee.

MLSC Grant Manager: Brad Rosenblum, Chief Financial Officer,
brosenblum@masslifesciences.com, (781) 373-7777.

Grantee Grant Manager:

b. Grantee will endeavor to maintain the continuity of its Grant Manager.

5. Deliverables.

a. Quarterly Progress Reports. Within thirty (30) calendar days of the conclusion of each of Grantee's quarters (beginning with the second quarter of 2011) and for two years from the Effective Date of this Agreement (ending with the second quarter of 2013), Grantee shall provide MLSC with a written report (each such report, a Quarterly Progress Report) which for each such quarter:

i. highlights Grantee activities and progress toward commercialization and the leveraging of additional sources of capital to bring

Grantee's products, technology, and/or intellectual property to market;

ii. provides an unaudited income statement, statement of cash flows, and an unaudited balance sheet as of the end of such quarter. Grantee shall retain all invoices and other supporting documentation to permit MLSC to audit all costs claimed under this Agreement in accordance with the provisions of Section 11 of the General Terms and Conditions set forth in Exhibit A hereto; and

iii. provides the number of actual full-time equivalent employees, over 35 hours per week, company-wide and by facility as of the date of such Quarterly Progress Report.

b. Annual Reports. Within one hundred fifty (150) calendar days of Grantee's year end for financial reporting purposes for three years from the Effective Date of this Agreement, Grantee shall submit an annual report to MLSC detailing the following information (Required Information) regarding Grantee's Massachusetts facilities (Grantee Facilities):

i. the total number of actual full-time equivalent employees, over 35 hours per week, company-wide and by facility, if applicable, during the relevant year;

ii. the total salary (excluding bonuses, the value of health and social benefits, 401(k) contributions, and other non-salary compensation) paid to full-time employees working at the Grantee Facilities during the relevant year; and

iii. an income statement for such year, a balance sheet of Grantee and statement of stockholder's equity as of the end of such year, and a statement of cash flows for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles (GAAP), and audited and certified by independent public accountants.

6. Employee Targets. In accordance with the MLSC's statutory mandate to grow employment opportunities in the Commonwealth, Grantee agrees to use its best efforts to hire ___ new employees by December 31, 2012 (First Year Employee Hires) and an additional ___ new employees by December 31, 2013 (Second Year Employee Hires). In the event that Grantee achieves less than seventy percent (70%) of the First Year Employee Hires, Grantee will not be eligible to apply to, or receive any award or benefits from, any of the MLSC's funding programs during FY14 beginning on July 1, 2013 and ending on June 30, 2014. In the event that Grantee achieves less than seventy percent (70%) of the Second Year Employee Hires, Grantee will not be eligible to apply to, or receive any award or benefits from, any of the MLSC's funding programs during FY15 beginning on July 1, 2014 and ending on June 30, 2015.

7. Program Evaluation. Grantee agrees to support MLSC's program evaluation and case study activities, and MLSC's goal to disseminate information regarding Grantee's experiences. To this end, Grantee agrees that its key personnel will be available at reasonable times with advance notice to be interviewed by MLSC or its authorized representatives for

purposes of program evaluation or case study development.

8. The Grant. Subject to compliance with all applicable laws, Grantee shall be compensated in the form of one or a series of Grant Payments (as that term is defined and implemented in Section 9 below) to pay first for costs incurred by Grantee between July 1, 2011 and June 30, 2012, and/or second for costs to be incurred prior to June 30, 2012, provided that Payment Requests (defined in Section 9. below) are received by the MLSC by July 20, 2012. In executing this Agreement, Grantee acknowledges and agrees that its receipt of the Grant does not create any rights or preferences for Grantee to receive subsequent funding from MLSC for any purpose, except in accordance with applicable law.

9. Payments and Invoices.

a. Grant Payments.

i. Grantee agrees to submit written requests by July 20, 2012 to the MLSC for reimbursement of costs incurred by Grantee between July 1, 2011 and June 30, 2012 (Reimbursable Payment Request) and/or for costs to be incurred by Grantee prior to June 30, 2012 (Advance Payment Request), hereinafter collectively referred to as Payment Requests. Any Payment Requests received by the MLSC after July 21, 2011 will not be paid by the MLSC and Grantee agrees that any balance remaining in the Grant for failure to submit timely Payment Requests will be forfeited by Grantee.

ii. MLSC shall provide Grant funds to Grantee following receipt of a Payment Request. All Payment Requests must be mailed or hand delivered to the following address:

Brad Rosenblum
Chief Financial Officer
Massachusetts Life Sciences Center
1000 Winter Street, Suite 2900
Waltham, MA 02451

iii. Each Reimbursable Payment Request shall be signed by Grantee's Grant Manager, shall set forth in reasonable detail the amount of payment or reimbursement due, the nature of the materials or property or services received, and provide the name and address of the person to whom payment or reimbursement is due. Each Reimbursable Payment Request shall be accompanied by the invoices for each of the amounts requisitioned. Each Payment Request shall also include a written certification signed by Grantee's Grant Manager stating that: (i) such payment or reimbursement is for costs pursuant to the authorized use of grant proceeds set forth in Section 1. of this Agreement and that the obligations specified therein have not been the basis for a prior requisition which has been paid; (ii) Grantee is not in default of this Agreement, and no event or condition exists which, after notice or lapse of time or both, would become a default hereunder; and (iii) the payment or reimbursement requested by the

Reimbursable Payment Request is due for work actually performed or materials or property actually supplied between July 1, 2011 and June 30, 2012 (see Payment Requests template attached as Exhibit C).

iv. Each Advance Payment Request shall be signed by Grantee's Grant Manager, shall set forth in reasonable detail the amount of advance payment requested and the nature of the materials or property or services anticipated to be received prior to June 30, 2012. Each Advance Payment Request submitted to the MLSC shall include a written certification signed by Grantee's Grant Manager stating that: (i) such payment will be applied to costs pursuant to the authorized use of grant proceeds set forth in Section 1 of this Agreement; (ii) Grantee is not in default of this Agreement, and no event or condition exists which, after notice or lapse of time or both, would become a default hereunder; and (iii) the payment will be applied to work actually performed or materials or property actually supplied prior to June 30, 2012 (see Payment Requests template attached as Exhibit C).

v. Subsequent to any Advance Payment, Grantee shall provide the MLSC with invoices that were paid using the Advance Payment. Each paid invoice(s) submitted to the MLSC shall include a written certification signed by Grantee's Grant Manager stating that: (i) such documentation of use of grant proceeds is for costs pursuant to the authorized use of grant proceeds set forth in Section 1. of this Agreement; (ii) Grantee is not in default of this Agreement, and no event or condition exists which, after notice or lapse of time or both, would become a default hereunder; and (iii) the documentation represents costs for work actually performed or materials or property actually supplied prior to June 30, 2012 (see Documentation of Use of Grant Proceeds and Draw Against Advance Payment template attached as Exhibit D). Grantee agrees that if Grantee fails to provide documentation acceptable to the MLSC to support the use of grant proceeds in the case of any Advance Payment or to draw against the full amount of any Advance Payment by June 30, 2012, Grantee shall remit the balance of any such Advance Payment to the MLSC within 30 calendar days of written notice from the MLSC.

vi. All Payment Requests and Documentation of Use of Grant Proceeds and Draws Against Advance Payments must be approved in writing by MLSC. In the event MLSC approves a Payment Request, MLSC shall pay to Grantee the amounts specified on such Payment Request and approved by MLSC within 45 to 60 calendar days from approval (each such payment, a Grant Payment).

vii. MLSC agrees that a Grant Payment may reimburse Grantee for expenditures for items that have been incurred in advance of the execution of this Grant Agreement provided that such costs were incurred on or after July 1, 2011 and that such costs are directly related and necessary to the Project.

10. Insurance. Grantee shall maintain a commercial general liability insurance policy with combined limits for bodily injury, personal injury, and property damage with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. Grantee shall provide MLSC with a certificate of insurance regarding its commercial general liability insurance policy. Such insurance policy or policies shall name MLSC as an additional insured, and no settlement or payment, for any claim or loss, injury or damage or other matter as to which MLSC may be charged with an obligation to make any payment or reimbursement, shall be made by Grantee without the written approval of MLSC.

11. MLSC's Budgetary Constraints. Grantee hereby acknowledges fully that MLSC is a public instrumentality of the Commonwealth of Massachusetts and depends on the Commonwealth of Massachusetts for funding the Grant. MLSC may be subject to budgetary cut backs and other unforeseen financial constraints that may cause MLSC to terminate this Agreement and/or reduce the unpaid portion of the Grant, entirely or in part.

12. Events of Default. In the event of a default by Grantee in the observance or performance of any covenant or agreement contained in this Agreement and failure by Grantee to cure such default within thirty (30) days after written notice, the MLSC may terminate this Agreement and exercise any other available legal and equitable remedies including, but not limited to, prosecution under the False Claims Law at Chapter 12 of the Massachusetts General Laws.

13. Notices.

a. Any notice hereunder shall be in writing and shall be sent either (i) by facsimile, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Grant Managers listed hereinabove and shall be effective (i) if dispatched by facsimile and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, the date of delivery, as confirmed by receipts or, if no receipt is provided, one business day after dispatch, (iii) if sent by first class mail, three business days after its date of posting.

b. All communications to MLSC shall be delivered to the following address, or sent by facsimile to the following number:

Massachusetts Life Sciences Center
1000 Winter Street, Suite 2900
Waltham, MA 02451
Attn: Brad Rosenblum, Chief Financial Officer
(617) 788-3604 (voice)
(617) 788-3605 (fax)

c. All communications to Grantee shall be mailed or delivered to the address, or sent by facsimile to the number set forth below:

d. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the party to whom it is addressed.

14. No Joint Venture. Notwithstanding anything to the contrary herein, under no circumstances is this Agreement to be interpreted as the formation of a joint venture between the parties. Neither party may represent to be the agent of the other nor bind the other to any contract or agreement. The rights and obligations of the parties towards each other are as specified in this Agreement.

15. Miscellaneous.

a. Amendment. The conditions, covenants, duties and obligations contained in this Agreement may be amended only through a written amendment signed by Grantee and MLSC. Except for the General Terms and Conditions, the Project Plan attached as Schedule I and the Project Budget attached Schedule II attached hereto, each of which are hereby incorporated in this Agreement by reference and made a part of this Agreement and the terms of each of which shall be binding upon the parties, the parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the Project set forth herein.

b. Binding Affect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, by sale or transfer of all or substantially all assets, merger or consolidation), provided, however, that Grantee shall not assign or in any way transfer any interest in this Agreement

c. Exhibits and Attachments. To the extent that any representation, warranty, covenant or agreement is specified in any exhibits or attachments hereto and such representation, warranty, covenant or agreement does not conflict with the terms hereof, such representation, warranty, covenant or agreement is for all intents and purposes to be treated as a warranty, representations, covenant or agreement made herein.

d. Governing Law. This Agreement shall be governed by and construed under the laws of The Commonwealth of Massachusetts without regard to its principles regarding conflicts of laws. Any dispute arising between the parties under this Agreement may be decided by any court of competent jurisdiction located within The Commonwealth of Massachusetts.

e. Severability. In case any one or more of the provisions in this Agreement shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

f. Waiver. Any failure by either party to assert its rights for or upon any default of the Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder. MLSC's review, approval or acceptance of any Deliverable hereunder shall not operate as a waiver of any separate and unrelated rights under this Agreement. MLSC's failure to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive MLSC of the right thereafter to that term or any other term of this Agreement and Grantee shall be and remain liable to MLSC pursuant to or in connection with the terms of this Agreement. As a Grantee, the rights and remedies of the parties provided under this Agreement are in addition to any other rights or remedies at law or in equity, and either party may assert a right to recover damages by any appropriate means, including without limitation set-off, suit, withholding, recoupment, or counterclaim either during or after the term of this Agreement.

g. MLSC Liability. No director, member, officer or employee of the MLSC shall be charged personally or held contractually liable by or to Grantee under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution. No director, member, officer or employee of Grantee shall be charged personally or held contractually liable by or to MLSC under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Survival. The covenants contained in Sections 1 (use of grant proceeds), 2 (representations), 5 (deliverables, to the extent still applicable), 7 (program evaluation), 8 (grant), 9 (payments and invoices), and 15 (miscellaneous) shall survive any termination or expiration of this Agreement, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MASSACHUSETTS LIFE SCIENCES CENTER

By: _____
Dr. Susan Windham-Bannister
President and Chief Executive Officer

By: _____

Exhibit A

General Terms and Conditions

(See Attached)

MASSACHUSETTS LIFE SCIENCES CENTER
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are issued by the Massachusetts Life Sciences Center, a public instrumentality of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws Chapter 23I, Section 3 (“MLSC,” as further defined in Section 1, below). Participants shall be bound by these General Terms and Conditions upon execution and submission of the Agreement (as defined herein) to MLSC. These General Terms and Conditions will be incorporated by reference into the Agreement for any financial assistance award executed by the Participant and MLSC.

1. Definitions

“Agreement” means the Grant Agreement entered into to which these General Terms and Conditions are attached and these General Terms and Conditions and all other referenced schedules and attachments thereto and hereto, as the same may be amended from time to time in accordance with the terms of thereof and hereof.

“Commonwealth” means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).

“Deliverable” means any tangible product to be delivered as an element of performance under an Agreement.

“General Counsel” means MLSC’s General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to MLSC as MLSC’s Executive Director or Board may designate.

“Governmental Authority” means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Grant” means the funding awarded by MLSC’s Board of Directors as set forth in the applicable Agreement.

“Grant Agreement” means the documentation that sets forth the Grant awarded, the specifics of the Project for which the Grant was awarded and additional terms and conditions for the application and use of such Grant funds, including the Project Plan and Budget, and to which documentation these General Terms and Conditions are attached.

“Grantee” means a Participant awarded a Grant pursuant to a Grant Agreement.

“MLSC” means the Massachusetts Life Sciences Center, and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.

“Participant” means any Person who has sought funding or other financial support from, or has submitted one or more proposals for Projects to, MLSC and has been awarded

such financial support or funding under any of MLSC's programs or initiatives as in effect from time to time. Participant may be referred to as "Grantee" in the Grant Agreement.

"Person" means any individual, corporation, limited liability company, partnership or other legal entity with the power to undertake the duties hereunder.

"Public Records Law" means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto, as affected by Chapter 23I, Section 3(1).

2. Insurance

Specific requirements for insurance shall be set forth in the applicable Grant Agreement.

3. Publicity

The parties shall collaborate on any press releases, events, signs and other publicity concerning the Grant (collectively, "PR"). In any PR produced, neither party will represent that positions taken or advanced by it represent the opinion or position of the other. Neither party may issue, participate in, or contribute to any PR without prior notice to the other Party unless the timing of a news broadcast or newspaper deadline, or other PR deadline precludes such prior notice. Participant shall reference the MLSC as a source of funding support.

4. Non-Exclusion from Governmental Programs

The Participant represents and warrants that it shall use its best efforts to ensure that the Participant and, to the extent applicable, any related party, and Persons that will work for Grantee:

- a) are not debarred, suspended, declared ineligible, or excluded by any department or agency of the Commonwealth or of the United States;
- b) have not been convicted of fraud or another criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Section 4(b) above.

5. Ethical Conduct Policy and Enforcement

The Participant agrees that the Grant is subject to the Participant having in place on or before the date that Participant enters into a Grant Agreement with the MLSC appropriate policies and measures to ensure that the Participant handles the Grant responsibly and

ethically and that the opportunity for improper personal financial or other gain on the part of the Participant, its employees and consultants, and any other persons with whom they may collaborate regarding any Project is minimized, and that limit the potential for research results to be tainted by possible personal financial or other gain.

The Participant hereby represents that it has no intention of using the Grant towards its (or his or her, as the case may be) or any of its (or his or her, as the case may be) employees', collaborators' or affiliates' improper personal financial or other gain. The Participant covenants to enforce such policies diligently during the term hereof.

6. Payment of Debt and Taxes

The Participant represents that the Participant is not delinquent in the payment of any debt or other obligation owed by the Participant to the Commonwealth and covenants that the Participant shall timely pay any debt or other obligation that the Participant owes or may come to owe to the Commonwealth during the term hereof.

The Participant represents that there are no taxes owed by the Participant to the Commonwealth on the date hereof, other than such taxes as are being protested by the Participant under and in accordance with applicable law, and Participant covenants to pay in a timely fashion all taxes that become due from the Participant to the Commonwealth during the term hereof and which are lawfully imposed by the Commonwealth on the Participant.

7. Confidentiality and Privacy

The Participant agrees to take all appropriate actions to protect the confidentiality of information about and the privacy of individuals to whom Grantee owes such obligations and to comply with the provisions of all applicable Federal, State or local laws, regulations and ordinances regarding confidentiality and privacy of such information.

8. Nondiscrimination

The Participant agrees to comply with all applicable Federal and State laws, regulations and ordinances promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, sexual orientation, or for exercising any rights afforded by law.

9. Indemnification

To the fullest extent permitted by law, Participant shall indemnify and hold harmless, and defend with counsel reasonably acceptable to the Covered Person or Persons being defended, the Commonwealth, MLSC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MLSC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including attorneys' fees), judgments and awards (collectively, "Damages") sustained,

incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Participant under this Agreement, or (ii) any negligent acts or omissions or reckless, wrongful or intentional misconduct of Participant. Without limiting the foregoing, Participant shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by Participant or any of its agents, officers, directors, employees, contractors or subcontractors. The foregoing notwithstanding, (i) Participant shall not be liable for any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting solely from any negligent act or omission or reckless misconduct of MLSC, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of the Participant, the aggregate liability of Participant under this Agreement shall not exceed the greater of the amount of the Grant or the amount recovered under any applicable insurance coverage. The obligations herein shall survive termination of this Agreement.

10. Public Records

As a public instrumentality, MLSC is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66 and as limited by Chapter 23I) and thus documents and other materials made or received by MLSC and/or its employees may be subject to public disclosure. All information received by MLSC shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment A hereto. By signing the Agreement, Participant acknowledges, understands and agrees that the procedures set forth in Attachment A are applicable to any documents submitted by Participant to MLSC, including but not limited to any acknowledgements set forth therein, and that Participant shall be bound by these procedures.

11. Audit

Participant shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing a separate audit or examination of Participant's Grant receipts. Such books and records shall contain records of Participant's pertinent activity under the Agreement in a form consistent with good accounting practice which may include, without limitation, electronic media compatible with computers available to the MLSC, computer generated hard copies or legible microfiche or microfilm copies. Such books and records shall be maintained in a form consistent with generally accepted accounting practices.

Upon seven (7) calendar days notice from MLSC, all such books and records shall be made available, as Participant shall elect by written notice to MLSC given within such seven (7) calendar day period, either at the Participant's offices or at the offices of the MLSC, for inspection by MLSC or through its duly authorized representatives at any time for up to seven (7) years after the calendar year to which such books and records pertain, whether or not the term of this Agreement has expired or been earlier terminated; provided, however, that if prior to the expiration of such seven (7) year period, any audit, review or investigation is commenced by the MLSC, or any claim is made or litigation is commenced

relating to this Agreement by the MLSC, such books and records shall continue to be maintained by Participant, and MLSC shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal), whether or not the Grant Agreement has expired or been earlier terminated. The right to inspect shall include the right to photocopy said books, records and data as the MLSC determines in its discretion to be necessary or convenient in connection with its review or audit thereof. Any such inspection at the Participant's offices will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Participant's operations. Failure to provide the MLSC with the books, records and data as the MLSC determines in its reasonable discretion to be necessary or convenient in connection with its review or audit hereof will constitute a default of this Agreement.

If MLSC reasonably determines that any allocation of Grant funds to costs permitted to be funded by a Grant are not supported or substantiated by such books and records, Participant shall reimburse MLSC for all such amounts.

MLSC shall further have the right, upon reasonable written notice to Participant, to cause an audit to be made of the books and records of Participant and its assignees and agents which relate to any Project to determine the correctness of the allocation of Grant funds to permissible costs by Participant hereunder. If, as a result of such audit conducted within any of the time periods permitted by this section, whether or not this Agreement has expired or been earlier terminated, it is established that Grant funds have been applied impermissibly, Participant shall forthwith, upon written demand from MLSC, repay to MLSC all amounts impermissibly applied, plus interest on such amount for each day from the date of receipt of such Grant funds until payment has been received by MLSC, at eighteen percent per annum to the extent permitted by law. The Participant's obligations under this Section shall survive the expiration or earlier termination of this Agreement, to the extent provided herein.

12. Additional Covenants

Participant hereby covenants to MLSC that it shall not enter into any agreements (including grant agreements), whether written or oral, nor take any other actions or make any omissions that may detrimentally impact MLSC's rights under this Agreement or impair, in any manner whatsoever, the Participant's ability to fulfill its obligations under this Agreement.

Except as disclosed to MLSC, Participant hereby covenants to MLSC that it shall maintain, in its own name and for its own benefit, good and proper title to and right in any and all (i) any real or personal property acquired or leased in connection with the Project, (ii) project inventions, and (iii) work products, reports, databases, plans, specifications, analyses, and any other information and materials developed or produced in connection with the Grant, but excluding published scholarly articles where the publisher becomes the copyright holder.

13. Conflict of Interest

Participant acknowledges that all MLSC employees are subject to the Massachusetts Conflict of Interest statute, set forth at Massachusetts General Laws Chapter 268A.

Participant shall take no actions in contravention of the Conflict of Interest statute or the conflict of interest policies of the MLSC.

14. Lobbying

No Grant funds may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing “legislative agents” or “executive agents” set forth in the Massachusetts Lobbying Law, M.G.L. Ch. 3, §39.

15. Force Majeure

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term of this Agreement may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

16. Headings.

Headings used in this Agreement are for convenience only and shall not be used in the interpretation of the provisions of this Agreement.

17. Survival.

The covenants contained in Sections 3 (publicity), 7 (confidentiality and privacy), 9 (indemnification), 10 (public records), 11 (audit), 12 (additional covenants), and 17 (survival) of this Attachment A shall survive any termination or expiration of this Agreement, as applicable.

Attachment A

THE MASSACHUSETTS LIFE SCIENCES CENTER POLICY AND PROCEDURES REGARDING SUBMISSION OF “CONFIDENTIAL INFORMATION”

The Massachusetts Life Sciences Center (the “MLSC”) is subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by the MLSC. As a result, any information submitted to the MLSC by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including the MLSC’s enabling act, M.G.L. Chapter 23I, Section 3(l). One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by the MLSC that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by or intellectual property developed by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”)

IT IS THE MLSC’S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES AND THAT IT NEEDS TO RECEIVE IN ORDER TO PERFORM ITS STATUTORY MANDATE FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY THE MLSC OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO THE MLSC, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO THE MLSC ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to the MLSC and believes such a document or documents, or portions thereof, may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

- A. At the time of the Submitting Party’s initial submission of documents to the MLSC, the Submitting Party must provide a cover letter, addressed to the MLSC’s General Counsel,

indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is Submitting Party's responsibility to provide detailed explanations for each such document.

- B. At the time of the Submitting Party's initial submission of documents to the MLSC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Confidential Information." It is the Submitting Party's responsibility to ensure that all such documents are sufficiently identified as "Confidential Information," and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.
- C. Documents that are not accompanied by the written notification to the MLSC's General Counsel or are not properly identified by the Submitting Party as "Confidential Information" at the time of their initial submission to the MLSC are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
- D. At the time the MLSC receives documents from Submitting Party, any such documents designated by Submitting Party as "Confidential Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MLSC staff for the express purposes for which the information was submitted to the MLSC. By submitting a grant application, request for response, or any other act that involves the submission of information to MLSC, the Submitting Party acknowledges and agrees that (a) the MLSC's receipt, segregation and storage of documents designated by Submitting Party as "Confidential Information" does not represent a finding by the MLSC that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) the MLSC is not liable for the subsequent disclosure of any documents submitted to the MLSC by the Submitting Party, whether or not such documents are designated as "Confidential Information" or the MLSC was negligent in disclosing such documents.
- E. In the event that the MLSC receives an inquiry or request for documents submitted by Submitting Party, the MLSC shall produce all responsive documents without notice to Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Confidential Information," the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Confidential Information," and that a formal, written public records request must be submitted by the requesting party to the MLSC's

General Counsel for a determination of whether the subject documents are exempt from disclosure.

- F. Upon the General Counsel's receipt of a formal, written public records request for documents that encompass materials previously designated by Submitting Party as "Confidential Information," the Submitting Party shall be notified in writing of the MLSC's receipt of the public records request, and the MLSC may, but shall not be required to provide Submitting Party an opportunity to present the MLSC with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
- G. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS/ARE THE SOLE AUTHORITY WITHIN THE MLSC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF THE MLSC OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "CONFIDENTIAL INFORMATION" OR TO BIND THE MLSC IN ANY MANNER CONCERNING THE MLSC'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS. FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "CONFIDENTIAL INFORMATION" SHALL NOT REQUIRE THE MLSC TO ASSERT SUCH AN EXEMPTION. THE MLSC'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE OR SHE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS OR HER SOLE DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

- H. The MLSC shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
- I. In the event that the MLSC determines that the subject documents are exempt from disclosure, the requesting party may seek review of the MLSC's determination before the Supervisor of Public Records, and the MLSC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the MLSC's determination.
- J. In the event the requesting party pursues a review of the MLSC's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the MLSC to disclose such documents to the requester, the MLSC shall notify the Submitting Party in

writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

- K. In the event that the MLSC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, the MLSC shall not assert an exemption, the MLSC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

SUBMITTING PARTY'S SUBMISSION OF ANY DOCUMENTATION TO THE MLSC SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED BY SUBMITTING PARTY IN RESPONSE TO THE GRANT SOLICITATION, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH IN PARAGRAPH D ABOVE, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THE PROCEDURES SET FORTH IN POLICY.

All documents submitted by Submitting Party, whether designated as "Confidential Information" or not, are not returnable to Submitting Party.

Attachment B

CERTIFICATE OF COMPLIANCE WITH LAWS

Massachusetts Employment Security Law

Pursuant to G.L. c. 151A §19A(b), the undersigned hereby certifies under the penalties of perjury that Grantee, with D.E.T. ID Number 72-003850, has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

[Compliance may be certified if Grantee has entered into and is complying with a repayment agreement satisfactory to the Commissioner, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L. c. 151A, §19A(c).]

or check the following:

_____ The undersigned certifies that the Massachusetts Employment Security Law does not apply to it because Grantee does not have any individuals performing services for it within the Commonwealth to the extent that it would be required to make any contributions or payments to the Commonwealth.

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that Grantee (please check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Revenue Enforcement and Protection Program

Pursuant to G.L. c. 62C, §49A, the undersigned hereby certifies under the penalties of perjury that Grantee's tax payer identification number is Federal Identification No. is 04-2103634 and that to the best of his/her knowledge and belief Grantee has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

To comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that it (please check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax;
or
4. _____ does not derive taxable income from Massachusetts Sources and is not
subject to taxation by the Commonwealth.

Certification Regarding Companies Doing Business with or in Northern Ireland

Pursuant to G.L. c. 7, §22C, the undersigned hereby certifies under the pains and penalties of perjury that Grantee is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or gas bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland, and that Grantee (check applicable item):

1. _____ does not employ ten or more employees in an office or other facility located in Northern Ireland; or
2. _____ employs ten or more employees in an office or other facility located in Northern Ireland, but such office or other facility in Northern Ireland (a) does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the workplace, and the eradication of any manifestation of religious and other illegal discrimination.

Signed this ____ day of June, 2012.

By: _____

Hereunto duly authorized.

Exhibit B

Grant Application

(See Attached)

Exhibit C

Payment Requests Template

(See Attached)

REQUEST FOR PAYMENT

[insert company name and address]

Request for Payment No. []

Date:

TO: Brad Rosenblum
Chief Financial Officer
Massachusetts Life Sciences Center
1000 Winter Street, Suite 2900
Waltham, Massachusetts 02451

The following sums are requisitioned for payment pursuant to a Grant Agreement dated _____, 2012 (the "Agreement") by and between the Massachusetts Life Sciences Center (MLSC), a quasi-public agency of the Commonwealth established pursuant to Chapter 23I of the Massachusetts General Laws, and _____, a _____ corporation, having its principal office and place of business at _____ (Grantee).

[select relevant certification language]

Reimbursable Payment

The undersigned hereby certifies that: (i) such payment or reimbursement is for costs pursuant to the authorized use of grant proceeds set forth in Section 1 of the Agreement and that the obligations specified therein have not been the basis for a prior requisition which has been paid; (ii) Grantee is not in default of this Agreement, and no event or condition exists which, after notice or lapse of time or both, would become a default hereunder; and (iii) the payment or reimbursement requested by the Reimbursable Payment Request is due for work actually performed or materials or property actually supplied between July 1, 2011 and June 30, 2012.

<u>Item</u>	<u>Amount</u>	<u>Invoice/Documentation</u>	<u>Purpose</u>
--------------------	----------------------	-------------------------------------	-----------------------

Advance Payment

The undersigned hereby certifies that: (i) the advanced payment amount of _____ dollars \$_____ will be applied to costs pursuant to the authorized use of grant proceeds set forth in Section 1 of the Agreement; (ii) Grantee is not in default of this Agreement, and no event or condition exists which, after notice or lapse of time or both, would become a default hereunder; and (iii) the payment will be applied to work actually performed or materials or property actually supplied prior to June 30, 2012.

<u>Amount</u>	<u>Purpose</u>
----------------------	-----------------------

[insert company name]

Dated: _____

By: _____

Exhibit D

**Documentation of Use of Grant Proceeds
and Draw Against Advance Payment**

(See Attached)

**DOCUMENTATION OF USE OF GRANT PROCEEDS
AND DRAW AGAINST ADVANCE PAYMENT**

[insert company name and address]

Documentation of Draw Against Advance Payment No. [] Date:

TO: Brad Rosenblum
Chief Financial Officer
Massachusetts Life Sciences Center
1000 Winter Street, Suite 2900
Waltham, Massachusetts 02451

The following documentation is provided pursuant to a Grant Agreement dated _____, 2011 (the "Agreement") by and between the Massachusetts Life Sciences Center (MLSC), a quasi-public agency of the Commonwealth established pursuant to Chapter 23I of the Massachusetts General Laws, and _____, a _____ corporation, having its principal office and place of business at _____ (Grantee).

The undersigned hereby certifies that: (i) such documentation of use of grant proceeds is for costs pursuant to the authorized use of grant proceeds set forth in Section 1. of the Agreement and that the obligations specified therein have not been the basis for a prior draw against advance payment; (ii) Grantee is not in default of this Agreement, and no event or condition exists which, after notice or lapse of time or both, would become a default hereunder; and (iii) the documentation represents costs for work actually performed or materials or property actually supplied prior to June 30, 2012.

<u>Item</u>	<u>Amount</u>	<u>Invoice/ Documentation</u>	<u>Purpose</u>
-------------	---------------	-----------------------------------	----------------

[insert company name]

Dated: _____

By: _____

Exhibit E

Grantee's Supplemental Information Form