

**MASSACHUSETTS NEUROSCIENCE CONSORTIUM
GRANT AGREEMENT**

This Grant Agreement is entered into on this [Click here to enter text.](#) day of [Click here to enter text.](#), 2014 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 (Life Sciences Act), and the [Click here to enter text.](#) (Grantee). This Grant Agreement incorporates by reference the Massachusetts Neuroscience Consortium Full Proposal Application attached hereto as Exhibit A (Grant Application), the Scope of Work attached hereto as Exhibit B (Scope of Work), and the Project Budget attached hereto as Exhibit C (Project Budget) (collectively, this Grant Agreement, the Grant Application, the Scope of Work, and the Project Budget are referred to herein as the Agreement).

WHEREAS, the Massachusetts Neuroscience Consortium (Consortium) was launched in June 2012 at the BIO International Convention in Boston and is designed to accelerate pre-clinical research available to the pharmaceutical industry, introduce academic researchers to the challenges of targeted research, and facilitate industry-academic partnerships;

WHEREAS, the MLSC used its convening power to bring together five global biopharmaceutical companies to form this new model for collaboration with the research community in order to accelerate the pace of discovery. The companies include Biogen Idec, EMD Serono, Janssen Research and Development, Merck and Sunovion Pharmaceuticals (Consortium Members);

WHEREAS, each of the Consortium Members contributed two hundred and fifty thousand dollars (\$250,000) to the Consortium for a total of \$1.25 million to fund a Request for Proposals (RFP) with a focus on neurodegenerative and neuroinflammatory diseases (such as Amyotrophic Lateral Sclerosis, Alzheimer's Disease, Huntington's Disease, Multiple Sclerosis, and Parkinson's Disease), Neuropathic Pain, and Treatment-Resistant Depress that would be managed and administered by the MLSC;

WHEREAS, the Consortium Members reviewed and evaluated nearly ___ applications from not-for-profit research institutions in response to the RFP and selected ___ projects to advance neuroscience research including Grantee's Project that is the subject of this Agreement;

WHEREAS, Grantee submitted a Grant Application for funding describing Grantee's project and budget (Project), which Grant Application is attached hereto as Exhibit B, and worked with Consortium Members to agree upon a Scope of Work attached hereto as Exhibit C;

WHEREAS, ownership of an invention or discovery resulting from the Project shall be governed by the terms and conditions of this Agreement; and

WHEREAS, because Grantee's Project will be milestone-driven and subject to input and coordination with Consortium Members, Consortium Members determined that sixty percent (60%) of Grantee's budget of _____ dollars (\$_____) submitted as part of its Grant Application, or _____ dollars (\$ _____) is authorized as part of this Agreement, and any Amendments thereto (Grant). Additional tranches of funding will be determined by

Consortium Members in collaboration with Grantee and will require an Amendment to this Agreement.

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. **Performance of the Work**

- a) The Grantee shall perform the work in accordance with the Scope of Work, the Project Budget, and in consultation with the Project Liaison, as defined below, and other Consortium Members.
- b) Both MLSC and Grantee shall designate a respective Project Manager to support effective communication between MLSC and the Grantee.

2. **Term**

The term of this Grant Agreement shall commence [Click here to enter text.](#) and shall expire on [Click here to enter text.](#)

3. **Project Personnel**

- a) MLSC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MLSC and Grantee.

MLSC Project Manager: Beth Nicklas, General Counsel and VP, Academic and Research Programs, bnicklas@masslifesciences.com, 781-373-7715

Grantee Project Manager: [Click here to enter text.](#)

- b) Consortium Members have designated the following person(s) to serve as Project Liaison for the Consortium to serve as the primary point of contact and facilitate communication with the Consortium.

Project Liaison: [Click here to enter text.](#)

- c) Each party will endeavor to maintain the continuity of its respective Project Personnel.

4. **Confidentiality and Publications**

During the Term of this Agreement, Grantee shall maintain any confidential information provided by Consortium Members or generated during the course of the research in the strictest confidence. Grantee has the first right to publish findings from the Project; provided that each of the Consortium Members have confirmed, in writing, that no confidential or patentable information of such Member is disclosed. Grantee and Consortium Members shall

adhere to standard academic practice regarding authorship of scientific publication and recognition of intellectual contributions.

5. Intellectual Property and Consortium Members' Ownership Rights

Ownership of any invention, discovery or other intellectual property owned, developed or discovered by Grantee (Intellectual Property) in the performance of Grantee's activities under the Project will reside with Grantee and/or any subcontractors. In the event Grantee uses a subcontractor(s) to perform the Project, a License Agreement between Grantee and such subcontractor(s) shall be provided to the MLSC Project Manager. Participation in the Neuroscience Consortium does not confer any Intellectual Property rights to, except to the extent set forth below.

Each Consortium Member shall receive access to the data and information arising out of a Project as well as a non-exclusive, worldwide royalty-free license, with the right to sublicense to its affiliates, to any Intellectual Property arising out of a Project for internal research purposes only. Consortium Members may negotiate other Intellectual Property and corporate ownership rights and/or licenses with Grantee independently of the Neuroscience Consortium.

Grantee hereby covenants 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) Project inventions and (ii) 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.

6. Deliverables

"Deliverables" shall include reports and presentations as requested by the Project Liaison for the benefit of Consortium Members, semi-annual progress reports and the Comprehensive Final Project and Financial Report defined below. Grantee shall provide Consortium Members and the MLSC with the following Deliverables:

Reports and Presentations as requested by the Project Liaison. Grantee shall be requested periodically to meet with the Project Liaison and other Consortium Members to present Project results and progress during the Grant and prepare reports as requested.

Semi-annual Progress Reports. Grantee shall provide MLSC and Consortium Members with semi-annual progress reports every six months of each year during the term of the grant which highlight Project activities, accomplished milestones and preliminary results.

Comprehensive Final Project and Financial Report. Sixty days after the conclusion of the Project, Grantee shall provide MLSC with a final report that includes a summary of the results, findings and recommendations of Project efforts, including next steps in the research. Such report shall also include a complete accounting of the use of the Grant funds.

MLSC and Consortium Members shall have use and access to all Deliverables for purposes of monitoring compliance with this Agreement and reporting Neuroscience Consortium results. Grantee grants MLSC and Consortium Members a non-exclusive, world-wide

royalty-free right to copy and distribute any copyrighted or copyrightable works (including reports and publications) furnished to MLSC and Consortium Members under this Agreement. However, with respect to (i) enabling disclosures or any Project inventions, and (ii) copyrighted or copyrightable works that Grantee desires to file for patent protection or are intended for publication in scientific journals or presentation at scientific meetings, MLSC and Consortium Members agree to delays as may be reasonably necessary for Grantee to file for patent protection, publish articles, or make those presentations.

Grantee makes no representations or warranties regarding the merchantability of such Deliverables, the fitness of such Deliverables for any particular purpose and does not promise success in achieving any desired result with the use of such Deliverables. Grantee provides the Deliverables as-is. Grantee shall not be liable for any direct, consequential or other damage suffered by the MLSC or Consortium Members resulting from the development or use of the Deliverables.

7. The Grant and Delegation/Subcontracting

Subject to compliance with all applicable laws, Grantee shall receive sixty percent (60%) of Grantee's Project Budget of _____ dollars (\$_____) submitted as part of its Grant Application, or _____ dollars (\$_____), for direct (and where applicable, indirect) costs incurred in the performance of the Project as of _____, 2014 and as set forth in the Project Budget. Additional tranches of funding will be determined by Consortium Members in collaboration with Grantee and will require an Amendment to this Agreement. In executing this Agreement, Grantee acknowledges and agrees that their receipt of the Grant does not create any rights or preferences for Grantee to receive subsequent funding from the Neuroscience Consortium for any purpose.

Grantee agrees that the Project's work cannot be delegated or subcontracted to another individual or not-for-profit or private institution, company or partnership without prior written authorization from the MLSC.

8. Publicity

Grantee, the Consortium Members and the MLSC shall collaborate on any press releases, events, signs and other publicity concerning the Grant (collectively, PR). In any PR produced, neither the Grantee, Consortium Members, nor the MLSC will represent that positions taken or advanced by it represent the opinion or position of the others, nor may anyone use the name and/or logo of the others without its express written permission. Neither the Grantee, Consortium Members, nor the MLSC may issue, participate in, or contribute to any PR without prior notice to the others unless the timing of a news broadcast or newspaper deadline, or other PR deadline precludes such prior notice. Grantee shall reference the Consortium Members as a source of funding support and the MLSC as the administrator and manager of the Consortium.

9. Payments

The Grantee shall follow Generally Accepted Accounting Principles (“GAAP”) as well as any applicable accounting standards related to the Grantee’s receipt of the Grant. If there is not an applicable standard for Grantee, Grantee shall follow Part 31 of the Federal Acquisition Regulations.

a) *Allowable Charges.* The definition of Allowable Charges shall be governed by the cost principles contained in the OMB Circulars applicable to the Grantee and/or its subcontractors. The categories of expenses may include:

i. Direct Costs. The Grantee may incur direct costs in the performance of the Project and as specified on a line item of the Project Budget, as follows:

1. Direct Labor and Fringe Benefits: the costs of salary and fringe benefits for services performed by Grantee’s employees under the terms of this Agreement at the rates applicable at the time the services were performed;
2. Subcontractors/Consultants: services provided by Grantee’s subcontractors/consultants, if any, as set forth in the Project Budget;
3. Direct Materials: the cost of materials used to undertake the Project, as set forth in the Project Budget;
4. Other Direct Costs: the cost of other direct materials, services and insurance as set forth in the Project Budget. (*e.g.*, postage, telephone, publications, graphics, *etc.*); and
5. Travel: the reasonable and necessary costs incurred for travel, lodging, meals and incidental expenses, as set forth in the Project Budget. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate.

ii. Indirect Costs. The Grantee may incur indirect costs as set forth in the Project Budget.

b) *Budget Adjustments.* The foregoing notwithstanding, the parties acknowledge that the costs listed in the Project Budget are estimates. Therefore, Grantee may shift funds between the line items associated with each category, provided however that the aggregate amount for each category of costs as set forth in the Project Budget is not exceeded. Additionally, Grantee may, with the prior written permission of the MLSC Project Manager, shift funds between each category. The total amount of the Project Budget shall not be increased unless agreed to in writing pursuant to an Amendment to this Agreement.

Payment Terms and Retainage. MLSC shall pay the Grantee sixty percent (60%) of the Project Budget within fifteen (15) business days after receipt of an invoice, unless MLSC should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement or the Project Budget.

10. Audit

Grantee shall maintain, and require its subcontractors to 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 Grantee's, or its subcontractor's, Grant receipts. Such books and records shall contain records of Grantee's, or its subcontractor'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 including those pertaining to its subcontractors, as Grantee shall elect by written notice to MLSC given within such seven (7) calendar day period, either at Grantee'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 Grantee, 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 Grantee'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 Grantee's operations.

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, Grantee shall reimburse MLSC for all such amounts.

MLSC shall further have the right, upon reasonable written notice to Grantee, to cause an audit to be made of the books and records of Grantee which relate to the Project to determine the correctness of the allocation of Grant funds to permissible costs by Grantee 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, Grantee shall forthwith, upon written demand from MLSC, repay to MLSC all amounts impermissibly applied. Grantee's obligations under this Section shall survive the expiration or earlier termination of this Agreement, to the extent provided herein.

11. Insurance

Grantee shall provide coverage and assume responsibility solely for their respective obligations, acts and omissions hereunder and 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 claim and five million dollars (\$5,000,000) in the aggregate. Grantee shall cause all subcontractors working on the Project to add MLSC as an additional insured to any insurance policy under which such subcontractor is covered in connection with the Project. Grantee shall provide MLSC with a statement of self-insurance and/or a certificate of insurance regarding its commercial general liability insurance policy or that of all subcontractors, as applicable. 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, which approval shall not be unreasonably withheld.

12. Budgetary Constraints

Grantee hereby acknowledges fully that the MLSC may, at the direction of the Consortium Members, terminate this Agreement, entirely or in part, based upon failure to perform in accordance with the Scope of Work set forth in Exhibit C, Grantee's or the Consortium Members' good faith request to terminate for scientific reasons, relevant research results published by others, or any other scientific or safety reasons. In the event of termination, Grantee shall provide the Comprehensive Final Project and Financial Report (specified in Section 6. above) to MLSC and shall return any unused portions of the Grant to the MLSC within sixty days of receipt of the notice of termination.

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 Project Personnel 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 mailed or 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 following address, or sent by facsimile to the following number:

[Click here to enter text.](#)

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 or among Grantee, the Consortium Members or the MLSC. Neither the Grantee, Consortium Members, nor the MLSC may represent to be the agent of the other nor bind the other to any contract or agreement. The rights and obligations of the Grantee, Consortium Members, and the MLSC towards each other are as specified in this Agreement.

15. Non-Exclusion from Governmental Programs

Grantee represents and warrants that it shall use its best efforts to ensure that Grantee 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 15(b) above.

16. Payment of Debt and Taxes

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

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

17. Nondiscrimination

Grantee 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.

18. Indemnification

To the fullest extent permitted by law, Grantee 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 Grantee under this Agreement, or (ii) any negligent acts or omissions or reckless, wrongful or intentional misconduct of Grantee. Without limiting the foregoing, Grantee 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 Grantee or any of its agents, officers, directors, employees, contractors or subcontractors. The foregoing notwithstanding, (i) Grantee 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 Grantee, the aggregate liability of Grantee 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.

19. 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

Exhibit D hereto. By signing the Agreement, Grantee acknowledges, understands and agrees that the procedures set forth in Exhibit D are applicable to any documents submitted by Grantee to MLSC, including but not limited to any acknowledgements set forth therein, and that Grantee shall be bound by these procedures.

20. Conflict of Interest

Grantee acknowledges that all MLSC employees are subject to the Massachusetts Conflict of Interest statute, set forth at Massachusetts General Laws Chapter 268A. Grantee shall take no actions in contravention of the Conflict of Interest statute.

21. 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.

22. Miscellaneous

- a. Amendment. Unless otherwise specified, the conditions, covenants, duties and obligations contained in this Agreement may be amended only through a written amendment signed by Grantee and MLSC. Grantee and MLSC 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. Additional Covenants. Grantee hereby covenants to MLSC that it shall not enter into any agreements (including agreements related to Intellectual Property), whether written or oral, nor take any other actions or make any omissions that may detrimentally impact the MLSC’s or the Consortium Members’ rights under this Agreement or impair, in any manner whatsoever, the Grantee’s ability to fulfill its obligations under this Agreement.
- c. Schedules and Attachments. To the extent that any representation, warranty, covenant or agreement is specified in any exhibit hereto including Exhibit E or any attachment thereto 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, representation, covenant or agreement made herein.
- d. Conflicts. In the event of any conflict among the terms of this Grant Agreement, the Scope of Work and the Project Budget, the conflict shall be resolved as follows: the terms of this Grant Agreement shall govern over the terms of the Scope of Work and Project Budget.
- e. 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.

- f. 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.
- g. 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 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. 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 any 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.
- h. Liability. No director, member, officer or employee of the MLSC or of the Consortium Members shall be charged personally or held contractually liable by Grantee under any term or provision of this Agreement or because of any material 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 or the Consortium Members under any term or provision of this Agreement or because of any material breach thereof or because of its execution or attempted execution.
- i. 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.
- j. 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.

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

23. Survival

The covenants contained in Sections 4 (confidentiality and publications), 5 (intellectual property and ownership rights), 8 (publicity), 10, (audit), 12 (with respect to costs incurred prior to termination), 18 (indemnification), 19 (public records), 22 (miscellaneous), and 23 (survival) shall survive any termination or expiration of this Agreement, as applicable.

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

MASSACHUSETTS LIFE SCIENCES CENTER

By: _____
Susan Windham-Bannister, Ph.D.
President and Chief Executive Officer

Click here to enter text.

By: _____
Click here to enter text.

[Remainder of page intentionally left blank]

Exhibit A

Massachusetts Neuroscience Consortium

Full Proposal Application

(See Attached)

Exhibit B

Scope of Work

(See Attached)

Exhibit C

Project Budget

(See Attached)

Exhibit D

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 Grantee 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(1). One such exemption that may be applicable to documents submitted by Grantee is for any documentary materials or data made or received by the MLSC that consist of trade secrets or commercial or financial information regarding the operation of any business conducted by or intellectual property developed by Grantee and its subcontractors, or regarding the competitive position of such Grantee in a particular field of endeavor (the “Trade Secrets Exemption”). In the event that Grantee wishes to submit certain documents to MLSC and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption, the company should identify such materials as Confidential.

In the event that Grantee 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 Grantee’s initial submission of documents to the MLSC, Grantee must 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 Grantee’s responsibility to ensure that all such documents are sufficiently identified as “Confidential Information,” and Grantee’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.
- B. Documents that are not properly identified by Grantee as “Confidential Information” at the time of their initial submission to the MLSC may be subject to disclosure under the Public Records Act, and the procedures for providing Grantee with notice of any formal public records request for documents, as set forth below, shall be inapplicable.

- C. At the time the MLSC receives documents from Grantee, any such documents designated by Grantee as “Confidential Information” shall be 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 information to MLSC, Grantee acknowledges and agrees that the MLSC’s receipt and storage of documents designated by Grantee 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.
- D. In the event that the MLSC receives an inquiry or request for documents submitted by Grantee, the MLSC shall notify Grantee and may, but shall not be required to, provide Grantee an opportunity to present the MLSC with information and/or legal arguments concerning the applicability of the MLSC Trade Secrets Exemption or some other exemption to the subject documents. The MLSC shall then produce all non-confidential, responsive documents.
- E. The MLSC’s General Counsel is 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.
- F. The MLSC shall provide the requesting party and Grantee with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
- G. 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 Grantee in writing in the event that the requesting party pursues a review of the MLSC’s determination.
- H. 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 Grantee in writing prior to the disclosure of any such documents, and Grantee may pursue injunctive relief or any other course of action in its discretion.
- I. 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 Grantee in writing prior to the disclosure of any such documents, and Grantee may pursue injunctive relief or any other course of action in its discretion.

All documents submitted by Grantee, whether designated as “Confidential Information” or not, are not returnable to Grantee.

Exhibit E

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 _____, 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. [Click here to enter text.](#) 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 [Click here to enter text.](#) day of [Click here to enter text.](#), 2014.

By: _____

Hereunto duly authorized.