

## RESEARCH CONTRACT

In pursuit of its goal of ultimately finding a treatment and a cure for FSHD, Friends of FSH Research, a Washington corporation ("*Friends*," hereafter) hereby grants to \_\_\_\_\_ (the "Principal Investigator," hereafter) the sum of \_\_\_\_\_ to be used for the research described in the Preliminary and Full Grant Applications attached hereto as Exhibits A and B. The parties agree as follows:

1. The Principal Investigator shall design, conduct and complete the funded research. Funds provided by *Friends* shall be expended in accordance with the proposed budget contained within the application, unless otherwise agreed.

2. The Principal Investigator shall periodically update *Friends* on the progress of the research and shall be available on a reasonable basis to answer inquiries from *Friends* and to permit inspection of lab facilities by *Friends*.

3. The Principal Investigator shall submit written progress reports to *Friends* every six months during the course of the research and at its conclusion, and, if the results so warrant, shall author or co-author at least one scientific paper on the research for publication in a peer reviewed journal. The Principal Investigator shall also prepare a lay abstract of the research, its results and conclusions, and the ways in which the research has advanced *Friends*' goal of ultimately finding a treatment and cure for FSHD, all in terms understandable by a non-technical reader. All reports should be sent directly to *Friends* at: ProgressReports@fshfriends.org.

4. *Friends* will review multi-year grants annually. Funding in subsequent years is contingent upon *Friends*' determination, made in its sole discretion, that the progress to date justifies continuation of the grant and that *Friends* has or will raise funds sufficient.

5. All scientific papers or other publications reporting on the research shall credit *Friends* for its funding.

6. *Friends* shall have the right to reference all reports, and to publish all abstracts, on its website and in other newsletters and reports as it deems appropriate.

7. On reasonable terms and conditions, and with reasonable notice, the Principal Investigator shall attend *Friends*' annual fund raising auction and other fund raising events.

8. All research tools or reagents developed in the course of this grant shall be made available free of charge to the research community.

9. This contract shall be governed by the laws of the State of Washington. Any dispute under this contract shall be arbitrated before a single arbitrator in King County, Washington. The prevailing party shall pay the fees of arbitration; each party shall bear its own attorney fees and costs.

This research contract is agreed to on this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_

Friends of FSH Research,  
a Washington corporation

Principal Investigator

\_\_\_\_\_  
Teresa Colella  
President Friends of FSH Research

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