

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 “Institution,” hereafter) the sum of \$----- to be used for the research to be performed under the direction of ----- (the “Principal Investigator,” hereafter) titled ----- and described in the Full Grant Application submitted to Friends and dated -----. The parties agree as follows:

1. The Institution through 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. Ninety-five percent (95%) of funds allocated for the first year shall be paid with the signing of this contract. Funding for subsequent years shall, subject to the conditions set forth below, be paid at the start of the subsequent years, provided all reports required for prior years have been submitted. The balance shall be paid after all reports required hereunder have been submitted to Friends.

2. The Institution through 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 Institution through 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. Along with each report, The Institution through the Principal Investigator shall also prepare a lay abstract of the research, its results and conclusions, if applicable. 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 this grant 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. All research tools or reagents developed in the course of this grant shall be made available free of charge to the research community.

8. Any dispute under this contract shall be arbitrated before a single arbitrator. 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 _____ of _____ in the year 2021.

Friends of FSH Research,
a Washington corporation

The Institution

By Teresa Colella
Its President Friends of FSH Research

By
Its

Agreed to by
The Principal Investigator
