

[Date]

Dear Dr. :

This Award Letter is to advise you that the Thrasher Research Fund ("Fund") has approved your application for a grant (the "Grant") described below, to be made upon the following terms and conditions:

1. The Principal Investigator is . The project name is " ." The total project grant award for the period of to is \$. The Supervising Institution is **The Regents of the University of California**.

2. This Grant is awarded on the condition that [any conditions get inserted here, such as proof of IRB approval being received] and that the attached budget dated supersedes any previous requests. The Parties to this Grant are the Fund and Supervising Institution.

3. By acceptance of the Grant, the Supervising Institution and its Principal Investigator expressly acknowledge and accept all of the conditions in this Award Letter as well as the conditions stated in the document entitled Conditions of Grant, a copy of which is enclosed and made part of this Grant by this reference. Please pay particular attention to the details stated in this Award Letter as well as in the Conditions of Grant, and retain them for future reference. Unauthorized reallocation of funds or failure to submit semiannual reports as required will give the Fund the right, but not the obligation, to suspend the Grant. If suspended, the Grant can only be reinstated upon written authorization from the Fund. Unless otherwise specifically stated in this Award Letter, this Grant shall be paid to the Supervising Institution under whose supervision the Principal Investigator shall be responsible for the research and other activities required to complete the project.

4. The Supervising Institution and its Principal Investigator will adhere to this Award Letter and the Conditions of Grant, the violation of any provision of which shall be reason for suspension of the Grant for which reinstatement shall require written appeal from the Principal Investigator and Supervising Institution.

5. The Supervising Institution agrees to disclose promptly and in confidence to the Fund any patentable inventions conceived and reduced to practice in the performance of research funded in whole or in part by the Grant (hereinafter referred to as "Inventions"). The Supervising Institution has the right to obtain letters patent or design patent in the name of the Supervising Institution or otherwise of any Inventions in the United States or in any applicable foreign countries covering such, all costs for such patenting to be paid by the Supervising

Institution. The Supervising Institution agrees to grant to the Fund a paid-up, non-exclusive license to any Inventions for internal, non-commercial research purposes only.

6. To accomplish the purposes set forth above, the Principal Investigator in accordance with the Supervising Institution's policies and practices will (a) disclose promptly and report fully all Inventions to the Supervising Institution; (b) cooperate with the Supervising Institution in securing intellectual property protection for such Inventions; (c) deliver to the Supervising Institution copies of all relevant notes, drawings, blueprints and papers upon request and give other reasonable assistance in the preparation or defense of patents or patent applications for such Inventions; and (d) sign all papers as appropriate for the filing of any application for such letters patent or design patent.

7. Income received by Supervising Institution from commercially licensing any Invention shall be shared with the Fund. The Fund's share shall be determined by mutual agreement between Supervising Institution and the Fund after a license has been executed for such Invention. The Fund's share will be determined on a case-by-case basis and be proportional to the level of support provided by the Fund to the research that resulted in such Invention and will begin when Net Income on any license exceeds \$250,000. Net Income is defined to be gross income less unreimbursed expenses for obtaining and maintaining patent rights and mandatory distributions under the University of California Policy (to include distributions to inventors).

8. If the Supervising Institution decides to abandon the commercialization or licensing activities associated with a disclosed Invention, the Fund will be notified and given the option to execute a license to Invention (under standard Supervising Institution terms), with rights to sublicense. At Fund request and expense, the Supervising Institution will continue the patent or patent application process.

9. Any activities associated with a Thrasher Research Fund Grant conducted in, or affiliated with, a country outside the United States, must be performed in accordance with U.S. export control and trade sanctions laws and regulations. The Supervising Institution agrees to take full responsibility for ensuring that any necessary U.S. Government export control or trade sanctions authorizations are obtained and maintained throughout the duration of the project. The Supervising Institution agrees to defend, indemnify, and hold harmless Thrasher Research Fund from and against any and all liability, loss, expense, or claims for injury or damages arising out of the Supervising Institution's performance of this Grant, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional act or omissions of the Supervising Institution, its officers, employees, or agents.

10. This Grant supersedes your Grant proposal application and all other prior dealings between you and the Fund regarding your proposal.

11. In the event the Principal Investigator transfers from the within-named Supervising Institution to another institution, this Grant or the project funded thereunder may be continued with such other institution, and such other institution may become a Successor Supervising Institution, only if (a) such Successor Supervising Institution agrees to be bound by the terms and conditions of an amended Award Letter and Conditions of Grant reflecting such transfer, and (b) all of the parties hereto and the Successor Supervising Institution mutually agree upon the allocation of Grant Award funds between the respective institutions. Except as

provided herein, the parties hereto may not assign, encumber or otherwise transfer this Grant, and any such attempt at assignment, encumbrance, or transfer will be void.

12. This Grant shall be construed in accordance with the laws of the State of California.

When both the Supervising Institution and Principal Investigator have executed this Grant, please return one fully executed copy of this Grant to each of the parties.

We wish you success in your research.

Sincerely,

THRASHER RESEARCH FUND

By _____
A. Dean Byrd, Ph.D., MBA, MPH
President

SUPERVISING INSTITUTION

The Regents of the University of California

By _____

Title _____

Dated this ____ day of _____, 20__

As an employee of The Regents, I accept my responsibility to undertake this project in accordance with the terms agreed to by The Regents.

PRINCIPAL INVESTIGATOR

[Name]

By _____

Dated this ____ day of _____, 20__