



[Date]

Contact Name

Contact Title

Contact Mailing Address Line 1

Contact Mailing Address Line 2

Dear [Contact]:

The Raynor Cerebellum Project was launched in 2022 with the goal of finding the shortest path to improving the lives of people suffering from cerebellar disorders. It is a program of the Once Upon a Time Foundation (the “Foundation”), a \$280 million private foundation based in Fort Worth, Texas. The Raynor Cerebellum Project, LLC (“RCP”) is a Texas limited liability company and a wholly-owned subsidiary of the Foundation.

To further its goal, RCP has decided to launch the RCP Institute (the “Institute”) with \$30 million of available funding. Teams have been invited to participate in the Institute from Harvard, UT Southwestern, Children’s National Research Institute, Brigham and Women’s Hospital, UC Irvine, University of Florida, Johns Hopkins University, Carnegie Mellon University, Cleveland Clinic, University of North Carolina, and University of Colorado.

This agreement is entered into by and between RCP and [XX University] (the “Grantee”), as of the date the agreement is signed by both parties. RCP and the Grantee are each, individually, a “Party” and are, collectively, the “Parties.” Among other items, this agreement is intended by the Parties to set forth the Parties’ understandings and agreements with respect to the Grantee’s use of grant funds provided by RCP.

We are delighted to inform you that RCP has approved an initial [Funding Amount USD (if applicable)] grant (the “Funds”) to [XX University] (the “Grantee”) in support of a research study led by [Dr. PI Name] (“Principal Investigator”) titled [“Proposal Title”] (the “Project”) as set forth in the proposal attached as Exhibit A, subject to the following terms & conditions:

Collaboration:

1. In order to maintain RCP’s continued funding of all amounts, we require that the Grantee prioritize collaboration with other groups within the Institute, including but not limited to: attending RCP’s regular in-person and Zoom meetings, responding to ongoing conversations related to the Institute’s projects, and demonstrating engagement and interest in supporting the various projects through continuous feedback and input based on your valuable experience.
2. For virtual meetings no longer than 60 minutes in duration, we will provide a minimum of two weeks’ advance notice. For virtual meetings longer than 60 minutes, we will provide four weeks’ advance notice. For in-person meetings requiring travel, we will provide three months’ advance

notice. There will be no more than 6 virtual meetings per year and 3 in-person meetings per year. [Key Personnel names] (collectively, “Key Personnel”) are required to attend all RCP meetings as a condition of initial and continued funding. Additional team members may be required to attend certain meetings and will be provided with the same advance notice. Additionally, the Grantee acknowledges and agrees to the terms of RCP’s Attendance Policy attached hereto as Exhibit B.

- a. RCP meetings are a critical priority for RCP and members of the RCP Governing Board. Key Personnel are expected to prioritize attendance at all RCP meetings. Please understand RCP is working with many different schedules and all Institute members lead very busy lives. People find a way to reschedule other items when needed in order to attend. It is never ideal, but we all make it work when necessary. An institute only works as planned if RCP members can get together and collaborate. This is an accommodation RCP asks Key Personnel to make for the sake of this project, with the knowledge of this requirement before accepting funding.
 - b. RCP will pay reasonable costs for travel and attendance at all RCP meetings for Key Personnel (above and beyond the Funds).
 - c. All RCP meetings will be conducted in accordance with the Confidentiality expectations set forth below in Section 24.
3. The Foundation and RCP representatives (including members of the RCP Governing Board) will make periodic site visits to all funded grantees collaborating on RCP projects. The Grantee will allow such representatives to make site visits to the Grantee and collaborating institutions throughout the duration of the Project to receive in-person updates and collaborate on the direction of the Project as well as other RCP initiatives. On such visits, the RCP Governing Board will engage with Key Personnel and all other lab members involved in the Project, including but not limited to Principal Investigator(s), Co-Investigators, Post-Docs, Graduate Students, Staff Scientists, Lab Techs, etc.
 4. The Foundation and RCP are funding a data repository for data funded from RCP grants which will be used to build foundation models for closed-loop control (the “AI Core”). All Grantees in the Institute are required to share their data with other Institute participants. Additionally, Grantee acknowledges and agrees to the terms of RCP’s Data Sharing Policy attached hereto as Exhibit E.

Funding & Timeline:

5. The grant term of the Project will extend for X years after signing this agreement.
6. The Funds will be distributed in accordance with this Section 6; provided, however, prior to funding any subawards, Grantee shall require that Sub Awardees agree in writing to be bound by, and comply with, all the obligations in this grant agreement that are applicable to Grantee. The Grantee will allocate funds to the Sub Awardee as outlined in the Project budget.
 - a. Year 1: \$XX will be funded promptly upon receipt of this signed grant agreement to cover year one Base Costs. “Base Costs” shall be defined as all Project costs, exclusive of any indirect costs which are discussed in Section 11 below.
 - b. Year 2: \$XX will be funded in month 12 to cover year two costs.
 - c. Year 3: \$XX will be funded in month 24 and \$XX will be funded upon submission of a final paper for publication.
7. Annually throughout the Project, RCP will perform a Project evaluation. If, in the reasonable opinion of RCP, the evaluation reveals any material deficiencies, the Project may be placed in a

- “probationary period” during which the Grantee will work with RCP to ensure any deficiencies are corrected in a reasonable time. Material deficiencies would not include dissatisfaction with the research results obtained by Grantee, recognizing that the Project is basic scientific research for which no specific outcome can be guaranteed. During any such probationary period, additional payment of Funds may be withheld or delayed.
8. On an annual basis, the Grantee may submit requests for additional “Supplemental funding” to cover the funds needed above the Base Costs provided. Unexpended Funds for Base Costs for any year will stay with the Grantee as long as there is detailed justification for planned use the following year. Unexpended Supplemental funding should be noted on Exhibit C and RCP may request return of such funds or may net such unexpended Supplemental funds against future funding requests. Grantee must also include an “Other Support” summary with the additional “Supplemental funding” request as indicated on Exhibit C.
 9. Requests should be submitted to RCP no later than two months prior to the start of the following year to be considered for the following year. Projects will be evaluated on an ongoing basis, and additional funding requests will be evaluated on the basis of justified need, project success to date, and promise of future success. RCP will consider requests for additional funding at any time if an unanticipated opportunity *with exceptional justification* can be demonstrated.
 10. Requests for additional “Supplemental funding” should be made in the format attached as Exhibit C (which may from time to time be updated by RCP) and address the items contained in the attached Exhibit D, including:
 - a. Proposed Base Costs in the following grant year,
 - b. Proposed budget of additional Supplemental funds (above the Base Costs) requested for the following grant year, and
 - c. Budget justification.
 11. Indirect costs will be limited to 10% of the Funds and will be paid by RCP pro rata with each annual installment of the Funds. An institution may not apply its own indirect cost rate to its subawards. The indirect cost rate is Total Direct Costs minus Subcontracts. For example, if the primary institution has \$100,000 in personnel costs, \$50,000 in consultant costs, \$300,000 in other direct costs, and the subawardee \$60,000 in direct cost, the primary institution may only apply its indirect cost rate to the sum of its personnel costs, consultant costs, and other direct costs ($450,000 \times 10\% = \$45,000$ for indirect costs), excluding all direct and indirect costs related to the subawardee. The subawardee may apply its indirect costs accruing to its direct cost such that the subawardee receives \$60,000 for direct cost and \$6,000 for indirect costs ($60,000 \times 10\%$).
 12. Please note, RCP does not adhere to the NIH cap, but rather funds effort allocations of full salaries.
 13. Any overages in excess of this grant will be paid for in full by the Grantee.
 - a. The Grantee will complete the Project using the approved Funds and will have a contingency plan in place to complete the Project as intended, which may be requested by RCP at any time.

Publication and Acknowledgment:

14. The Grantee commits to using its reasonable best efforts to publish the results of the Project in leading academic journals. The Grantee and Principal Investigator(s) agree as soon as practical to prepare findings of the results of the Project for publication in scientific literature (a “Publication”), regardless of whether positive or negative results are obtained, and to obtain all necessary assignments or unrestricted licenses of all copyrights and any other intellectual

property or proprietary rights, and to transfer such rights only as required by specific scientific journals or other outlets of significant stature that license back the rights to Grantee to publish the Publication in open access journals or otherwise to maximize publication, distribution and accessibility throughout the world (“Open Access”). Authorship of results of the Project will be determined in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each Party to the research results being published.

- a. Prior to the submission of any Publication, Grantee agrees to secure all appropriate and necessary consents, authorizations, and other permissions as may be necessary to satisfy state and federal privacy and healthcare laws for the content therein.
15. In addition, the Grantee commits to posting any manuscripts related to the Project on a publicly accessible preprint server (e.g., bioRxiv.org) at the time of first journal submission.
16. The Grantee commits to sharing reviews of submitted manuscripts related to the Project with RCP and other collaborating institutions.
17. RCP will cover expenses for up to three Open Access manuscript submissions in addition to annual Base Costs in the budget, after which the Grantee will seek RCP approval to cover the cost of additional Open Access manuscript submissions.
18. To the extent a Party desires to use the other Party’s name or include material statements about the other Party in any manner, prior written approval of the other Party must be obtained. This includes but is not limited to references on website pages, press or other media releases, social media, research publications, interviews, conference presentations, and expert panels. However, permission is hereby granted by RCP to the Grantee to use RCP’s name solely for the purpose of attributing funding and, further, any reference to the grant and/or research funded by the grant should acknowledge that funding was provided by the “Raynor Cerebellum Project.” In addition, permission is hereby granted by the Grantee to RCP and the Foundation to use its name solely for the purpose of acknowledging that funding was provided to Grantee for this specific Project by RCP.

Reporting & Deliverables:

19. The Grantee will provide RCP with consistent and ongoing status updates for the duration of the Project. Written updates should include:
 - a. In **January, May, and September of each year**, written updates in preparation for Institute Meetings.
 - b. Written responses to site visit questions, including an institution-generated financial expenditure report, in preparation for RCP Site Visits.
 - c. Annual Budget and Supplement Request Template (Exhibit C) and Other Supporting Documentation Template (Exhibit D), submitted **annually by [date]**.
 - d. Previous year’s Budget v. Actual reporting (Exhibit C), upon completion of full project year, as quickly as the Grantee can generate such reports.
20. The Grantee will utilize the patient population set forth in our discussions, specifically:
 - a. **Placeholder for any specifics around recruitment**
21. The Grantee commits to deliver to RCP all deliverables described in Exhibit A no later than at the time of publishing to a pre-print server.

22. **(If an international grant)** [The Grantee shall provide any additional reports that RCP may require in order to satisfy its expenditure responsibility requirements under section 4945(h) of the Code (See Exhibit D as an example).
23. To the extent the Grantee conducts research activities involving human subjects or patients, and/or human biological samples and data (collectively, “Clinical Research”), in connection with the Project, the Grantee will provide RCP with access to all raw de-identified patient data in connection with the Project. Any data from human subjects must be obtained with consent for sharing de-identified data, as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Datasets must include the metadata necessary to understand, assess, and replicate the reported study findings with the caveat that all human data are de-identified. RCP recognizes that some kinds of human data might be excluded because the data allow subject identification even after traditional de-identification. Furthermore, if there is a conflict between the provisions of this Section 23 and any applicable law, regulation, contract, or human subject consent (collectively, “Legal Requirements”), the Legal Requirements govern to the extent necessary to resolve such conflict. Any unauthorized receipt, access, use, or disclosure of the data should be promptly disclosed to RCP (or the applicable data provider).

Confidentiality:

24. The Institute’s gatherings and meetings are intended to provide a confidential forum for grantees to share and discuss recent advancements and ideas arising from and related to their RCP-funded grant projects. All participants in the Institute agree to maintain the confidentiality of any non-public information disclosed to them by RCP or by other participants in connection with the Project (“Confidential Information”). Confidential Information includes, but is not limited to, any pre-publication data or results of RCP grantees whether or not identified as such, and any information identified by RCP or an Institute speaker as being confidential. For clarity, a participant will not be required to keep confidential any information independently developed by or on behalf of such participant without use of or reference to any Confidential Information disclosed by RCP or other participants. Personal data, protected health information, and other sensitive information may not be disclosed in connection with the Institute unless expressly authorized by both RCP and the party who produced the Confidential Information in writing in advance. If such data constitutes protected health information subject federal or state law, as defined by 45 C.F.R. § 160.103 or substantially similar definition, such data shall not be disclosed absent securing an authorization compliant with 45 C.F.R. § 164.508 or other applicable law. Additionally, all Key Personnel and other individuals who attend Institute meetings will be required to acknowledge and agree to this policy prior to participation in meetings. This “Confidentiality” section (Section 24) is subject to the provisions of the “Intellectual Property and Royalty Sharing” section (Sections 25 - 31) below.

Intellectual Property and Royalty Sharing:

25. The Grantee will promptly disclose to RCP all inventions, discoveries, and developments created, developed or contributed to by the Grantee, the Principal Investigator, or the Grantee’s personnel, agents, or contractors, whether or not protectable under patent, copyright, or other intellectual

- property law, arising from the Grantee’s or Principal Investigator’s performance in connection with the Project (collectively, “Project IP”).
26. Title to the Project IP (except as provided in Section 27 below with respect to jointly developed Project IP) shall reside with the Grantee; provided, however, that the Grantee agrees to grant and does hereby grant (and shall cause the Principal Investigator and any of Grantee’s personnel, agents, and contractors, as applicable, to grant) to RCP a non-exclusive, perpetual, worldwide, fully paid-up and royalty-free license to access, reproduce, develop, modify, improve, create derivative works based on and otherwise use the Project IP for academic, research, and other non-commercial purposes and/or purposes in furtherance of RCP’s charitable mission. The foregoing license may be sublicensed by RCP to other grantees of the Foundation involved with RCP.
 27. With respect to any and all patentable Project IP jointly developed by the Grantee and other grantees or agents of the Foundation involved with RCP, ownership shall follow inventorship, and any rights to any such inventions (or other patentable subject matter) shall be determined in accordance with U.S. patent laws.
 28. It is the intention of RCP and the Grantee that the algorithms, models, data, samples, and findings resulting from the Project (subject to permissibility under all applicable law, including privacy and healthcare laws) will be made broadly available to other academic and nonprofit scientists for research purposes on reasonable terms and, wherever possible, via a public repository or other public domain. Without limiting the foregoing, Grantee agrees to provide RCP with access to all datasets generated through the Project that are subject to the RCP Data Sharing Policy attached hereto as Exhibit E.
 29. In addition to and without limiting any of the foregoing, after first publication of the manuscript referenced under the “Publications” section above, the Grantee agrees to and shall grant to any academic, non-commercial, and/or non-profit entity that requests it, a non-exclusive, perpetual, worldwide, fully paid-up and royalty-free license to access, reproduce, develop, modify, improve, create derivative works based on and otherwise use all Project IP solely for scholarly research, academic purposes, and other non-commercial purposes only, including research and development without commercial exploitation for profit of any kind and, in the case of use by a tax-exempt entity, such uses as consistent with such entity’s tax-exempt purpose.
 30. The Grantee will make the Project IP available to the public on commercially reasonable terms, including through commercial licensing upon reasonable terms and conditions or direct access. From the monies (including equity), if any, received from licensing or direct commercializing of any Project IP, RCP and Grantee shall share on terms mutually agreed upon in writing by Grantee and RCP, prior to any such licensing or direct commercializing of the Project IP (including terms appropriately allocating value to the Project IP relative to the totality of the licensed intellectual property); provided, that (i) such terms will provide that RCP will receive a percentage of such monies (including equity) equal to the proportion of funding that RCP has provided for the specific research project that gave rise to such Project IP through grants and awards (such proportion, the “RCP’s Proportion of Project Funding”), and (ii) if Grantee and RCP cannot agree on such terms within 90 days of initiating discussions with respect thereto (or Grantee grants rights in contravention of this Section 30 without first agreeing with RCP), then RCP shall receive 50% of all upfront, milestone, royalty and other compensation received from a licensee or from the direct commercialization of the Project IP (exclusive of compensation that reimburses Grantee for actual costs incurred maintaining patents covering such Project IP). Prior to accepting or utilizing any funding for such specific research project that will impact RCP’s Proportion of

Project Funding, Grantee shall provide written notice to RCP of such funding. Payments shall be made to RCP within 30 days of receipt by Grantee of any payments from a licensee or from direct commercialization. If Grantee receives monies in the form of an equity share or other non-cash property, Grantee shall ensure that RCP receives its proper share of such property, or the value thereof, at the time such non-cash consideration is converted into cash by Grantee.

31. The provisions of this “Intellectual Property and Royalty Sharing” section (Sections 25 - 31) shall survive any termination or expiration of the Project and/or this agreement.

Material Changes:

32. If for any reason during the term of this grant, any of the Key Personnel moves to another institution, RCP, at its sole discretion, shall have the option of redirecting the budgeted portion of all funds allocated to such Key Personnel and the Key Personnel’s lab to the new institution. Otherwise, if such Key Personnel is not available to serve as a Principal Investigator of the Project, as outlined in the Grantee’s proposal, the Grantee will propose a replacement that is acceptable to RCP and if no such mutually acceptable replacement is available, redirect any remaining funds to a mutually agreeable use.
33. Any material changes to the Project must be mutually agreed to by RCP and the Grantee and approved in writing by RCP. For the avoidance of doubt, material changes would include:
- a. Substantial changes in the specific Project aims that were originally proposed,
 - b. Changes (including removal and onboarding) in Key Personnel that were originally proposed to carry out a significant portion of the original goals (namely, principal investigators at the faculty level),
 - c. Any changes in the locations of where the work will be carried out (including relocation of laboratories to a different institute), and
 - d. Any changes (increases or decreases) in allocated effort. Unlike the NIH, RCP will not allow any reduction (or increase) in effort without prior approval.

In other words, the grant funding is approved for the attached proposal, and any substantive deviations or changes to the Project must be agreed to and approved. Should RCP and the Grantee fail to agree on any changes, RCP shall have the right to terminate the grant in which case the Grantee shall, at the request of RCP, promptly return any unexpended and uncommitted grant funds.

Regulatory and Clinical Research Terms:

To the extent the Grantee conducts Clinical Research in connection with the Project, Sections 34 - 38 shall apply to the Project and this agreement.

34. The Grantee shall obtain and maintain or verify all licenses, permits, approvals, degrees, certifications or other authorizations that may be required to perform the Clinical Research activities and shall ensure that the foregoing remain in good standing.
35. The Grantee shall obtain and maintain all appropriate and necessary consents and authorizations from Clinical Research data subjects in order to share identifiable and de-identified data with RCP, for inclusion of the data in the RCP Data Repository, and for providing access to such RCP Data Repository to third parties who are part of the Institute, including but not limited to any

authorization required under 45 C.F.R. § 164.508. Such consents and authorizations shall, at minimum, be sufficient to permit RCP to use and share the data within the Institute in any RCP Data Repository. All consents and authorizations related to the foregoing shall further be subject to Section 38.

36. As between Grantee and RCP, Grantee shall act as sponsor for the study(ies) covered under any Clinical Research activities and shall be identified as such in the relevant study protocols, informed consent and authorization forms, and any required study submissions (e.g., to the U.S. Food and Drug Administration (“FDA”) and an Institutional Review Board (“IRB”)). To the extent that the Clinical Research activities involve the investigation of an FDA regulated medical device or drug product, sponsor shall be defined consistent with 21 C.F.R. § 812.3(n) and 21 C.F.R. § 312.3(b), as applicable. RCP shall not be considered the Clinical Research sponsor and shall have no responsibility for or liability with respect to the Clinical Research activities, including, but not limited to any patient treatment decision, securing appropriate or necessary patient authorizations and consents, or any patient injury, as may be applicable. Grantee shall not represent that RCP is the sponsor of the Clinical Research activities. As applicable, Grantee shall be solely responsible for all medical and treatment decisions or actions taken with respect to patients and nothing herein, nor any suggestion, feedback, or contribution made by RCP, is intended to influence Grantee’s independent medical and scientific judgment. RCP and Institute members may provide input and feedback for the Clinical Research activities, including any study(ies) covered under them. Grantee shall evaluate such input and feedback and determine what changes or modifications, if any, may be appropriate based on such input/feedback. Grantee shall be responsible for approving and implementing such changes or modifications in accordance with all applicable laws.
37. As between the Parties, the Grantee shall be solely responsible for the payment of any medical expenses for Clinical Research participants, patients, and subjects, including any medical expenses related to any participant, patient, or subject injuries or adverse effects. For clarity, this provision shall not be construed to restrict use of the Funds in accordance with the Funds Budget.
38. The Grantee shall further ensure that patients/subjects provide their informed consent for participation in the Clinical Research activities and a HIPAA-compliant authorization so as to permit the acquisition, use, and disclosure of their personal information and data, including any protected health information as that term is defined under 45 C.F.R. § 160.103, as contemplated herein, in the Agreement, and in the Clinical Research proposal. Such consent and authorization includes, without limitation, authority to allow re-contact by the Grantee following the Project for purposes of future research studies. Grantee shall ensure that such informed consents and authorizations enable Grantee to meet the terms set forth herein and in the Agreement and the Clinical Research proposal. Grantee shall retain all informed consent forms and authorizations for six (6) years, or longer if required by applicable law. Grantee shall provide the form of the informed consent form and authorization to RCP within seven (7) business days upon request. If the Grantee is obtaining data from children and obtaining informed consent from their parents, the Grantee is required to also (1) record “assent” from the child as a nod or a verbal yes after a child-friendly explanation of what they are assenting to and (2) re-consent the child within a month of their 18th birthday and inform RCP if this has or has not occurred. If the 18-year-old denies consent, RCP will de-identify their data.

Use of Funds, Legal Venue, & Other Terms:

39. Grantee shall perform the Project using Grantee’s or its affiliates’ employees, agents, vendors, or consultants, under the direction of the Principal Investigator. Grantee shall ensure that the Project

- is performed in accordance with this (i) agreement; (ii) any applicable protocol; (iii) all applicable local, state, and federal laws, ordinances, regulations applicable to Project research, including those related to research and experimentation, the use of human participants, laboratory safety, intellectual property, and conflicts of interest; and (iv) to the extent not inconsistent with the foregoing, Grantee's own standard operating procedures and policies. In addition, Grantee shall comply with all applicable laws, rules, regulations, guidance, standards and orders ("Applicable Laws") of the United States and any state or other jurisdiction that governs the Grantee or its activities in performance of the activities under the Grant.
40. Grantee represents and warrants to, and covenants with, RCP that neither Grantee nor any director, officer, employee, agent or affiliate of the Grantee has been: (a) excluded, debarred or suspended from participation in, or is otherwise ineligible to participate in, any federal healthcare program (as that term is defined in 42 USC § 1320a-7b(f)) or federal procurement or non-procurement programs; (b) debarred by the FDA pursuant to section 21 USC § 335a; (c) deemed by the FDA to be ineligible to receive investigational products, or otherwise appeared on FDA's Disqualification Proceedings database; (d) the subject of any pending action, suit claim, investigation or proceeding that could result in (a)-(c) above; and (e) convicted of a criminal offense that falls within the scope of 42 USC § 1320a-7, 21 USC § 335a, is otherwise related to the provision of healthcare items or services, or may otherwise result in (a)-(c) above, and is not subject to any such pending or threatened action. Additionally, Grantee represents and warrants to, and covenants with, RCP that Grantee has not received an FDA warning, untitled or cyber letter and has not been threatened with or have a pending action related to any action identified in this section. Grantee agrees to promptly inform RCP in writing of any debarment, exclusion, suspension, conviction, or other event addressed in this Section.
 41. To the extent permissible by applicable law, the Grantee shall defend, indemnify, and hold harmless RCP and its officers, directors, employees, members, affiliates, representatives, agents, and assigns from and against any and all losses, costs, damages, liabilities, penalties and expenses (including legal and accounting fees and expenses and costs of investigation and litigation) incurred by any of them arising from or relating to any claim by a third party resulting from the Clinical Research activities including but not limited to Grantee's: (1) breach of this Addendum or the Agreement; or (2) negligence or willful misconduct in connection with the performance of the Project. The foregoing indemnification obligations shall survive any termination of this Addendum or the Agreement.
 42. Grantee shall promptly notify RCP should it receive any communication from a regulatory, governmental, or review (e.g., IRB) authority that may adversely impact the activities under the Agreement and provide RCP with a copy of the same, as well as any follow-up information or communications. The foregoing may be redacted for any Grantee or third party confidential, proprietary, or private information. To the extent practical, Grantee will (i) provide RCP with a reasonable opportunity to review and comment on any responses Grantee intends to communicate to any such authority, and (ii) in good faith consider RCP's suggestions, concerns, or other comments.
 43. RCP may conduct an audit at RCP's expense, including an in-person audit, of Grantee's Clinical Research activities under the Agreement.
 44. Neither Party may assign, subcontract, or otherwise transfer this agreement without the other Party's prior written consent; provided, however, that notwithstanding anything herein to the contrary, RCP, in its sole discretion, may assign any or all of its rights under the Agreement to any other entity that is directly or indirectly controlled by the Foundation upon notice to Grantee.

45. Either Party may terminate the Agreement upon prior written notice in the event that either Party reasonably believes that patients' or subject's rights, welfare, or safety are reasonably likely to be adversely impacted. RCP may terminate the Agreement upon prior written notice if any approvals, including IRB approvals, required for the conduct of the Clinical Research activities are not obtained after having exhausted reasonable best efforts, or if the activities under the Agreement are otherwise put on hold or materially limited by any regulatory or review authority and are not restored after having exhausted reasonable best efforts. In the event either Party terminates the Agreement, Grantee will promptly return any unexpended and uncommitted grant funds to RCP.
46. Those provisions that by their nature are intended to survive termination or expiration of the Agreement shall so survive.
47. As between Grantee and RCP, Grantee hereby assumes all legal and regulatory responsibilities for the Project and the use of its outputs. For avoidance of doubt, RCP shall have no liabilities, obligations, or responsibilities whatsoever with respect to the conduct of the Project or the use of any outputs therefrom.
48. Any legal suit, action, or proceeding relating to this agreement must be instituted in the state or federal courts located in Fort Worth, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. This agreement shall be subject to and governed by the laws of the State of Texas without regard to conflict of law principles.
49. The Grantee is an organization described in Section 501(c)(3) of the United States Internal Revenue Code (the "Code"), is not a private foundation as that term is defined in Section 509(a) of the Code because it is an organization described in Section 509(a)(1) or 509(a)(2) of the Code or is a supporting organization described in Section 509(a)(3) of the Code other than a type 3 nonfunctionally integrated supporting organization, and has received a determination letter from the Internal Revenue Service to such effect.
50. The Funds and any income thereon are to be used solely for the purposes of the Project unless the Grantee receives written consent otherwise from RCP; provided, however, that the Funds must be used exclusively for purposes described in Section 501(c)(3) of the Code. No funds may be spent for any other purpose.
51. **(If an international grant)** [The Funds, including any funds for indirect costs, and any income thereon shall not be used for any of the following purposes: (1) to carry on propaganda, or otherwise to attempt, to influence legislation within the meaning of Section 4945(d)(1) of the Code; (2) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code; (3) to make any grant to an individual or organization which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code; or (4) to undertake any activity which is not charitable within the meaning of Section 501(c)(3) of the Code]
52. Any Funds not expended or committed for the purposes of the Project must be immediately returned to RCP. The Grantee agrees that RCP has standing to enforce the conditions of this agreement, including repayment of diverted or unused funds.
53. Although the Funds need not be physically segregated, the Funds and the income thereon should be accounted for separately on the Grantee's books and records. Records of receipts and expenditures under the Project, as well as copies of reports submitted to RCP, must be kept by the Grantee for at least four years after the payment of the Funds. The Grantee's books and records must be available for RCP's inspection at reasonable times upon reasonable notice.

54. The Grantee shall take reasonable steps to ensure that funds provided by RCP are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organizations.
55. The conditions with respect to the Project set forth in this agreement are intended to satisfy the requirements to which RCP is subject as a private foundation under Chapter 42 of the Code. If additional requirements are deemed to be necessary by RCP to comply with the requirements under Chapter 42 of the Code, the Grantee agrees to comply with any additional requirements.
56. The Foundation and RCP may include information on this Project in its periodic public reports.
57. If any part, term, or provision of this agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provisions held to be illegal or invalid.
58. This agreement constitutes the entire and complete understanding and agreement between the Parties concerning the matters set forth herein and therein. This agreement may not be amended, modified, or supplemented except in a writing signed by each of the Parties or except in email correspondence, provided that such email correspondence clearly expresses the intent of the Parties to amend, modify, or supplement specific provisions of this agreement.

Please sign and return this letter to confirm your agreement to these terms and conditions. Upon receipt of the signed agreement, RCP will send the first installment of funding to your Institution upon receipt of verified wiring instructions.

This brings our total contributions and pledges to **\$XX** since **XX** to **\$XX**.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Bethany Cale
President
Once Upon a Time Foundation and Raynor Cerebellum Project, LLC

Cc:

Approved and Accepted:

XX

By [signature]: _____

Printed name: _____

Title: _____

Date: _____

Acknowledged and Agreed:

PI Name

By [signature]: _____

Printed name: _____

Title: Principal Investigator

Date: _____

Acknowledged and Agreed:

Co-PI Name

By [signature]: _____

Printed name: _____

Title: Co-Principal Investigator

Date: _____



Raynor Cerebellum Project

Exhibit A
The Project

See Attached



Exhibit B

RCP Attendance Policy

1. Key Personnel are required to attend every meeting **in full**.
 - a) We will make it crystal clear for each event what the *official start and end times are*.
 - b) Flights must be scheduled to land at the closest major airport no less than two hours prior to the official start of the meeting. If your flight is delayed, causing you to miss a portion of the meeting even with these parameters, you must inform us.
 - c) We will take attendance at all events. We recently discussed this concept with a number of other very high profile funders, and they all do something similar.
 - d) We will book additional hotel nights, if needed because of lack of departing flights, in order to have you in attendance for the full meeting.
2. The only crystal-clear exception will be in the case of a certified medical emergency for you or your immediate family.
3. The above have been the Once Upon a Time Foundation (OUAT) guidelines for years. However, we recently went to the OUAT Board to ask for one accommodation to this policy to allow some flexibility to our new Grantees. They agreed to the following:
 - a) *Key Personnel will each have **one free pass** every three years*. This pass applies whether you miss even a small portion or all of a meeting.
 - i. We don't want to get into a discussion of what portion is "ok to miss" so we need clearly delineated guidelines. All or none.
 - ii. You will still need to communicate the reason for your absence to RCP and it will go into our records even if the pass is used.
 - iii. If more than one meeting is missed, whether in part or in full, this is a violation of the grant agreement, and your funding will be adjusted downward or possibly terminated. We need to be consistent.
4. Attendance is similarly mandatory per the official grant agreement at the six yearly Zoom calls. They are only 60 minutes long. Please do not be late or leave early.



Raynor Cerebellum Project

Exhibit C
Annual Budget Update and Other Support Document

See Attached

Note, this template is subject to change.

Exhibit D
Other Support Documentation Template

New Other Support Template attached, due December 31 of each year.

Exhibit E
Data Sharing Policy