

VR FOUNDATION GRANT AGREEMENT

GRANT NUMBER: _____

GRANTEE: _____

PRINCIPAL INVESTIGATOR (PI): _____

PROJECT: _____

The VR Foundation (“VRF”) under this Grant Agreement (“the Agreement”) agrees to provide _____ an amount of \$ _____ for a period of _____ starting from _____ subject to the following conditions.

1 Acceptance of Grant

1.1 You must accept the conditions of the grant by signing the Agreement and delivering them to VRF within 30 working days of receiving this document. If you are not the grantee, you are accepting this grant and these conditions on the grantee’s behalf providing legal confirmation of the right to do so.

2 General

2.1 You must carry out the project and spend the grant in accordance with your application which has been reviewed and approved by VRF, and which is bound to the Agreement as an Appendix A, and in accordance with these conditions.

2.2 You must complete the project and submit your progress report(s), if any, and final report in accordance with the schedule outlined in the Appendix B, or such other date(s) as is approved in writing by VRF.

2.3 You must provide any information in relation to the project within 14 days of it being requested in writing by VRF.

2.4 Any court proceedings arising out of or relating to this grant or conditions of grant must not be heard or started in any court other than a court in New York, NY. The grant and conditions of grant will be governed by and construed in accordance with the law for the time being in force in New York, NY.

2.5 Severability: The invalidity or unenforceability of any one or more of the conditions of grant shall not invalidate or render unenforceable the remaining conditions of grant. Any invalid or unenforceable condition shall be severable and all other conditions shall remain in full force and effect.

2.6 Subject to the terms and conditions of this agreement, VRF will make grant payments in accordance with the amounts and timetable set out in Appendix B.

3 Terms of payment

3.1 VRF will fund the grant accordingly to schedule outlined in Appendix B.

3.2 VRF will transfer funds within 3 working days upon receiving from you or confirming by you your full banking details.

3.3 If grant is payable in more than one tranche, each next payment is subjected to approval by VRF, based on the progress report(s) and is due to good performance in accordance with project description outlined in Appendix A.

4 Reports

4.1 You must provide VRF with reports as specified in Appendix B.

4.2 Provided that the Agreement presupposes intermittent progress reports prior payment(s) as specified in Appendix B, intermittent report(s) shall be provided no less 15 days prior to specified payment date(s).

4.3 Final report shall be provided to VRF within 30 days after completion of the grant specified in Appendix B.

4.4 You shall ensure that all reports complies with requirements outlined in Appendix C and are signed on behalf of Grantee by persons authorized to sign them.

4.5 VRF retains the right to request any additional information related to work done within the project besides that included in Progress and Final Report such as experiment details and primary data for the purpose of their evaluation.

5 Intellectual Property

5.1 In this clause, Intellectual Property includes all statutory, legal, equitable and other proprietary rights and interests, including without limit, in copyright, patents, registered and unregistered trademarks, registered designs, circuit layouts, and trade secrets.

5.2 You warrant that in carrying out the project, you will not infringe any Intellectual Property rights.

5.3 You warrant that any report by you will not contain anything that, to your knowledge, is libelous or defamatory.

5.4 All Intellectual Property created as part of the project will be owned by you, and you shall grant to VRF a royalty-free license to use any such Intellectual Property.

5.5 You should notify VRF on your intention to protect any Intellectual Property created as part of the project, and promptly inform VRF about origin of the right of such Intellectual Property, both during period the Agreement is in effect and after the Agreements ends.

5.6 No intellectual property created or acquired as part of the project may be exploited in any way during period the Agreement is in effect and after the Agreements ends, without the prior written consent of VRF, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any license, sale, assignment, materials transfer or other transfer of rights.

5.7 If Grantee does not protect or exploit any such intellectual property in accordance with the jointly agreed strategies and procedures or otherwise to VRF satisfaction, VRF shall have the right, but not a duty, to protect and exploit such intellectual property. Such right shall only be exercised six months after VRF has given the institution notice in writing requiring the institution to protect and exploit such intellectual property, unless VRF reasonably considers such intellectual property rights could be lost and more immediate action is required. You agrees to do, and will ensure that its employees and students do, all acts required to assist VRF in such protection and exploitation.

5.8 Copyright in the reports, documents and any other materials produced with VRF funds will vest in you, and you grant VRF a permanent, irrevocable royalty-free, non-exclusive license to make these reports, documents and any other materials publicly available and to otherwise communicate, reproduce, adapt and publicise them on a non-profit basis. This includes the use and reproduction of photographs for VRF purposes. The final report, entirely or its portion(s), or description of the results expounded in final report, excluding the financial report component, might be made publicly available by the VRF on its description once the grant is acquitted.

6 Privacy

6.1 VRF will not disclose any information that is contained in the reports, documents and materials that you have indicated as confidential and that VRF has agreed not to disclose.

6.2 VRF undertakes not to disclose any personal information that is contained in the reports, documents and materials that you have submitted without your written consent, with the exception of the purpose outlined in Paragraph 6.4.

6.3 VRF will not use any personal information for purposes other than the original purposes for which that personal information was supplied without your written consent, with the exception of the purpose outlined in Paragraph 6.4.

6.4 VRF may disclose information contained in reports, documents and materials you have submitted to a third party for the sole purpose of evaluation of its grants programs. VRF will ensure that any third party agrees to keep all information acquired, material prepared or collected and any findings of the project confidential and not make any information public without VRF's consent.

7 Variation, Transfer and Revocation of Grant

7.1 You must seek and obtain the prior written approval of VRF before varying any of the following:

7.1.1 The nature and purpose of the project;

7.1.2 The way in which the project is to be carried out and completed, as outlined in your application;

7.1.3 The conditions of grant.

7.2 VRF may impose additional conditions on this grant when approving a variation.

7.3 VRF may revoke the grant by notice given to you in writing by VRF if you:

7.3.1 At any time give VRF misleading or false information;

7.3.2 Are, in the opinion of VRF, not carrying out the project with competence and diligence or in conformity with the timetable specified in your application;

7.3.3 Do not comply with the conditions of the grant;

7.3.4 Being an individual, die or no longer able to work in general;

7.3.5 Are declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors;

7.3.6 Being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors;

7.3.7 Being a non-profit company, cease to retain your non-profit status;

7.3.8 Being an organization, cease to operate.

7.4 If VRF revokes the grant:

7.4.1 You must not spend any further grant monies nor commit any such monies for expenditure.

7.4.2. You must, within 7 working days, repay to VRF all grant monies which have not been spent or committed for expenditure at the time you receive the written notification of the revocation and provide a financial report to VRF on the proportion of the grant already spent.

7.4.3 VRF may take steps to recover the whole or any part of the grant, including those parts already spent. This includes any goods or assets acquired using VRF funds.

8 Publications, Promotional Material and Events

8.1 You must acknowledge VRF's assistance on all signs, publications, reports, websites and promotional material relating to the project with the statement, prominently displayed:

This project has been supported by the VR Foundation.

You may seek permission from VRF to vary the wording.

8.2 Whenever appropriate, you must also prominently display the logo of the VRF on all material referred to Paragraph 8.1. VRF staff will provide the logo. You must not use this logo for any other purpose.

8.3 All publications disseminating findings based on the research funded through the grant must be peer reviewed, or given specific permission to publish by VRF, prior to disseminating.

8.4 You agree to provide copies of papers based on the research funded through this grant to VRF, both during the term of the grant and subsequent to the term of the grant.

8.5. You take an obligation to publish at least one scientific paper in a peer-reviewed journal per calendar year of grant duration based on the results, experimental or analytical, obtained in a course of the project. Failure to do so might result in revocation of the grant by VRF.

9 Indemnities

9.1 You will indemnify and keep indemnified VRF from and against all actions, claims, demands and other proceedings that may be made or recovered against VRF, its members or officers, in respect of any damage to property, personal injury or death where the damage, injury or death was caused by any willful, unlawful or negligent act or omission of the grant recipient in relation to the carrying out of the project. VRF will inform you as soon as it becomes aware of any such action, claim, demand or proceeding.

9.2 You will indemnify and keep indemnified VRF from and against all actions, claims, demands and other proceedings that may be made or recovered against VRF, its members or officers, in respect of any violations and non-compliance with local and US regulations.

9.3 You shall be responsible for effecting and maintaining all insurances required under worker's compensation legislation and for taking all other actions requisite as employer of person so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.

10 Warranties

10.1 You warrant that the project shall be carried out in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws and all applicable professional standards, rules and guidelines related to any aspect of the project, applicable in the US and your country.

10.2 VRF expects the highest standards of integrity to be adhered to by the researchers whom it funds. The institution must ensure that it has in place formal written procedures for the investigation of allegations of scientific misconduct

10.3 You warrant that any aspect of the project that involves research using human subjects shall be reviewed and monitored by a research ethics board to ensure compliance with prevailing ethical standards for research.

10.4 You warrant that if the project involves human subjects, you have the capacity to and shall maintain for the period during which the Agreement is in effect the confidentiality of any Personal Information relating to those human subjects in accordance with applicable laws.

10.5 You warrant that if the project involves animals, such research shall be carried out within the applicable local principles of US legislation and complies at all times with all relevant legislation in your country.

11 Special Conditions

11.1 During the term of the grant duration specified in this Agreement, the Principal Investigator may be asked, at the VRF's discretion, to provide the VRF with an expert evaluation of other research grant applications received by the VRF.

11.2 The number of expert evaluations requested from the Principal Investigator by the VRF should not exceed three for each year of the grant duration, or proportionally less if the grant duration is less than one year.

11.3 The Principal Investigator should provide his/her expert opinion on the specific evaluation form provided by the VRF, within the specified time period (usually two weeks) after receiving the form and all materials required to conduct the evaluation.

11.4 In cases where any conflict of interest may be foreseen by the Principal Investigator with regards to the grant application that he/she has been asked to evaluate, he/she should immediately notify the VRF.

11.5 Expert evaluations requested by the VRF, not exceeding the number specified in paragraph 11.2, are to be provided by the Principal Investigator on a pro bono basis.

11.6 The VRF may ask the Principal Investigator to provide, upon his/her agreement, expert evaluations of grant applications received by VRF exceeding the limit specified in paragraph 11.2, or expert evaluations of grant reports funded by VRF. In this case, the VRF will remunerate the Principal Investigator to the amount of \$300 per evaluation, on an annual basis, based on invoices received from the Principal Investigator in the period from January 01 until February 28 of the year following the year in which the consulting services described in this paragraph were rendered.

[SIGNATURE PAGE FOLLOWS]

Execution

SIGNED for and on behalf of the Vitiligo Research Foundation by:

Yan Valle, CEO VRF

(day, month, year)

_____ accepts the conditions in this grant agreement.

(day, month, year)

Notes

1. This agreement should be signed by the Chief Executive Officer or any other person with authority to bind the organization.
2. All correspondence should be addressed to:
 - 2.1 VR Foundation,
1, Penn Plaza, suite 6205
New York, NY 10119 USA
Toll-free +1-855-966-3555
E-mail: grants@vrfoundation.org

2.2 _____

APPENDIX A
to VITILIGO RESEARCH FOUNDATION GRANT AGREEMENT

GRANT APPLICATION

GRANT NUMBER: _____

GRANTEE: _____

PRINCIPAL INVESTIGATOR (PI): _____

PROJECT: _____

[Original Approved Grant Proposal]

APPENDIX B
to VR FOUNDATION GRANT AGREEMENT

GRANT SCHEDULE

GRANT NUMBER: _____
GRANTEE: _____
PRINCIPAL INVESTIGATOR (PI): _____
PROJECT: _____

Project start date: _____
Project end date: _____

Project schedule

Key interim result description <i>(insert row(s) between Progress Reports if necessary)</i>	Result's timing*	Progress report number	Report due date
[Brief description of expected results]	...	1	[Date]
[Brief description of expected results]	[Date]

* as months after project start date

Final Report

Final report should be submitted to VRF no later than 30 days after project end date (the due date is [Date]).

Financial schedule

Activity	Due date	Comments
Payment 1	[Date]	[Amount] Terms of payment a) due date, within 3 working days upon receiving from you your full banking details for wire transfer
Payment ...	[Date]	[Amount] Terms of payment: a) subjected to conditions of good performance based on the Progress Report ...; b) due date, 15 days after receipt of satisfactory Progress Report ... or within 3 working days upon confirming by you your full banking details for wire transfer, whichever later; c) at least one manuscript on the project subject published in a peer-reviewed journal (if due date is 1 or 2 calendar years from the project start date).

APPENDIX C

to VR FOUNDATION GRANT AGREEMENT

REPORT REQUIREMENTS

Please provide Progress Reports and Final Report on the VRF Grant in accordance with the guidance below.

Please submit report written in English in electronic form as an Adobe Acrobat document (pdf file extension). We require to strictly following page limits wherever they are indicated.

Section 1. General information

Please specify the following.

- Grant number
- Grantee (Organization name)
- Principal investigator name
- Project title
- Project start date
- Project end date
- Type of report (Progress Report 1, 2, ... or Final Report)
- Funds received from VRF since project beginning
- Funds received from VRF since previous Progress Report, if any

Section 2. Scientific report

2.1 Provide scientific summary of the project, including background, hypothesis, specific goals, expected results and their impact on the solution of vitiligo problem.

Limit to ½ page.

2.2 Provide summary of the project for lay readers.

Limit to ½ page.

2.3 Provide a short summary of the report for the work done, including short description of the work done, key results obtained, their impact on the whole project (for Progress Report) or on the solution of vitiligo problem and future research directions (for Final Report).

Limit to 1 page.

For Progress Report:

2.3 Provide description of the work done and results obtained before the current reporting period (i.e. since the previous progress report), if applicable.

Limit to 1 page.

2.4. Describe the work done and results obtained in the current reporting period, with evaluation of their compliance with the expected results outlined in the initial proposal. Include brief description of experimental procedures used. Include figures, tables, etc. to illustrate results on which conclusions are drawn (provide on separate pages not to be included in page limits specified below). If required, provide appropriate references (on separate pages not to be included in page limits specified below).

Limit to 5 pages.

2.5 Evaluate the progress achieved by the time of reporting from the point of reaching aims of the project.

Limit to 1 page.

For Final Report:

2.3 Provide description of the work done and results obtained in frame of the project. Include brief description of experimental procedures used. Include figures, tables, etc. to illustrate results on which conclusions are drawn (provide on separate pages not to be included in page limits specified below). If required, provide appropriate references (on separate pages not to be included in page limits specified below).

Limit to 6 pages.

2.4 Describe, how results of the project will affect solution of vitiligo problem. Describe an impact on understanding of vitiligo pathogenesis, drug, therapy and/or accompanying diagnostic tool development for vitiligo patients.

Limit to 2 pages.

Section 3. Publications, Promotional Material and Events

Provide information on any signs, publications, reports, websites and promotional material relating to the project emerged since the project start date.

Provide information how requirements of Paragraph 8.1 of the VR Foundation Grant Agreement has been fulfilled.

In case of printed publication, please attach copy of it.

Section 4. Intellectual Property

Please describe any Intellectual Property as it is defined in Paragraph 5.1 of the VR Foundation Grant Agreement created as part of the project by the time of reporting since the project start date. If no Intellectual Property has been created, state this.

Section 5. Signature

Provide a signature on the report accordingly to Paragraph 4.4 of the VR Foundation Grant Agreement.