

SYNGAP RESEARCH FUND

Collaboration. Transparency. Urgency.



Note: This copy has been revised for public display, the summary page with phone and emails has been removed and the detailed research plan in Appendix A has been removed at the request of the team. An overview of the project can be found at <https://syngapresearchfund.com/19-2-overview>

SRF Grant 19/2

Checks to: Scripps Research Institute

Address:
130 Scripps Way
Jupiter, FL 33458

Section 1: Terms and Conditions

RECITALS

- A. Foundation and Scripps Florida are interested in pursuing research in the area of “human neuron dysfunction associated with disease-causing SYNGAP1 variants” pursuant to the Training Program described in Appendix A to this Agreement (the “Training Program”).
- B. Foundation desires to partner with Scripps Florida in connection with the Training Program by a Research Fellowship Training Award (“Award”) for a postdoctoral trainee, as further defined below (the “Trainee”) to conduct the research required under the Training Program in a Scripps Florida laboratory.
- C. Scripps Florida desires to obtain certain rights to patents and technology resulting from the Trainee’s research.
- D. Foundation is willing to provide funding in support of the Award, and to grant certain rights to patents and technology that result from research that Trainee performs.

In consideration of the mutual covenants and promises herein contained, the Foundation and Scripps Florida agree as follows:

PERIOD OF PERFORMANCE

This Agreement shall be effective as of 02/01/2019 (the "Effective Date") through and including 01/31/2022 (the "Term"). The parties may extend this Agreement for a mutually agreeable period, upon written request and agreement.

TRAINING PROGRAM

- a. Scripps Florida will use its own facilities and its reasonable efforts to conduct the Training Program, which shall be conducted by the Trainee under the direction of a Scripps Florida Principal Investigator (“PI”).
- b. Foundation understands that Scripps Florida's primary mission is education and advancement of knowledge and the Training Program will be designed to carry out that mission. The manner of performance of the Training Program shall be determined solely by the PI supervising the Trainee. Scripps Florida does not guarantee specific results.
- c. Foundation understands that Scripps Florida may be involved in similar research through other researchers on behalf of itself and others. Scripps Florida shall be free to continue such research provided that it is conducted separately and by different investigators from the Training Program, and Foundation shall not gain any rights via this Agreement to other research.

- d. Scripps Florida does not guarantee that any intellectual property will result from the Training Program, that any resulting intellectual property will be free of dominance by other's rights, including rights based on inventions made by other inventors independently of the Training Program.

DEFINITIONS

“Authorized Organizational Representative” means a person with authority to enter into, administer, and/or terminate awards and make related determinations and findings under the Award.

“Trainee” shall have the meaning ascribed to it in the Recitals and shall be an individual identified as an Early-Career Research Trainee who is 5 years or less from the date on which they received their doctorate and is under the mentorship of a Scripps Florida Principal Investigator (PI).

“Mentor” shall mean the individual identified as the Institutional Mentor. The Mentor is a senior-level, independent researcher at Scripps Florida.

“Training Program” shall mean the independent training and research activities undertaken within the scope of the Specific Aims as described in Appendix A.

GRANT AWARD AMOUNT AND PAYMENTS

Funds in the amount of \$205,500 are allocated to this Agreement as provided on the Budget in Appendix B, and will be disbursed in three equal yearly payments. The first payment will occur within thirty (30) days after the agreement has been fully signed and executed. Subsequent payments will occur within (30) days of the first and second anniversary of the Effective Date, respectively, provided that disbursement of subsequent payments will be contingent on Foundation’s receipt of a satisfactory written progress report (as more specifically described below) from Trainee as accomplished through the Specific Aims that are clearly defined in Appendix A to this Agreement. Grantee may charge to the Award only allowable costs resulting from obligations incurred during the term of the Agreement. The Grantee must return any unexpended funds within ninety (90) days of the conclusion of the term of the Agreement.

USE OF GRANT FUNDS

Grantee shall use no more than \$5000/year of the Award funds for research-related expenses, including equipment purchases, professional travel, professional development courses, trainee support, Trainee salary, or any other costs directly related to the Trainee’s research. Use of Award funds (i) for research-related expenses that exceed \$5,000 in one (1) year, and (ii) for types of expenses other than those research-related expenses listed above will require advance written approval from the Foundation. The research shall be conducted by the Trainee as described in the Training Program, Appendix A, incorporated herein.

The Mentor shall meet with the Trainee at least twice a month to provide guidance and advice on professional development and career topics including, but not limited to, work/life balance, time and project management, promotion and tenure, teaching and mentorship, committee and other professional service, community engagement and outreach, leadership development, and lab and research management. Trainee expenditures of funds under this Agreement shall be conducted consistent with the cost accounting principles found in 2 CFR Part 200, consistent with Grantee compliance with other federally funded traineeships, as it may be revised from time to time. None of the Award funds may be spent on institutional overhead or indirect charges.

Grantee acknowledges that Foundation and its representatives have made no actual or implied promise of funding except for the amounts currently obligated by this Agreement and then only in accordance with the terms and conditions of this Agreement.

TRAINEE AND MENTOR

Performance of the subject work under this Agreement shall be under the technical direction of the individual identified as the Mentor in the Fellowship Summary. The Agreement is intended solely to fund the research described in the Training Program and as conducted by the Trainee. Grantee must notify Foundation within ninety (90) days if the person identified in the original application as the Mentor changes. Foundation's approval must be obtained prior to any change in the person named as the Mentor or Trainee. If the Trainee moves to a different institution before the expiration of the Term, the Grantee must notify Foundation within ninety (90) days before the Trainee is expected to transition to the new institution. Foundation will review this request and will determine if the unexpended funds up to the date of the request should be returned to Foundation or may be transferred to the new institution. Approvals to transfer the unexpended balance will be made only under extraordinary circumstances.

REPORTING

Trainee shall provide yearly written progress reports to the Foundation Program Officer during the Term of this Agreement, which such progress reports shall inform Foundation on activities being carried out under the Award, including, but not limited to, project accomplishments to date and a detailed accounting of Award expenditures to date. Yearly written progress reports shall be provided to Foundation on or within thirty (30) days prior to the first, second and third anniversaries of the Effective Date of this Agreement. The yearly progress reports will be used to evaluate progress toward the completion of the Specific Aims stated on Appendix A to this Agreement.

In addition to the foregoing, within thirty (30) days after completion of the Training Program, Trainee shall provide in writing a Final Traineeship Report. The Final Traineeship Report shall address the original objectives of the project as identified in the Training Program, describe any changes in objectives, describe the final Traineeship accomplishments and include a final project accounting of all funds. The Grantee understands and agrees that Foundation may make the Final Traineeship Report available to the public.

Within one year after the termination of the Agreement, Trainee shall notify Foundation about any publications resulting from or follow-up work and, where applicable, where data generated with the award were deposited or archived.

INTELLECTUAL PROPERTY

Copyrights:

The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this Agreement shall be owned by the Grantee. Grantee grants Foundation an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement solely for the purpose of and only to the extent required to meet Foundation's charitable purposes. All such copyrighted works shall include a formal acknowledgement of Foundation funding under this Agreement. Trainee shall provide at least one hard copy and an electronic copy of each such copyrighted work to Foundation. Foundation encourages the Trainee to publish and disseminate any such copyrighted works.

Patents:

The Grantee will have the right to elect title to the patent rights in inventions resulting from work under this Agreement. With respect to any intellectual property that Trainee creates, develops, conceives, or reduces to practice, independently or jointly with others, under this Agreement and to which the Foundation does not have ownership rights, Grantee hereby grants to Foundation a worldwide, perpetual, paid-up, royalty-free, irrevocable, non-exclusive license for noncommercial research and education applications of such intellectual property, and all applications required to meet Foundation's charitable obligations.

Data:

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the Grantee shall retain all rights in said data but shall provide timely and unrestricted access to the data to Foundation.

All materials generated from the Training Program (i.e. iPSC lines) will be openly shared with the scientific community, including at the direction and request of the Foundation.

WORK INVOLVING HUMAN OR VERTEBRATE ANIMALS

Grantee agrees that any non-exempt human, stem cell, and/or vertebrate animal research protocol conducted under this Agreement shall be reviewed and approved by its respective Institutional Review Board (IRB), Embryonic Stem Cell Oversight

Committee (ESCRO) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Agreement involving human and/or vertebrate animal research. Grantee certifies that its IRB, ESCRO, and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Grantee certifies that any submitted IRB, ESCRO, and/or IACUC approval represents a valid, approved protocol that is entirely consistent with the Training Program associated with this Award. In no event shall Grantee invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB, ESCRO, and/or IACUC approval is not properly in place.

CONFIDENTIALITY

The parties agree that during the performance of this Agreement, each party may disclose to the other party its confidential or proprietary information (“Confidential Information”). Confidential Information shall include (a) information that is marked in writing as “Confidential” or “Proprietary”, (b) information that is disclosed orally but is confirmed in writing as “Confidential” or “Proprietary” within thirty (30) days of such disclosure, and/or (c) information which, given the circumstances surrounding such disclosure, would reasonably be considered confidential or proprietary by the parties, whether or not it is marked or confirmed as “Confidential” or “Proprietary”. The parties will use reasonable efforts to mark its respective confidential disclosures to the other party in the manner described in sub-clauses (a) or (b) above, but the failure to do so shall not prevent the information disclosed from being deemed Confidential Information if the circumstances set forth in sub-clause (c) above are satisfied. Each party shall preserve and maintain the secrecy of the other party’s Confidential Information to the same extent it maintains its own Confidential Information, but with no less than a reasonable degree of care. In addition, each party shall not disclose, distribute or otherwise transfer the other party’s Confidential Information, or any part thereof, to any third party at any time without the other party’s prior written consent. Each party has the right to disclose the Confidential Information of the other party only to its employees who have a specific need to know in order to perform that party’s obligations hereunder. Each party shall use the other party’s Confidential Information only to properly fulfill its obligations hereunder, and not for any other purpose. Upon request, each party shall promptly return to the other party the originals and all copies of the other party’s Confidential Information, except that a receiving party may retain one (1) archival copy of such information for purposes of enforcement of this Agreement.

These obligations and restrictions shall not apply to any Confidential Information that falls within any of the following exceptions, provided the receiving party produces credible written evidence to establish that such information: (i) is or becomes part of the public domain without breach of this Agreement by a receiving party; (ii) is lawfully in the possession of a receiving party prior to receiving it from the disclosing party; or (iii) is properly received from a third party who is not under any obligation to maintain the confidentiality of such information, and without breach of this Agreement by a receiving party.

Confidential Information shall not be deemed to be within any of the foregoing exceptions merely because it is (a) embraced by more general information in the public domain or the receiving party's possession; (b) a combination which can be pieced together to reconstruct the Confidential Information from multiple sources none of which shows the entire combination, its principle of operation or method of use; or (c) a selection of information in the public domain or the receiving party's possession.

If Confidential Information is required to be disclosed by law or by an order or notice from a court or regulatory agency, the party receiving such notice shall (i) promptly send a copy of the notice to the other party; (ii) cooperate with the other party if the other party wishes to object or condition such disclosure through a protective order or otherwise; and (iii) limit the extent of such disclosure to the minimum required to comply with the notice and will use reasonable efforts to seek confidential treatment (i.e., filing "under seal") for that disclosure. The confidentiality and non-use obligations under this Agreement shall expire five (5) years from the date of disclosure.

USE OF NAME/NONENDORSEMENT

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

It is expressly agreed and understood by the Parties that this Agreement shall not constitute an endorsement by Foundation of any entity, organization, company, or individual. Further, the products, actions, behavior, or conduct of any entity, organization, company, or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by Foundation.

EXCUSABLE DELAYS

In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of Grantee, Trainee shall be excused from performance hereunder for the period or periods of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. In the event of any such delay, subject to mutual agreement between Foundation and Grantee, this Agreement may be revised by changing the value of this Agreement, performance period, and/or other provisions, as may be appropriate.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this Agreement, the Grantee Authorized Official certifies, to the best of his/her knowledge and belief that neither the Grantee nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

EXPORT CONTROLS

Each Party is responsible for determining whether its performance is subject to, and in compliance with, U.S. export control laws and regulations (“U.S. Export Controls”), including but not limited to the Export Administration Regulations - EAR (Department of Commerce), the International Traffic in Arms Regulations - ITAR (Department of State), the sanctions programs embodied in regulations administered by the Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. anti-boycott laws and regulations (EAA) and U.S. anti-terrorism financing laws and regulations.

FAILURE TO PERFORM

In the event of delay in performance by Trainee as required in the Statement of Work and reporting requirements, Foundation reserves the right to provide written notice to Grantee requesting an explanation for the delay, and reserves the right to terminate the Agreement in the absence of adequate performance.

TERMINATION

This Agreement may be terminated in whole or in accordance with the following:

1. Immediately, if Grantee and/or Trainee materially fails to comply with the terms and conditions of this Agreement, or
2. Foundation may terminate this Agreement without cause upon 30 business day’s written notice of the intent to do so, and such action shall in no event be deemed a breach of contract.

In the event that this Agreement is so terminated, any Award funds that have not been spent will be returned to Foundation, other than those funds required to satisfy reasonable costs incurred and non-cancelable obligations made by Grantee. In addition, upon such termination, Foundation shall have no further payment obligations under the Agreement.

FOREIGN CORRUPT PRACTICES

Grantee agrees to use funds in compliance with the U.S. Foreign Corrupt Practices Act; Grantee agrees that, under this Agreement, it will not offer, promise, or provide (or authorize the offer, promise, or provision of), directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any other third party, for the purpose of obtaining or retaining business or obtaining any illegal benefit or advantage.

INDEMNITY

Grantee hereby agrees to indemnify, defend (by counsel reasonably acceptable to Foundation) and hold harmless Foundation and any parent, subsidiary or other affiliated entity of Foundation and their trustees, directors, officers, employees, scientists, agents, successors, assigns and other representatives (collectively, the "Foundation Indemnitees") from and against all claims, suits, actions, damages, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees and costs incurred by the Foundation Indemnitees, whether or not a lawsuit or other proceeding is filed (collectively "Claim"), that arise out of or relate to Grantee's and/or Trainee's grossly negligent or willful acts or omissions in performance of this Agreement, except to the extent that such claims or liabilities arise from the gross negligence or willful action or inaction of Foundation. Grantee shall not enter into any settlement of such Claims that imposes any obligation on Foundation, that does not unconditionally release Foundation from all liability or that would have an adverse effect on Foundation's reputation or business without Foundation's prior written consent, which shall not be unreasonably withheld. Notwithstanding the above, Foundation Indemnitees, at their expense, shall have the right to retain separate independent counsel to assist in defending any such Claims. Any Foundation Indemnitee seeking indemnification shall provide notice to Grantee within ten (10) days of receipt of notice of a Claim, and each Foundation Indemnitee shall assist and cooperate fully with the indemnifying party in any defense proceedings. In the event Foundation Indemnitees have provided timely notice and Grantee fails to indemnify and defend such Claims and/or pay Foundation Indemnitees' expenses as provided above, Foundation Indemnitees shall have the right to defend themselves, and in that case, Grantee shall reimburse Foundation Indemnitees for reasonable attorney's fees, costs and damages incurred in settling or defending such Claims. This indemnity provision shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, special, incidental, consequential or exemplary damages or expenses, whether foreseeable or not, that are in any way related to this Agreement, the breach hereof, loss of goodwill or profits, lost business however characterized and/or from any other cause whatsoever. The foregoing exclusions and limitations shall apply to all claims and actions of any kind and on any theory of liability, whether based on contract, tort (including without limitation negligence or strict liability), or any other grounds, and regardless of whether either party has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. The parties further agree that each warranty disclaimer, exclusion of damages or other limitation of liability herein is intended to be severable and independent of the other provisions since they each represent separate elements of risk allocation between the parties. Except for Grantee's indemnification obligation as described herein, in no event shall Grantee's liability exceed the amount paid to Grantee by Foundation.

MISCELLANEOUS

In the event a dispute arises regarding the Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, in addition to other relief to which it is

entitled. Grantee has no right to assign or otherwise transfer, in whole or in part, any of the rights or obligations under this Agreement without the express written consent of Foundation. The Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument. Each party warrants that the individual signing the Agreement for that party has the authority to enter into this Agreement on behalf of that party.

SURVIVAL

Any term or condition of this Agreement, which, by its nature, extends beyond the term of this Agreement, shall survive any termination of this Agreement.

SEVERABILITY

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, and the stricken provision shall be revised in a manner that best reflects the original intent of the parties.

WARRANTY DISCLAIMER

Foundation disclaims any and all express, implied or statutory warranties regarding any biological or chemical materials or other data that it provides to Grantee or any other matter, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third party rights or arising out of course of conduct or trade custom or usage.

COMPLIANCE WITH LAWS

Grantee, Mentor, and Trainee shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the project activities specified in this Agreement. Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation, or disability in any manner prohibited by law, nor shall Grantee, Mentor, and Trainee engage in or permit sexual harassment of any person in any manner prohibited by law.

ANTI-TERRORISM

U.S. Executive Orders and laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and laws in its own activities.

RECORDS AND AUDIT REQUIREMENTS

Grantee shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three (3) years after the termination of this Agreement. Grantee agrees to give Foundation or its authorized representatives access to these records and other pertinent books, documents, papers or other records in order to conduct audits. Award closeout does not alter these requirements.

SUB-AWARDING AND ASSIGNMENTS

No portion of this Agreement or the Award may be sub-awarded, assigned, or otherwise disposed of, unless specifically authorized in writing by Foundation.

GRANTEE REPRESENTATIONS

Grantee represents and warrants that it has all the requisite power and authority to execute, deliver, and perform this Agreement and that this Agreement has been duly and validly executed and delivered by each Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

ENTIRE AGREEMENT

The Agreement constitutes the entire funding agreement between the parties regarding the subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter, and does not create an employment, partnership, joint venture, or agency relationship. The Agreement can only be amended by a writing signed by both parties.

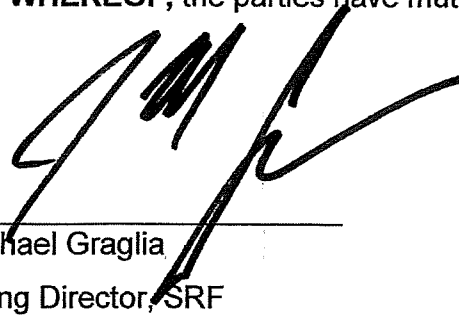
DISPUTES

The Parties shall attempt to resolve any disputes arising out of or related to this Agreement by mutual agreement. The Parties agree that any disputes that are not so resolved shall first be subject to resolution by the President of Foundation.

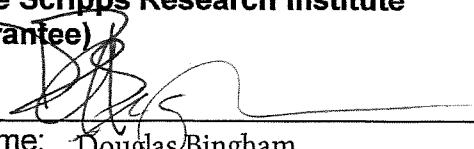
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IN WITNESS WHEREOF, the parties have mutually executed this Agreement below:

**Foundation:
(Grantor)**

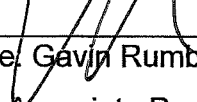
By 
Name: J. Michael Graglia
Title: Managing Director, SRF
Date: 27 December 2018

**The Scripps Research Institute
(Grantee)**

By 
Name: Douglas Bingham
Title: Executive Vice President, Scripps Florida,
Operations
Date: December 28, 2018

Grantee Principal Investigator:

I have read this Agreement and understand my obligations as Mentor:

By 
Name: Gavin Rumbaugh, Ph.D.
Title: Associate Professor of Neuroscience
Date: December 29, 2018

Appendix B: Budget

Foundation shall pay to Grantee a total amount of two-hundred five-thousand five-hundred dollars (\$205,500) in accordance with the following budget:

	Costs of Training Program	Related Expenses	Total
Year 1	\$ 63,500.00	\$ 5,000.00	\$ 68,500.00
Year 2	\$ 63,500.00	\$ 5,000.00	\$ 68,500.00
Year 3	\$ 63,500.00	\$ 5,000.00	\$ 68,500.00
			Project Total
			\$ 205,500.00
Notes:			