

GRANT ID GRANT AGREEMENT

This Grant Agreement (this “Agreement”) is made by and between Morris Animal Foundation, a Colorado non-profit corporation with an address at 720 South Colorado Boulevard, Suite 174A, Denver, Colorado 80246 (“Foundation”), and Organization Name, an organization with its principal place of business at Organization Address (“Recipient”), and is effective as of the date of the last signature set forth on the signature page (the “Effective Date”). Foundation and Recipient may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Foundation is organized and exists for the purpose, among others, of establishing grants to institutions engaged or to be engaged in research in the field of animal health and welfare.

WHEREAS, the Recipient desires to undertake a study entitled, “Project Title” (the “Study”) as described in the grant proposal provided by the Recipient, attached hereto as Exhibit A (the “Grant Proposal”).

WHEREAS, the Study is to be carried out by the Recipient and any collaborating Recipients named in the Grant Proposal or otherwise approved by the Foundation, in accordance with the Foundation’s Health Study Policy, attached hereto as Exhibit B (the “Health Study Policy”) and with the approval of the Recipient’s animal care and use (humane) committee or equivalent thereto (“IACUC”). The Study will be conducted under the supervision of Mentor Name (the “Mentor”), who will coordinate the work of Fellow Name (the “Fellow”), and all other investigators designated in the Grant Proposal.

WHEREAS, the Foundation desires to establish a grant to the Recipient in support of such Study upon the terms and conditions detailed in this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. Research. The Recipient agrees to carry out the Study as described in the Grant Proposal. The Recipient shall not, without the prior written approval of the Foundation: (i) make any change to the Study including the objectives or protocols described for the Study, (ii) remove or substitute the named Fellow, Mentor, co-investigators, or any other named experts or participants in the Grant Proposal, or (iii) make any change to the budget as set forth in the Grant Proposal that exceeds fifteen percent (15%) of the applicable budget category and/or ten percent (10%) of the Grant Amount (as defined below). If applicable, any approved changes to the Study or the Grant Proposal shall be attached hereto as Exhibit C.

2. Grant. The Foundation agrees to pay to the Recipient the grant amount set forth in Exhibit D attached hereto (the "Grant Amount") in accordance with the payment schedule provided therein. The final installment of the Grant Amount will be paid upon delivery by the Recipient of a comprehensive final detailed report on the Study which is to the satisfaction of the Foundation (the "Final Report"), which such Final Report will in no event be delivered later than one (1) year from the end date identified in Exhibit D (the "End Date"), including any no-cost extensions thereof, otherwise the Recipient shall forfeit its right to collect the final installment of the Grant Amount. For clarity, approval of the Final Report will not be withheld based on scientific differences between the Recipient and the Foundation in the interpretation of the results or conclusions of the Study. It is mutually understood and agreed that the payment of the Grant Amount as set forth in Exhibit D, is conditioned on the conduct of the Study by the Recipient with due diligence so as to achieve the greatest possible progress consistent with the nature of the work.

3. Study Deadlines. The Study commences on the commencement date identified in Exhibit D (the "Study Commencement Date") and ends on the End Date unless otherwise set forth in this Agreement. Detailed summaries of all data, inventions, information, findings, and material resulting in whole or in part from the Study shall be submitted to the Foundation as part of the progress reports as set forth in Exhibit D and the Final Report, and at any time upon request by the Foundation, with reasonable advanced notice. All written progress reports shall be made and delivered to the Foundation in accordance with the schedule set forth in Exhibit D, unless otherwise approved by the Foundation in writing. Failure to submit progress reports or the Final Report in accordance with this Section will result in withholding of funds and may result in termination of this Agreement in accordance with Section 14a. Without limiting the foregoing, a final accounting report shall be submitted to the Foundation within four months following the End Date as identified in Exhibit D, or four (4) months following any approved extensions to the End Date. Funds remaining in excess of fifty U.S. Dollars (\$50.00) shall be returned to the Foundation.

4. Study Personnel. Professional, clerical and other personnel necessary for the effective completion of the Study (collectively, "Study Personnel") shall at all times be employed or contracted by the Recipient to perform the Study in accordance with the Grant Proposal. The Recipient shall ensure all Study Personnel comply with the terms and conditions of this Agreement. The Recipient shall promptly notify the Foundation in advance of any changes in key Study Personnel, including the Fellow, Mentor, co-investigators and any collaborating investigators from other Recipients, as identified in the Grant Proposal. Any key Study Personnel changes not approved in advance and in writing by the Foundation may result in termination of this Agreement in accordance with Section 14a and forfeiture of any future installments of the Grant Amount under this Agreement.

5. Additional Responsibilities of the Fellow. The Fellow, Mentor, or other co-investigator will, upon invitation, and availability, participate in the Foundation's annual conference and any other annual conferences of the Foundation during the term of this Agreement. The Foundation will be responsible for any pre-approved travel expenses associated with attending such conferences. If applicable, upon Foundation's request, the Fellow shall write an acknowledgement letter to each Donor (as defined in Section 9 below) to acknowledge its support of the Study. The Foundation shall have the right to withhold funds under the Grant Amount and may terminate this Agreement in accordance with Section 14a in the event that the Fellow fails to comply with the terms of this Section 5.

6. Accuracy of Testing. The Recipient shall perform the Study in a good scientific manner. The Recipient shall use reasonable efforts to ensure all data and test results generated by the Recipient from the Study are accurate and all data and test results from any outside sources included, referenced, or relied upon, in the Study are accurate and to the Recipient's knowledge, do not infringe upon any intellectual property rights of any third party.

7. Study Records. The Recipient shall ensure that the Study Personnel shall maintain complete and accurate Study records, including but not limited to, data, lab reports, data analysis in accordance with applicable laws and regulations. The complete original records will be kept on file by the Recipient, and copies of all records will be furnished to the Foundation upon request of the Foundation for a minimum of three (3) years from completion of the project. The Foundation retains the right to audit or have audited the original Study records with reasonable prior notice to the Recipient. Officers and designated representatives of the Foundation agree to consult with the officials of the Recipient and Study Personnel, on request, on any phases of the Study. The Recipient agrees that all the information obtained by it through the performance of the Study will be available to representatives of the Foundation at any reasonable time during the normal business hours of the Recipient.

8. Fiscal Records. The Recipient agrees to separately account for all funds received from the Foundation under this Agreement and put forth reasonable efforts to ensure that all fiscal records related to the Study shall withstand formal independent audit and will be kept and made available for a minimum of three (3) years from completion of the project. For example, all expense records and accounts, including, but not limited to, travel expenses, material purchases, in-kind services, and personnel distributions, must be supported by itemized invoices, reports and records.

9. Confidentiality. Neither Party shall disclose nor use the Confidential Information of the other Party except as expressly authorized in this Agreement for the Term and for five (5) years thereafter, and each Party shall use reasonable efforts to prevent the unauthorized disclosure or use of the other Party's Confidential Information. For the purpose of this Agreement, "Confidential Information" shall mean any information disclosed by either Party to the other that is of a proprietary or confidential nature excluding any information that: (i) is in the receiving Party's rightful possession without restriction at the time of disclosure thereof as demonstrated by written records; (ii) is or later becomes part of the public domain through no fault of the receiving Party; (iii) is received without restriction from a third party having no obligations of confidentiality to the disclosing Party; or (iv) is developed independently by the receiving Party without access to the disclosing Party's Confidential Information as demonstrated by contemporaneous written records. Such Confidential Information shall be

disclosed to either Party in writing and clearly marked as confidential, or if disclosed orally or in other than documentary form shall be reduced to writing and marked appropriately thirty (30) days thereafter. Information which is not in oral or written form shall be designated in writing as confidential within thirty (30) days after disclosure. Notwithstanding anything to the contrary: (a) a Party may disclose the Confidential Information of the other Party to the extent such disclosure is required by law or regulation; provided that the Party subject to such disclosure requirement provides prompt written notice to the other Party to enable such other Party to pursue any legally available remedies; and (b) if the Study is sponsored by any outside agency, corporation, or individual (each, a “Donor”) through the Foundation, the Foundation may provide copies of all progress reports, abstracts, proposals and the Final Report to any such Donors; provided that each Donor is bound by confidentiality obligations similar to those of this Agreement.

10. Inventions.

a. Inventions. Subject to Section 10.c below, the Foundation and the Recipient agree that the Recipient shall own all rights (including intellectual property rights) to all inventions that are conceived or generated by the Recipient or on behalf of the Recipient (including by subcontractors) in the performance of the Study, whether patentable or unpatentable (collectively, the “Inventions”). The Recipient shall cause all Study Personnel who are employed by the Recipient, including the Fellow, Mentor, and co-investigators, to assign in writing all rights, title, and interest in all Inventions to the Recipient. Fellow and/or Mentor shall promptly report to Recipient’s technology transfer office or an equivalent office responsible for intellectual property generated by Recipient (“Technology Transfer Office”) all Inventions, and shall thereafter provide annual reports to Recipient’s Technology Transfer Office of all material developments and activities relating to such Inventions. Subsequent to the Technology Transfer Office receiving any report or information relevant to the Study from Fellow and/or Mentor, Recipient shall promptly report to Foundation all Inventions disclosed by Fellow and/or Mentor, within sixty (60) days of the date such Invention is conceived or reduced to practice. It is expressly understood that, in the event that any Inventions are developed using any funding from any agency of the United States government, the government may have rights to those Inventions, or the Recipient may have obligations, under 35 U.S.C. §§ 200–212 and applicable governmental regulations. If those government rights or obligations conflict with any rights or interests contained within this Agreement, the government rights, interests and obligations shall supersede.

b. License. Recipient hereby grants Foundation a nonexclusive, worldwide, irrevocable, fully paid-up license under the Inventions for all non-commercial uses consistent with Foundation’s mission of advancing animal health and welfare.

c. Patent Applications. Recipient has the right to determine whether to pursue or maintain any patent applications or patent for any Invention and what, if any, actions shall be taken to exploit the Inventions. In making such determinations, Recipient shall keep Foundation reasonably informed and shall in good faith consider any views expressed by Foundation. If Recipient (i) determines that it will not file a patent or patent application covering an Invention or (ii) desires to abandon any patent or patent application relating to any Invention, then in either case, Recipient shall provide reasonable prior written notice to Foundation of such intention, at least thirty (30) days before the next deadline for any action that may be taken with respect to that patent or patent application.

Foundation shall then have the right, but not the obligation, to assume responsibility for the filing, prosecution, and maintenance of such patent or patent application. If Foundation does elect to assume such responsibility, the Recipient shall assist the Foundation in connection therewith and execute and deliver any relevant documents necessary to aid or permit the Foundation to perform such responsibility, in which case such patent or patent application shall be assigned and is hereby assigned to the Foundation; provided that the Recipient will retain a non-exclusive license under such patent or patent application for internal research and teaching.

d. Commercialization. Recipient shall notify Foundation prior to the commercialization of any Inventions, including without limitation, the sale, licensing, publication for profit, or other transfer or disposition of any Inventions, or the offering of products or services based on Inventions (each of which is a “Commercialization Event”). In consideration of the grant of funds for the Study, upon the earlier of (i) the filing for a patent application for an Invention or (ii) initiating any Commercialization Event with respect to such Invention, Recipient shall enter into a revenue sharing agreement with Foundation on commercially reasonable terms, which shall include a commercialization fee (“Commercialization Fee”) to be paid by the Recipient to the Foundation and other customary terms and conditions. After the Commercialization Event, unless otherwise specified in the revenue-sharing agreement, Recipient will deliver to Foundation each quarter the Commercialization Fee and a written report listing the income from which the Commercialization Fee is calculated. For clarity, the securing of patents is not and shall not be a prerequisite to Recipient’s obligation to pay the Commercialization Fee.

11. Publication. As between the Parties, the Recipient shall have the first right to publish or present the findings or results of the Study; provided that the Recipient notifies the Foundation in writing within thirty (30) days of acceptance of any such publication or presentation. If the Recipient fails to or elects not to publish or present the findings or results of the Study within one (1) year after the End Date, the Foundation shall have the right to publish or present such findings or results, or to authorize any third party to publish and use the same in other studies subject to the Recipient’s review and approval, which approval shall not be unreasonably withheld or delayed. If the Recipient desires to withhold its authorization of any publication as set forth in this Section 11, the Recipient must provide the Foundation with written notice thereof within thirty (30) days following its receipt of the proposed publication from the Foundation. The notice must specifically state the Recipient’s reasons for withholding its authorization and any recommended modifications. If the Foundation does not receive such notice from the Recipient within the thirty (30) day period, the proposed publication shall be deemed approved by the Recipient. The Recipient shall acknowledge the Foundation’s support of the Study under this Agreement in all scientific publications and other public communications. For clarity, all publications or presentations related to the Study shall contain a statement acknowledging that the Study, in whole or in part, was funded by the Foundation. Unless otherwise agreed by the Foundation, the Recipient shall also include a statement in any such publication or presentation that the publication or presentation has not been reviewed or endorsed by the Foundation, and that the views expressed do not necessarily reflect the views of the Foundation, its officers, directors, affiliates, or agents.

12. Publicity. Neither Party shall issue any press release nor make any written statements in connection with the Study that is intended for public use (each, a “Press Release”) in a manner

suggesting any endorsement by the other Party without the approval of such other Party, which approval shall not be unreasonably withheld. For clarity, it is understood that the Foundation can use any such approved materials, in whole or in part, in the Foundation's publications and presentations. Notwithstanding anything to the contrary herein, if the Recipient issues any Press Release that references this Agreement or the Study, the Recipient shall include in such Press Release: (a) an acknowledgment of the Foundation's support of the Study under this Agreement; and (b) the Foundation's standard description of the Foundation and its work.

13. Photographs. The Foundation may from time to time request photographs, slides, etc. of the Fellow, Mentor, co-investigators, laboratory settings, and/or animals involved in the Study. If such request is made, the Recipient shall make a reasonable effort to deliver the same to the Foundation. All such materials provided by the Recipient under this Section 13 of the Agreement shall be deemed to be accompanied by a grant of a non-exclusive, fully paid-up, non-royalty bearing license, to use such materials and the names and likenesses of individuals in the Foundation's publications and presentations solely for non-commercial purposes of advancing animal health and welfare. The Recipient represents that it has all right and authority to provide such materials and to grant the rights and licenses herein granted for any materials it may provide.

14. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until the Foundation's acceptance of the Final Report (the "Term"), unless terminated earlier for any of the following reasons:

a. Breach/Below-Standard Performance. If the Recipient or any Study Personnel is performing the Study in an unsatisfactory manner, including, but not limited to, by failing to comply with this Agreement, the Foundation may notify the Recipient of this breach in writing. The Recipient shall have thirty (30) days to cure the breach identified in the Foundation's notice. Failure to do so within such thirty (30) day cure period shall entitle the Foundation to terminate this Agreement immediately. For clarity, the Recipient's failure to submit progress reports in accordance with the schedule set forth in Exhibit D or to make progress in the Study to the reasonable satisfaction of the Foundation shall be deemed a breach of this Agreement and shall entitle the Foundation, at its sole discretion, to terminate this Agreement pursuant to this Section 14a, or withhold the Grant Amount for the following year until the Recipient has cured its breach by submitting progress reports and/or making satisfactory progress.

b. Circumstances Beyond Control. Each Party may terminate this Agreement if circumstances beyond its control preclude continuation of its performance under this Agreement. Notification of termination shall be in writing. Sufficient effort shall be made to explore options for continuation of the Study.

c. Effects of Termination. Following termination, all rights to continued funding from the Foundation shall terminate. Termination shall not, however, impact the Parties' rights and obligations under Sections 3, 7-13, 14c, 15-17 of this Agreement. In the event of termination of this Agreement, an accounting report of funds expended and committed in the proper performance of the Study that cannot be recouped, provided that Recipient shall use its reasonable efforts to mitigate such funds, shall be submitted by the Recipient to the Foundation promptly following notification of

termination. All such funds not already paid by the Foundation shall be paid to the Recipient promptly following the Foundation's receipt of such accounting report. All remaining funds paid to the Recipient will be returned to the Foundation and any remaining samples or reagents acquired for use in the Study shall be delivered to such other researchers as the Foundation may designate. Foundation will compensate Recipient for any delivery costs.

15. Representations and Certifications, Disclaimer, and Indemnification.

a. The Foundation. The Parties understand that the Foundation's sole purpose in providing the Grant Amount is to further research in the field of animal health and welfare. The Foundation makes no commitment or certification regarding the Study as it is not participating in the research except to oversee the use of the Grant Amount. In the event of a disagreement between the Parties or between any other person or entity and one or more of the Parties relating in any manner to this Agreement or the Study, the Parties understand and agree that the Foundation's responsibilities shall consist solely of those identified in this Agreement. The Recipient shall ensure that all persons or entities involved, in any manner, with the Study understand and adopt this understanding and agreement prior to such involvement.

b. The Recipient. The Recipient hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by laws governing the Recipient. The Recipient represents and warrants that it maintains either comprehensive general liability insurance and all coverages required by law or self-insurance sufficient for the purpose of carrying out the duties and obligations arising under this Agreement.

16. Export Control and Sanctions: The Foundation is committed to full compliance with U.S. laws and regulations that restrict transactions and govern international activities. The U.S. Government has promulgated trade and economic sanctions that restrict trade, investment, and financial transactions with certain countries, organizations, and individuals, including those administered by the Department of Treasury's Office of Foreign Assets Control ("OFAC"). Recipient shall comply in all respects with all applicable provisions of federal, state, local law and the laws of any applicable foreign jurisdiction related to export controls and economic sanctions including the Export Administration Regulations ("EAR") maintained by the Bureau of Industry and Security ("BIS") at the U.S. Department of Commerce and OFAC's trade and economic sanctions. Specifically, Recipient warrants that it will not use the grant without written authorization from the Foundation or in violation of U.S. law to support any project: (1) located in any destination prohibited by the laws or regulations of the United States or other relevant country, including but not limited to Cuba, Iran, North Korea, Syria, or the Crimea Region of the Ukraine ("restricted country"); or (2) involving an entity or person prohibited by the laws or regulations of the United States or other relevant country, including but not limited to anyone on, or anyone owned or controlled by, any of the restricted Party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by OFAC ("restricted person"). Additionally, Recipient warrants that it is not a restricted person as defined above.

17. Miscellaneous. Except as otherwise provided in this Agreement, each Party represents that it has the full right, power, and authority to enter into this Agreement. This Agreement shall be

construed and enforced in accordance with the laws of the State of Colorado without reference to conflicts of law principles. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes any previous understandings, commitments, or agreements, whether oral or written with respect to such subject matter. This Agreement may only be amended with a writing signed by authorized representatives of both Parties that specifically and expressly refers to this Agreement. Recipient is an independent contractor of Foundation under this Agreement, and nothing in this Agreement shall be construed to make the Parties partners or joint venturers, or to create an employment relationship between the Parties. Recipient may not assign, subcontract, or otherwise transfer its rights and obligations under this Agreement without the prior written approval of Foundation. This Agreement may be executed in counterparts and delivered by facsimile or electronic transmission (receipt confirmed).

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

MORRIS ANIMAL FOUNDATION

Program Organization. Legal Name

Name (signature)

Name (signature)

By (print name)

By (print name)

Title

Title

Date

Date

EXAMPLE

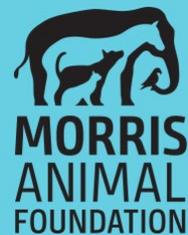


EXHIBIT A

<<Grant Proposal for the Study>>

EXAMPLE

EXHIBIT B

HEALTH STUDY POLICY

For Animals Involved in Research

INTRODUCTION

Morris Animal Foundation's unwavering focus is to improve the health and well-being of companion animals and wildlife. Our founder, Dr. Mark Morris Sr., believed that the best way to accomplish this was through health studies to address diseases and health issues specifically affecting animals.

The sole purpose of Foundation-funded research is to give both companion animal and wildlife veterinarians the tools and strategies they need to prevent, diagnose and treat diseases and health threats. As such, this research often requires the involvement of animals in our studies. Morris Animal Foundation is committed to acknowledge and respect the sentience of other species. Therefore, we are passionate about ensuring every animal participating in a Foundation-funded study is treated with respect and receives compassionate care, comfort and protection from pain and distress. The Morris Animal Foundation Health Study Policy for Animals Involved in Research directs our study-selection process and helps us ensure the physical health as well as emotional well-being of all animals affected by our work. All Foundation-funded research must demonstrate consideration of animal sentience and full regard to animals' physical and psychological needs and welfare in the study design.

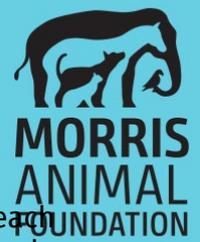
All studies recommended for funding are reviewed by the Animal Welfare Advisory Board (AWAB). AWAB approval is a prerequisite for funding.

GUIDELINES

1. Use of animals shall be humane and consistent with applicable laws and regulations and with standards established by local governing bodies whose function is the oversight of animals in research (e.g., Institutional Animal Care and Use Committee ~ IACUC). When a standard IACUC is unavailable (e.g., foreign country, veterinary practice, animal ranch/ sanctuary, wildlife preserve, etc.), Morris Animal Foundation requires the review of the proposed animal use by an equivalent institutional review committee/agency or an established collaborating institution's IACUC. Alternatively, we reserve the right to require the applicant's institution to establish an official animal use review committee, equivalent to an IACUC, to be approved by Morris Animal Foundation. The living conditions of all animals shall be appropriate for their species and contribute to their health and comfort. All animal care, husbandry procedures and IACUC member structures shall, at a minimum, meet or exceed the guidelines set forth in the U.S. government's Animal Welfare Act (Title 9 CFR Subchapter A – Animal Welfare), the Public Health Service's Policy on Humane Care and Use of Laboratory Animals, the National Research Council's Institute for Laboratory Animal Research (ILAR) Guide for the Care and Use of Laboratory Animals

(2011), 8th ed. Washington (DC): National Academies Press and/or further required regional regulations.

2. Investigators and animal care staff shall have appropriate qualifications and experience for conducting procedures on living animals, per IACUC approval. Each investigator on the study shall provide the required biographical sketch indicating those qualifications and experience.
3. Morris Animal Foundation requires IACUC, or equivalent institutional review, approval from the submitting institution for all clinical trials, even though such approval may not be a requirement of the institution.
4. If a study utilizes archived samples, Morris Animal Foundation reserves the right to request a copy of the application and approval (IACUC, wildlife permit, etc.) covering the original collection of those samples.
5. Morris Animal Foundation shall require informed owner/responsible agency consent in all clinical/research trials. An informed owner/responsible agency consent form of minimum standards shall be executed by the Principal Investigator.
6. Morris Animal Foundation reserves the right to perform announced or unannounced site visits and/or independent audits for program assessment and/or to investigate concerns dealing with animal welfare issues.
7. Funding requests shall include statistical evidence that the number of animals proposed in the study is appropriate and minimally adequate to achieve the proposed results. It is imperative scientists request support review relevant literature (local and foreign) to prevent unnecessary replication of research, unnecessary utilization of animals, or unnecessary utilization of health study funds.
8. Every animal shall have compassionate care, comfort and protection from abuse and unnecessary pain and distress. Investigators shall not stage any type of predation among animals as part of the study. Investigators also shall minimize stress and fear in individuals or populations of animals.
9. Investigators shall ensure institutionally housed animals are provided satisfactory housing that allows the expression of a wide range of species-typical behaviors. This includes appropriate space, flooring, rest areas, diet, socialization, environmental enhancement, exercise, and outdoor access when possible.
10. Whenever possible and when in the animal's best interest, investigators shall return the animals to the owner/ responsible agency or make companion animals available for adoption at the end of the study. Whenever possible and when in the animal's best interest, wildlife should be returned to their natural habitat as close to the capture location as attainable. Investigators should make every effort to minimize disturbance to the environment and surrounding animals.



11. Morris Animal Foundation's Scientific Advisory Boards shall evaluate each proposal for scientific merit, relevance for optimizing animal health and consideration of animal welfare (minimizing discomfort, distress, and pain).
12. Morris Animal Foundation shall not fund health studies on an animal requiring euthanasia as the study endpoint.
13. Morris Animal Foundation shall not fund health studies on an animal requiring the induction of disease or injury, unless 1) the induced disease or injury has only mild to moderate impacts on the animal's welfare, is self-limiting, or curable with current therapies; 2) the nature of the disease or condition is of such significance for improving animal health that induction of disease is justified; and 3) meaningful information can be obtained no other way (i.e., alternative models have been thoroughly evaluated).
14. Morris Animal Foundation shall not fund animal health studies that induce or allow pain or distress unless 1) the pain or distress is slight to mild, momentary, or adequately relieved by analgesia, tranquilization, or anesthesia; 2) the nature of the disease or condition is of such significance for improving animal health that induction of pain or distress is justified; and 3) meaningful information can be obtained no other way (i.e., alternative models have been thoroughly evaluated).
15. Morris Animal Foundation considers euthanasia acceptable when an animal develops unanticipated illness or injury resulting in pain and suffering that cannot be alleviated with standard methods.
16. Morris Animal Foundation reserves the right to terminate a study if progress is deemed unsatisfactory or if there are concerns about animal well-being.

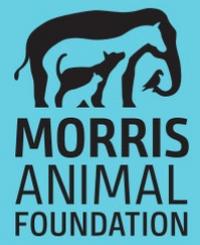


EXHIBIT C

<<Grant Changes>>

EXAMPLE

EXHIBIT D

GRANT AWARD AND TIMELINES

GRANT ID

Grant Amount: Budget Total

Year 1: Year 1 Budget Total

Year 2: Year 2 Budget Total

Year 3: Year 3 Budget Total

Study Timelines:

The Study Commencement Date shall be [_Month_] 1, [_Year_].

The Study End Date shall be STUDY DURATION month(s) after the Study Commencement Date.

Report Due Dates:

The Recipient shall prepare and submit to the Foundation written progress reports on the Study with the first report due [] after the Study Commencement Date and continuing in [] intervals until submission of the Final Report. Additional reports may be requested at Foundation's discretion. The Final Report, **including all conclusions resulting from completed data analysis**, shall be prepared and submitted to the Foundation within ninety (90) days of the End Date.

Without limiting the foregoing, a Recipient participating in a Study of duration exceeding twelve (12) months shall submit an annual accounting report. The final accounting report shall be prepared and submitted to the Foundation within sixty (60) days of the End Date.

Grant Disbursement Schedule:

Distribution of the grant payments shall be made in biannual installments, subject to the performance to the satisfaction of Foundation. Satisfactory performance requires submission of all requested materials (including, but not limited to: progress reports, accounting reports, or thank-you letters or videos). The last biannual payment will be withheld by the Foundation until receipt of a complete and satisfactory Final Report. The first installment, to be applied to the cost of the Study as further itemized in Exhibit A and/or Exhibit C, will be scheduled for payment upon execution of this Agreement and receipt of the Recipient's Animal Care and Use Committee's application including proof of current approval status when required.