

## Terms of Awards

- Each Party must identify the key personnel who will participate in an Innovation for Health (IFH) Project, with at least one Principal Investigator from each Party, who shall be joint Principal Investigators. In cases where only one Principal Investigator may be named (e.g., federal agency or grant), the parties will mutually agree on the Principal Investigator. Additional key personnel could, for example, include an appropriate combination of Co-Investigators, research scientists, and post-doctoral fellows. If any key personnel become unavailable to continue participating, the relevant Party will make every reasonable effort to arrange a substitution acceptable to the Primary Contact – OSF HealthCare (OSF) and the Primary Contact – Bradley University (BU). The Steering Committee shall have the right to reject any employee designated by a Party to work on an IFH Project. Other events, such as negative preliminary research results could demonstrate that the IFH Project should not or cannot be completed. The Principal Investigators are responsible for informing the Primary Contact - OSF and the Primary Contact - BU if it appears that it might not be appropriate or otherwise reasonably possible to continue the IFH Project or Project Specification. In such event, the Principal Investigators and the Primary Contact - OSF and the Primary Contact - BU shall consult to determine the most appropriate course of action, which may include a modified scope of research or early termination of the IFH Project defined by a Project Specification. Final decisions rest with the Primary Contact - OSF and the Primary Contact - BU. If the decision results in funds originally budgeted to an IFH Project not being utilized for such a Project, then funds shall be deposited promptly back to the IFH Program.
- The Principal Investigators from each Party (as applicable) will meet with their respective patent and technology commercialization representatives and the Intellectual Property Administrators at least quarterly to review existing details from any IFH Project relating to intellectual property. The Principal Investigators shall provide a semi-annual progress report to the Steering Committee, the format of which shall be developed by the Steering Committee.
- A final report will be submitted by the Principal Investigators no later than one (1) month after the project end date listed on the project specification sheet. The final report will include all progress made on the project (with respect to project aims), intellectual property (IP) disclosures, summation of expenses, lessons learned, and any publications, papers, presentations, technologies or technique inventions, patient applications and/or licenses.
- Unless otherwise specified, IFH Projects will last one year. One-year extensions may be granted dependent upon a progress review performed jointly by the Primary Contact - OSF and the Primary Contact - BU. An updated Project Specification Sheet will be generated summarizing the progress made, revised budget, and outlined aims/goals to be reached should funding be extended.
- Any Device(s) exchanged during the conduct of an IFH Project are owned by the providing Party. The transfer of a Device from one Party to the other under the terms of this Agreement shall not affect the providing Party's ownership interest in the Device(s). The recipient Party will maintain all Device(s) so that they are readily identifiable. The recipient Party shall use the Device(s) solely for the research purposes defined in the relevant Project Specification and shall not transfer, deliver or otherwise release the Device(s) to a third party without the express prior written consent of the providing Party. Upon termination or expiration of a Project Specification, and at the instructions of the providing Party, the recipient Party shall return the Device(s) to the providing Party. In the event of damage or the failure of one Party to return the Device to the providing Party, the replacement cost of such Device shall be assessed by the Party responsible for the damage or loss.