

**GRANT I.D.# A229-4-IBRI-1001**

**STATE OF INDIANA  
INDIANA BIOSCIENCES RESEARCH INSTITUTE  
GRANT AGREEMENT**

**GRANT I.D.# A229-4-IBRI-1001**

**THIS GRANT AGREEMENT** ("Grant Agreement"), entered into by and between **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the "IEDC" or the "Grantor") and **THE INDIANA BIOSCIENCES RESEARCH INSTITUTE, INC.**, a non-profit corporation organized under the laws of the State of Indiana (hereinafter referred to as the "Grantee"), is executed pursuant to the terms and conditions set forth herein, and shall be dated as of the date of final execution by all parties hereto. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. PURPOSE OF AGREEMENT**

- (A) The purpose of this Grant Agreement is to enable the State of Indiana, through the IEDC, to award a grant to the Grantee from the Indiana Biosciences Research Institute Fund in the amount of **Twenty Five Million and 00/100 Dollars (\$25,000,000.00)** (the "Maximum Grant Amount") for the Project, as defined and more particularly described in **Exhibit A** of this Grant Agreement.
- (B) The Maximum Grant Amount constitutes an appropriation from the Indiana Biosciences Research Institute Fund which shall be used exclusively by the Grantee in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Public Law 2013-205, Section 6, effective July 1, 2013.
- (C) Payment of any grant funds by the IEDC is expressly conditioned upon all of the following:
  - (1) Grantee's submission of a comprehensive plan for expending the funds, as may be amended from time to time ("Comprehensive Plan"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**. The parties confirm that the review and approval of the Comprehensive Plan has been completed by both the Indiana State Budget Agency's budget committee ("Budget Committee") and the Director of the Indiana

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Office of Management and Budget as required by Indiana Public Law 205-2013, Section 6;

- (2) Approval of the Maximum Grant Amount by the IEDC's board of directors ("Board");
  - (3) The Grantee's fulfillment of the Milestones set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference; and,
  - (4) The IEDC or its designees' receipt and approval of all documentary materials listed in **Exhibit B** or otherwise required by this Grant Agreement.
- (D) Subject always to Paragraph 1(C) immediately above, the IEDC shall pay the grant funds to Grantee in installments ("Installment Payments") constituting the amounts set forth in the Schedule of Milestones in **Exhibit B**, and further that
- (1) payment of the Initial Installment (as such term is defined in **Exhibit B**) may occur prior to June 30, 2014; and
  - (2) except for the Initial Installment, all other Installment Payments shall be disbursed only on or after July 1, 2014; and further that all other Installment Payments may be paid in accordance with Grantee's fulfillment of each Milestone and the satisfaction of requirements related thereto, rather than in sequential order.

**2. TERM OF GRANT AGREEMENT**

**This Grant Agreement shall not be renewed.** The term of this Grant Agreement shall be from **January 1, 2014** until **December 31, 2015**, unless sooner terminated as described in this Grant Agreement (the "Expiration Date"). All work and/or services under this Agreement must be completed by the Expiration Date. Unless otherwise provided herein, the term of this Grant Agreement may be extended upon the written agreement of the parties and as permitted by the state law governing this grant. However, the amount of funds disbursed under this Grant Agreement may not exceed the Maximum Grant Amount. The IEDC, through a duly authorized representative, may approve or deny such request in its sole and unreviewable discretion. Documentation approving an extension shall be attached hereto as an addendum.

**3. DESIGN AND IMPLEMENTATION OF PROJECT**

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The Maximum Grant Amount shall be used solely for the purposes in support of IBRI efforts to advance Indiana's vitality in research collaborations in life science. IBRI's accounting and financial records will note this restriction and IBRI shall agree to this restriction as a condition to its receipt of the grant funds. Grant funds may not be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this Grant Agreement. Any funds that have not or will not be used or committed for the specific purpose of the grant must be returned to the State of Indiana immediately unless an amended purpose for the grant is authorized by the State of Indiana in advance in writing.

### 4. MONITORING BY THE IEDC OR ITS DESIGNEES

- (A) The Grantee shall submit to the Grantor on an annual basis a progress report (the "Annual Progress Reports"). Annual Progress Reports shall detail the progress made towards completing the Project as described in this Grant Agreement. The parties acknowledge that pursuant to Indiana Public Law 2013-205, Section 6, the IEDC is required to report on amounts awarded to, and the activities of, the Grantee to the Budget Committee. Grantee agrees to furnish Annual Progress Reports and to assist the IEDC with said reporting.
- (B) In the event that such Annual Progress Reports are not submitted within the time frame allotted or Grantee fails to produce the evidence required by the Grantor under this **Paragraph 4**, the Grantee shall be deemed to be in material breach of this Grant Agreement and the Grantor may, among its other remedies under this Grant Agreement, withhold authorization for any payment request of the Grant funds until the deficiency is corrected.
- (C) The IEDC or its designees will periodically carry out a Monitoring Review (as defined below), including an evaluation of activities, as deemed appropriate. The Grantee will effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts. The Grantee will take all actions necessary to correct or cure any findings identified by the IEDC or its designees during its monitoring and evaluation.
- (D) After completion of the Project and before the final Installment Payment of the Grant can be paid to the Grantee, the IEDC or its designees may

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conduct an on-site monitoring review of the Project ("Monitoring Review"). If the IEDC or its designees elect to conduct the Monitoring Review, the following matters shall be documented:

- (1) Whether funds allocated for the Project were expended for activities consistent with **Exhibit A** of this Grant Agreement;
- (2) A complete, detailed analysis of actual Grant funds expended to date on the Project and conformity with the amounts for each line item of the Project Budget (as defined in **Paragraph 8** herein);
- (3) A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of Annual Project Reports; and
- (4) A written evaluation as to the Grantee's compliance with its procurement procedures.

The parties acknowledge that the Monitoring Review is only for the benefit of the IEDC or its designees and that the IEDC may elect, in whole or in part, to allow a payment to be made before the Monitoring Review has been completed. Should the IEDC elect to conduct a Monitoring Review, the Monitoring Review shall be completed within sixty (60) days from the latter of (i) the IEDC's receipt of all documentation necessary to process the Final Payment, (ii) the IEDC's receipt of a letter from the Grantee certifying that the Project has been completed, or (iii), in the event the Grantee has failed to comply with the terms of the Grant Agreement, the date on which the Grantee has provided the IEDC conclusive evidence that it is complying with the terms of the Grant Agreement. In the event that the IEDC does not elect to complete a Monitoring Review, the IEDC will disburse the Final Payment provided that the Grantee has completed the Project and is otherwise in compliance with the terms of this Grant Agreement.

- (E) If Grant funds are disbursed and the Grant is terminated by either party prior to the Expiration Date set forth in **Paragraph 2** of this Grant Agreement, the IEDC may elect to conduct an on-site Monitoring Review of the Project as described in this **Paragraph 4** of this Grant Agreement.

**5. [INTENTIONALLY DELETED]**

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**6. PAYMENT OF CLAIMS**

Subject always to Paragraphs 1(C) and 1(D) above, the payment of this Grant by the IEDC to the Grantee shall be made in accordance with the following schedule and conditions

- (A) Unless otherwise authorized by statute and agreed to in this Grant Agreement all payments shall be made in accordance with State of Indiana fiscal policies and procedures and, as required by Indiana Code § 4-13-2-14.8 by electronic funds transfer to the financial institution designated by the Grantee in writing. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information see the Auditor of State's website at [www.in.gov/auditor/forms](http://www.in.gov/auditor/forms).
- (B) All payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers.
- (C) The Grantor may retain an amount of up to the Final Payment until the Grantor receives the following documents:
  - (1) A report prepared by a duly authorized representative of the Grantor summarizing the Monitoring Review, detailing how funds have been spent on the Project in accordance with the Project Budget and evaluating the Grantee's timely progress. This Monitoring Review is subject to **Paragraph 4** of this Grant Agreement.
  - (2) A final payment request submitted on an approved and signed State of Indiana Claim Voucher, and a "Budget Expenditure Report," detailing disbursements of any grants, local funds or incentives, and/or other funds in accordance with the Project Budget.
- (D) Notwithstanding any other provision of this Grant Agreement, the Grantee expressly agrees that the monies provided herein by the IEDC are limited to the Maximum Grant Amount. The Grantor may de-obligate any Grant funds which have not been expended and drawn down as of the Expiration Date.

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- (E) Failure to complete the Project and expend Grant funds in accordance with this Grant Agreement may be considered a material breach of the Grant Agreement and shall entitle the IEDC to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, the termination of this Grant Agreement under **Paragraph 21**, and/or suspension of the Grantee's participation in State of Indiana grant programs until such time as all material breaches are cured to the IEDC's satisfaction. Sanctions for fraud, a material misrepresentation, or Grantee's failure to complete the Project in good faith may also include repayment of all funds disbursed under this Grant Agreement.
- (F) The Director of the State Budget Agency shall withhold a reserve in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) from the Maximum Grant Amount. Said reserve may be released at such future dates as determined by the Director of the State Budget Agency..

**7. ACCESS TO RECORDS**

- (A) Grantee and its permitted sub-grantees, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Grant Agreement ("Records") for inspection by the Grantor, the State of Indiana or any of their respective authorized representatives, and reasonable requests for copies thereof shall be furnished to the Grantor and the State of Indiana if requested. Grantee and its permitted sub-grantees, if any, shall make all Records available at their respective offices at all reasonable times during the term of this Grant Agreement and for three (3) years from the date of final payment under this Grant Agreement or until a state or federal audit has been completed and all audit exceptions cleared, whichever is earlier. Any such audit shall be conducted in accordance with Indiana Code ch. 5-11-1, *et seq.* and audit guidelines specified by the State.
- (B) If the Grantor determines that fraud or other criminal misconduct has occurred with disbursements made to Grantee, the Grantor will consider Grantee in default and shall impose sanctions in accordance with **Paragraph 6(E)**.
- (C) The IEDC, its staff, and its designees shall have the right at all reasonable times to make site visits to (1) review Project

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accomplishments and to confer with principals of the Grantee and permitted sub-grantees, if any; (2) to audit Records and management control systems; and (3) to provide such technical assistance as may be required. If any site visit is made on the premises of Grantee or any sub-grantee or contractor under this Grant Agreement, Grantee shall provide and shall require its sub-grantees and contractors to provide all reasonable facilities and assistance for the safety and convenience of the Grantor or its representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the Grantee's operations or work on the Project. Grantee will be given at least one (1) week prior notice before any site visit.

**8. PROJECT BUDGET AND BUDGET MODIFICATION**

The IBRI will spend the money contributed by the State of Indiana in a manner consistent with the budget as set forth in Exhibit A of this Grant Agreement (the "Project Budget"). Should the IBRI desire to spend the money contributed by the State of Indiana in a manner that is inconsistent with the budget submitted (Exhibit A), then the IBRI must receive prior written approval from the IEDC..

**9. REPRESENTATIONS AND WARRANTIES BY THE GRANTEE**

(A) The Grantee represents that funding for the Project, as described in **Exhibit A**, has been statutorily prescribed by the State of Indiana for express purpose of establishing the Indiana Biosciences Research Institute ("IBRI"). In the event that Grantee contests that this Grant fails to fully satisfy the State's commitment to the IBRI, the IEDC may require the full repayment of the Grant. Further, the Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement and Public Law 205-2013, Section 6, and for no other purpose.

(B) As a condition of receiving the Grant, Grantee expressly represents and warrants to the IEDC that it is statutorily eligible to receive an award of Grant funds under Public Law 205-2013, Section 6. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined by a court of competent jurisdiction that it was ineligible to receive the funds.

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**10. USE OF GRANT FUNDS BY GRANTEE**

Grant funds received by the Grantee pursuant to this Grant Agreement shall be used only for the Project and no other purpose. Grantee further agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

**11. COMPLIANCE WITH LAWS**

(A) The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC or its designees, and the Grantee to determine whether the provisions of the Grant Agreement require formal modification.

(B) The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Grantee and the State of Indiana, as set forth in Indiana Code ch. 4-2-6, *et seq.*, Indiana Code ch. 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code ch. 4-2-6; 4-2-7; § 35-44.1-1-4, and under other applicable laws.

(C) The Grantee certifies by entering into this Grant Agreement, that neither it nor its principal(s) is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC and the State of Indiana.

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- (D) The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Grantee agrees that the IEDC may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the IEDC decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the IEDC may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
  
- (E) The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State of Indiana.

**12. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT**

As required by Indiana Code § 5-22-3-7

- (A) the Grantee and any principals of the Grantee certify that
  - (1) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of
    - (a) Indiana Code tit. 24-4.7 [Telephone Solicitation of Consumers],
    - (b) Indiana Code ch. 24-5-12 [Telephone Solicitations], or
    - (c) Indiana Code ch. 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code tit. 24-4.7 is preempted by federal law; and
  - (2) the Grantee will not violate the terms of Indiana Code tit. 24-4.7 for the duration of the Grant Agreement, even if Indiana Code tit. 24-4.7 is preempted by federal law.

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- (B) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee
  - (1) except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code tit. 24-4.7 is preempted by federal law; and
  - (2) will not violate the terms of Indiana Code tit. 24-4.7 for the duration of the Grant Agreement, even if Indiana Code tit. 24-4.7 is preempted by federal law.

**13. CONFLICT OF INTEREST**

- (A) As used in this paragraph
  - (1) "Immediate family" means the spouse and the unemancipated children of an individual.
  - (2) "Interested party" means
    - (a) The individual executing this Grant Agreement;
    - (b) An individual who combined with his immediate family has an equity interest of one percent (1%) or more of the Grantee, if the Grantee is not an individual; or
    - (c) Any member of the immediate family of an individual specified under subparagraph 1 or 2.
  - (3) "Department" means the Indiana Department of Administration.
  - (4) "Commission" means the State Ethics Commission.
- (B) The Department may cancel this Grant Agreement without recourse by the Grantee if any interested party (i) is an employee of the State of Indiana or Grantor, (ii) is a state officer or special state appointee of the Grantor under Indiana Code ch. 4-2-6, or (iii) a public servant of the Grantor under Indiana Code ch. 35-44-1.
- (C) The Department will not exercise its right of cancellation under subparagraph (B) above if the Grantee provides the Department an opinion by the Commission indicating that the existence of this Grant Agreement and the employment, election or appointment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees, officers and special state appointees of the Grantor. The Department may take action, including

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cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this paragraph.

- (D) Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee, officer or special state appointee of the State of Indiana. The obligation under this paragraph extends only to those facts that the Grantee knows or reasonably could know.

**14. DRUG-FREE WORKPLACE CERTIFICATION**

- (A) The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Grant Agreement. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in Grantee's workplace.
- (B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Grantee to comply in good faith with the terms of this **Paragraph** shall constitute a material breach of this Grant Agreement and shall entitle the IEDC to impose, or may otherwise result in, sanctions against the Grantee including, but not limited to, suspension of grant payments, the termination of this Grant Agreement and/or the debarment of the Grantee from doing further business with the Grantor and the State of Indiana for up to three (3) years.
- (C) In addition to the provisions of above paragraphs, if the total Grant Agreement amount set forth in the Grant Agreement is in excess of Twenty-Five Thousand Dollars (\$25,000.00), Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification

*This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification*

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*has been fully executed by the Grantee and made part of the grant or agreement as part of the grant documents.*

The Grantee certifies and agrees that it will provide a drug-free workplace by

1. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
2. Establishing a drug-free awareness program to inform employees about
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
3. Notifying all employees in the statement required by subparagraph 1 above that as a condition of continued employment the employee will;
  - (a) Abide by the terms of the statement; and
  - (b) Notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
4. Notifying in writing the Grantor within ten (10) days after receiving notice from an employee under subparagraph 3(b) above, or otherwise receiving actual notice of such conviction; and
5. Within thirty (30) days after receiving notice under subparagraph 3(b) above of a conviction, imposing the following sanctions or

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remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace

- (a) Take appropriate personnel action against the employee, up to and including termination; or
- (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1 through 5 above.

**15. EMPLOYMENT ELIGIBILITY VERIFICATION**

As required by Indiana Code ch. 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that

- (A) The Grantee has enrolled and is participating in the E-Verify program;
- (B) The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- (C) The Grantee does not knowingly employ an unauthorized alien.
- (D) The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**16. FUNDING CANCELLATION CLAUSE**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, this Grant Agreement shall be canceled. A determination by the Director of the State Budget Agency that

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funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**17. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS**

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at <http://www.access-board.gov/508.htm>.

**18. NONDISCRIMINATION**

Pursuant to the Indiana Civil Rights Law, specifically including Indiana Code §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**19. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised

- (A) Notices to the IEDC shall be sent to  
Indiana Economic Development Corporation  
Attn: General Counsel  
One North Capitol Avenue, Suite 700  
Indianapolis, IN 46204-2288

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With a copy to:

State of Indiana  
Office of Management and Budget  
Attn: Director  
212 State House  
Indianapolis, Indiana 46204-2796

- (B) Notices to the Grantee shall be sent to  
Indiana Biosciences Research Institute, Inc.  
c/o BioCrossroads  
Attn: David Johnson, President  
300 N. Meridian Street  
Suite 950  
Indianapolis, IN 46204

Notice from the IEDC to the Grantee may be provided via electronic mail to the Grantee's electronic mail address specified above, or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch. Any change in Grantee contact information must be provided in writing by the Grantee to the IEDC. As required by Indiana Code § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**20. ORDER OF PRECEDENCE**

Any inconsistency or ambiguity in the Grant Agreement shall be resolved by giving precedence in the following order (1) requirements imposed by Public Law 205-2013, Section 6 or other applicable state or federal law; (2) this Grant Agreement; (3) exhibits prepared by the IEDC or other state agencies; and, (4) exhibits prepared by the Grantee.

**21. TERMINATION OF AGREEMENT**

This Grant Agreement may be terminated with or without cause by the Grantor or the Grantee before its Expiration Date by sending the other party written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Upon receipt of a notice from the Grantor to the Grantee, no new or additional liabilities payable by the Grantor

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shall be incurred without the prior written approval of the Grantor. The Grantee shall continue to be responsible and liable for the proper performance of its obligations to the date of termination. In the event of a termination by either party, the Grantor may perform an on-site Monitoring Review of all Project expenditures, as described in **Paragraph 4** of this Grant Agreement, with respect to the Grantee's proper expenditure of all grant funds and company matching funds through the date of termination.

**22. ASSIGNMENT**

This Grant Agreement binds the Grantee's successors and assignees to all terms and conditions of this Grant Agreement. Grantee shall not assign, sub-grant or subcontract this Grant Agreement unless it has been approved in writing by the Grantor.

**23. HOLD HARMLESS**

Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees and representatives of Grantee or its sub-grantees or subcontractors, and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of Grantee and/or its sub-grantees, subcontractors, agents, officers or employees in connection with performance of this Agreement. In no event shall the IEDC indemnify the Grantee.

**24. DEBARMENT AND SUSPENSION**

The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

**25. [INTENTIONALLY OMITTED]**

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**26. PENALTIES; INTEREST; ATTORNEY'S FEES**

The Grantor will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as authorized by Indiana law, in part, if applicable, Indiana Code ch. 5-17-5, Indiana Code ch. 34-54-8, and Indiana Code ch. 34-13-1. Notwithstanding the provisions contained in Indiana Code ch. 5-17-5, the parties hereto stipulate and agree that any liability resulting from any failure of the Grantor to make payments as required hereunder shall be based solely on the amount of funding originating from the State of Indiana.

**27. MISCELLANEOUS**

- (A) The headings in this Grant Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Grant Agreement.
- (B) This Grant Agreement, including any attached exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Grant Agreement of the parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each party hereto.
- (C) This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- (D) No waiver of any default, failure to perform, condition, provision or breach of this Grant Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision or breach of this Grant Agreement.
- (E) If any paragraph, term, condition or provision of this Grant Agreement will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term, condition or provision so found will be deemed severed from this Grant Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.

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- (F) The parties to the Grant Agreement, in the performance of this Grant Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever. No party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subagents of any other party.
- (G) Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for Grantee's employees.
- (H) Unless otherwise terminated or modified as expressly permitted hereunder, this Grant Agreement will remain in force during the term stated in **Paragraph 2**. Notwithstanding anything contained herein to the contrary, provisions of this Grant Agreement, which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the expiration or termination of this Grant Agreement, will survive until their purposes are fulfilled.

**28. GRANTEE'S FURTHER REPRESENTATIONS**

The Grantee represents and warrants that the representations, statements and all other matters submitted by the Grantee to the State are true and complete in all material respects. It shall be considered a material breach of this Grant Agreement if such representations, statements and other matters were not true and complete at the time the materials were made.

**29. AUTHORITY TO COMMIT TO GRANT AGREEMENT**

Notwithstanding anything in this Grant Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts on behalf of the Grantee and has obtained all necessary or applicable approvals from the office of the Grantee to make this Grant Agreement fully binding upon the Grantee when his/her signature is affixed, and this Grant Agreement is not subject to further acceptance by Grantee when accepted by the Grantor.

**30. NON-COLLUSION AND ACCEPTANCE**

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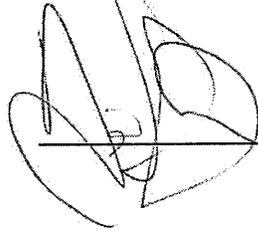
The undersigned attests, subject to the penalties for perjury, (i) that he/she is the contracting party, or that he/she is the duly authorized representative, agent, member or officer of the contracting party; (ii) that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and (iii) that he/she has not received or paid any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face of the Grant Agreement.

*[remainder of this page left blank]*

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In Witness Whereof, Grantee and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Grant Agreement. The parties, having read and understand the foregoing terms of the Grant Agreement, do by their respective signatures hereby agree to the terms thereof.

**INDIANA BIOSCIENCE RESEARCH INSTITUTE, INC.**



*IBRI Board member, Treasurer, Secretary*

DATE 3-25-2014

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**



Victor P. Smith, Secretary of Commerce

DATE 3-28-14

**INDIANA STATE BUDGET AGENCY**

BY  FOR  
Brian E. Bailey, Director

DATED 4/10/14

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**EXHIBIT A**

**COMPREHENSIVE PLAN**

The Indiana Economic Development Corporation will provide a Grant to the Grantee from the Indiana Biosciences Research Institute Fund in the amount of **\$25,000,000.00** as allowed under Indiana Public Law 205-2013, Section 6, as a research and development initiative ("Project").

The parties agree that the Project, its specifications, budget, and comprehensive plan has been approved by the Indiana Office of Management and Budget. Incorporated by reference to this **Exhibit A** is the Comprehensive Plan approved by the Indiana Office of Management and Budget, as may be amended by Grantee from time to time.

*[remainder of this page intentionally left blank]*

**REDACTED**

**EXHIBIT B**

**SCHEDULE OF MILESTONES**

Subject always to the provisions of **Paragraphs 1(C) and 1(D)**, the IEDC shall make the following payments to the Grantee in accordance with following schedule and upon attainment of each of the milestones ("Milestones") described below. Unless otherwise specified herein, all defined terms used shall have those meanings ascribed to them in the Grant Agreement:

**1. First Milestone**

The IEDC shall pay **Ten Million Dollars and 00/100 (\$10,000,000)** ("Initial Installment") to the Grantee upon the IEDC's receipt, review, and approval of the following documentation by the Grantee:

- A A letter from the Grantee to the Indiana State Budget Director certifying that the Grantee has secured **Ten Million Dollars and 00/100 (\$10,000,000)** in private funding for the IBRI;
- B Documentation from those entities providing said private funding which evidences the IBRI's receipt of such private funding;
- C An invoice from the Grantee in form and substance acceptable to the IEDC requesting payment; and
- D Written approval by the Indiana State Budget Director acknowledging Grantee's fulfillment of this Milestone.

**2. Second Milestone**

On or after July 1, 2014, the IEDC shall pay **Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000)** to the Grantee upon the IEDC's receipt, review, and approval of the following documentation by the Grantee:

- A A letter from the Grantee to the Indiana State Budget Director certifying that the Grantee has obtained approval of the IBRI's university collaboration plan;
- B Documentation from the Grantee that evidences the actual approval of the Collaboration Plan;
- C An invoice in form and substance acceptable to the IEDC requesting payment; and
- D Written approval by the Indiana State Budget Director acknowledging Grantee's fulfillment of the Second Milestone.

**3. Third Milestone**

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On or after July 1, 2014, the IEDC shall pay **Five Million Dollars and 00/100 (\$5,000,000)** to the Grantee upon the IEDC's receipt, review, and approval of the following documentation by the Grantee:

- A A letter from the Grantee to the Indiana State Budget Director certifying that the Grantee has hired a chief executive officer of the IBRI;
- B Employment agreements and other documentation from the Grantee verifying the actual employment of a chief executive officer by and for the Grantee;
- C An invoice in form and substance acceptable to the IEDC requesting payment; and
- D Written approval by the Indiana State Budget Director acknowledging Grantee's fulfillment of this Milestone.

**4. Fourth Milestone**

On or after July 1, 2014, The IEDC shall pay **Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000)** to the Grantee upon the IEDC's receipt, review, and approval of the following documentation by the Grantee:

- A A letter from the Grantee to the Indiana State Budget Director certifying that the Grantee has obtained and entered into a lease for its initial facilities;
- B Lease agreements or other documentation from the Grantee that evidences the Grantee's lease of its initial facilities;
- C An invoice in form and substance acceptable to the IEDC requesting payment; and
- D Written approval by the Indiana State Budget Director acknowledging Grantee's fulfillment of this Milestone.

**5. Fifth Milestone**

On or after July 1, 2014, the IEDC shall pay **Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000)** to the Grantee upon the IEDC's receipt, review, and approval of the following documentation by the Grantee:

- A A letter from the Grantee to the Indiana State Budget Director certifying that the Grantee has procured the approval by the Grantee's board of directors of the Indiana Fellow Recruitment Plan;
- B Copies of Grantee's board of directors' meeting minutes and other documentation from the Grantee that evidences its board of directors' actual approval of the Indiana Fellow Recruitment Plan;
- C An invoice in form and substance acceptable to the IEDC requesting payment; and

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- D Written approval by the Indiana State Budget Director acknowledging Grantee's fulfillment of this Milestone.

**6. Sixth Milestone**

On or after July 1, 2014, the IEDC shall pay **Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000)** to the Grantee upon the IEDC's receipt, review, and approval of the following documentation by the Grantee:

- A A letter from the Grantee to the Indiana State Budget Director certifying that the Grantee has executed its first sponsored research agreement;
- B Copies of research agreements and other documentation from the Grantee that evidences the actual execution of the IBRI's first sponsored research agreement;
- C An invoice in form and substance acceptable to the IEDC requesting payment; and
- D Written approval by the Indiana State Budget Director acknowledging Grantee's fulfillment of this Milestone.

**REDACTED**

**REDACTED**

REDACTED

REDACTED

**REDACTED**