

[ON MMV LETTER HEADED PAPER]

PO 15/01083[]

[Date]

[Name of winning institution X]
[Address]

Dear [Name]

Exploiting the Pathogen Box Challenge Grants

We are pleased to inform you that the Challenge Grant proposal that you submitted on [date] has been successful, and that [your institution] has therefore been selected to be the recipient of one of MMV's Challenge Grants.

MMV will therefore make available to you a sum of USD 50,000 (the "Grant") in order to pursue research in respect of [name] (the "Project"), subject to the following conditions:

1. Purpose and use of Grant

[X] hereby agrees and acknowledges that the purpose of the Exploiting the Pathogen Box Challenge Grant initiative is to foster innovative early stage research in prevention and treatment of endemic diseases (the "Purpose").

[X] agrees to use the Grant exclusively in accordance with this Purpose. MMV reserves the right to demand the return of the Grant in the event such Grant is not used in accordance with this Purpose.

The Grant is awarded to [X] nominally, and cannot be transferred by [X] to a third party without MMV's consent.

2. Method of payment

Within 15 days of the date of this letter, [X] shall submit to MMV an invoice for the sum of USD 50,000.

Such invoice shall be sent via email, to MMV Accounts Payable (ap@mmv.org) for the transfer of fees. [X] shall indicate the reference number 15/01083/[] on the invoices.

3. Reporting

[X] is expected to report regularly to MMV on the progress of the Project.

Within 30 days of the Grant having been expended in full by [X], [X] undertakes to provide to MMV a full written report setting out the data, results, findings, inventions, discoveries, reports or other works in the field of endemic diseases which may be made, authored or conceived by [X] as a result of the Project (the "Data").

Within 30 days of the Grant having been expended in full by [X], [X] undertakes to provide to MMV a summary financial report setting out how the Grant budget was spent.

4. Data publication

MMV requires [X] to publish and/or submit into the public domain any Data resulting from research funded by the Grant, within one (1) year of such Data being produced or collected.

In any presentation, submission or publication by [X], MMV's funding of the Project through the Challenge Grant shall be acknowledged.

5. Use of Name

[X] shall not use MMV's name in publicity, advertising or disseminated information without the prior written approval of MMV.

6. Representations and warranties

[X] represents that it shall conduct all research on the Project funded by the Grant in compliance with generally-accepted professional scientific standards and practices, and according to all applicable federal, state, and local laws, regulations and guidelines including, but not limited to, all safety and environmental standards and requirements.

Each Party warrants and represents that the terms of this Letter of Agreement are valid and binding obligations upon them and are not inconsistent with any other contractual and/or legal obligations they may have, or each Party's policies or the policies of a company with which they are associated.

7. Limitation of Liability

MMV cannot under any circumstances be held liable for damage, loss or any injury sustained by [X], its staff or its property arising out of or in connection with the Project.

8. Indemnification

[X] agrees to indemnify and hold harmless MMV from and against any and all liability, losses, claims of injury or damages, and expenses (including reasonable attorneys' fees), arising out of (a) any failure by [X] strictly to adhere to the generally-accepted professional scientific standards and practices, and/or applicable laws and regulations, and/or (b) any willful or negligent act or omission in the performance of [X]'s obligations under this Letter of Agreement, and/or (c) any other noncompliance or breach of this Letter of Agreement.

9. Term

These Terms and Conditions shall remain in force until the entirety of the Grant has been expended. Clauses 3, 4, 5, 6, 7, 8, and 9 shall survive the expiration of this Letter of Agreement.

By having this Letter of Agreement signed by their authorized representatives, [X] and MMV indicate their agreement to the foregoing,

[X]	MMV Medicines for Malaria Venture	MMV Medicines for Malaria Venture
Signed: Name: Position: Date:	Signed: Name: Position: Date:	Signed: Name: Position: Date: