

The Avner Pancreatic Cancer Foundation Funding Agreement

This Funding Agreement incorporates Avner Pancreatic Cancer Foundation Standard Grant Terms and Conditions (referred to in this document as the “**Standard Terms**”). Please read this document and the Standard Terms together carefully before signing where indicated. On signing, you agree to be bound by the terms of this Funding Agreement and the Standard Terms.

The left-most column of the below table guides you to those clauses of the Standard Terms that are most applicable to the subject matter being described in the other columns. Please note however that the clause references are a guide only and that any clause should be read in the context of the full set of Standard Terms and this Funding Agreement.

Most applicable clauses from the Standard Terms	Matter	Details
1.1, 1.2 and 20.4	Avner Pancreatic Cancer Foundation (referred to as “Foundation”)	<p>AVNER PANCREATIC CANCER FOUNDATION LIMITED ABN: 22 145 513 060 PO Box 1216 Manly NSW 1655</p> <p>Our Relationship Manager: Caroline Kelly M 0415 503 971 E info@avnersfoundation.org.au</p> <p>Notices: Service of notices under the Standard Terms and this Funding Agreement are to be directed to: Caroline Kelly M: 0415 503 971 E: info@avnersfoundation.org.au</p>
1.1, 1.2 and 20.4	Curtin University of Technology (referred to as “Grant Recipient”)	<p>CURTIN UNIVERSITY OF TECHNOLOGY ABN: 99 143 842 569 Kent Street, Bentley, Perth, WA 6102</p> <p>Your Relationship Manager: Paula Haslehurst Position: Research Support P: (08) 9266 3456 E: ORD-Support-HTH@curtin.edu.au</p> <p>Notices: Service of notices under the Standard Terms and this Funding Agreement are to be</p>

		directed to: Mr Charlie Thorn , Director, Office of Research and Development P: (08) 9266 9062 E: Director.Research@Curtin.edu.au
2.1	Standard Terms apply	Foundation Standard Grant Terms and Conditions apply to and are part of this Funding Agreement. Capitalised terms used in the Standard Terms have the same meaning within this Funding Agreement.
1.2	Project	<i>A novel therapeutic target in pancreatic cancer: Implications for therapy and diagnosis</i> Project details are in accordance with the APCF00170616 Curtin University Grant Application (Appendix A)
2.2 and 17.2	Project start date	This Funding Agreement starts on the date this Funding Agreement is signed by both parties
2.3 and 17.3	Project end date	The Project to which this Funding Agreement relates will be completed by 31 December 2019
3.3	Objectives and outcomes	As described in Appendix A and outlined below: AIMS (Specific): <ol style="list-style-type: none"> 1. To validate the ABCC3-GPR55 axis as a potential target for PDAC therapies. 2. To reveal the mechanisms that govern the expression of ABCC3 and GPR55 3. To study the mechanisms by which GPR55 and ABCC3-related pathways induce pancreatic cancer progression. AIM (Overall) <ol style="list-style-type: none"> 1. To investigate the effect of different inhibitors of ABCC3 and GPR55 on PDAC cell proliferation and progression, both in vitro and in vivo
3, 5.2 and 8.2	Grant Recipient obligations	The Grant Recipient will meet the activities outlined in rows 1 to 17 in Schedule 1 within the timelines specified in column C and no later than the dates outlined in column E. An extension beyond the deadlines outlined in column E can only be undertaken with agreement by the Foundation. The Grant Recipient will work with the Foundation from time to time to promote the initiative being supported by the Foundation. This will include, but is not limited to the provision of a speaker for events and editorial content for communication purposes. The Grant Recipient agrees that funding is dependent on appropriate approvals being in place as outlined in Appendix A. The Foundation is to be notified when approvals are granted, cease

		or require amendment.
6	Funding provided by the Grant Recipient	Not applicable
7	Other resources provided by the Grant Recipient	The Grant Recipient must provide the resources required to properly deliver and manage the Project to a high professional standard including as described by the Grant Recipient in the Grant Funding Application form.
6 and 10	Funding provided by the Foundation	<p>The Foundation will provide a total of \$674,251.79 (excl GST) for the Project, split over a number of tranches.</p> <p>Unless otherwise agreed by the parties, on receipt of a valid tax invoice the Foundation will transfer the amount specified in Column F of the table in schedule 1 to the Grant Recipient provided that the activity described in the corresponding Column B and all preceding activities have been completed by no later than the date specified in Column E.</p> <p>Grant Recipient bank account details: Account name: Curtin University of Technology BSB: 306 065 Account number: 4643333</p>
7	Other resources provided by the Foundation	Not applicable
5.3 and 10	Fees	Not applicable
6.7	Duty to account	The Grant recipient is to provide an acquittal statement to the Foundation with each end of year report detailing the expenditure of grant funds for the delivery of the Project.
8	Working with children and vulnerable people	Standard Terms apply
9	Review and evaluation	Standard Terms apply
4.1	Reports	<p>The reports described in schedule 1, Column B, Rows 6, 9, 10, 11 and 17 must be provided to the Foundation in a readily readable format using widely accepted word processing and spreadsheet software.</p> <p>The Grant Recipient must use all reasonable endeavours to provide the Foundation with information in the report format provided by the Foundation from time to time.</p> <p>The Grant Recipient is to report against the achievement of and progress towards activities outlined in column B of schedule 1.</p>

4.2	Meetings	Standard Terms apply									
12.1	Intellectual property provided by the Foundation	Standard Terms apply									
12.2	Intellectual property provided by the Grant Recipient	Standard Terms apply									
12.3	Intellectual property created together	Standard Terms apply									
12.6	Consents	Standard Terms apply									
14	Collection and use of information	Standard Terms apply									
14	Confidentiality and Personal information	Standard Terms apply									
11.1	Acknowledgement of support and use of branding etc by the Grant Recipient	<p>The Grant Recipient must acknowledge the financial assistance provided by the Foundation. By acknowledging this support, the Grant Recipient is informing the community appropriately about how Foundation funding is being used.</p> <p>The Grant Recipient must acknowledge the Foundation in all publicity relating to funded activities/operations directly related to the Project. This includes word acknowledgment and logo acknowledgment.</p> <p>Word acknowledgement should be: <i>This project is made possible by an Avner Pancreatic Cancer Foundation grant</i> www.avnersfoundation.org.au</p> <p>Logo acknowledgement will be in line with the 2015 Foundation brand guidelines as per Clause 11.1. Grant recipients are to have read and acknowledged the brand guidelines as part of this agreement.</p> <p>Foundation funding for the Project is to be acknowledged in:</p> <table border="1"> <thead> <tr> <th>Activities/operations directly related to the Project</th> <th>Word acknowledgement</th> <th>Logo acknowledgement</th> </tr> </thead> <tbody> <tr> <td>Publications</td> <td>✓</td> <td></td> </tr> <tr> <td>Media releases</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table>	Activities/operations directly related to the Project	Word acknowledgement	Logo acknowledgement	Publications	✓		Media releases	✓	✓
Activities/operations directly related to the Project	Word acknowledgement	Logo acknowledgement									
Publications	✓										
Media releases	✓	✓									

		<table border="1"> <tr> <td>Speeches /public announcements</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Annual Reports</td> <td></td> <td></td> </tr> <tr> <td>Promotional videos</td> <td></td> <td>✓</td> </tr> <tr> <td>Television and newspaper advertisements</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Newsletters</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Print and electronic promotional materials (such as brochures, posters, conference programs, performance programs and invitations)</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Signage at promotional events</td> <td></td> <td>✓</td> </tr> <tr> <td>Websites</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Correspondence (such as email signatures)</td> <td>✓</td> <td></td> </tr> </table>	Speeches /public announcements	✓	✓	Annual Reports			Promotional videos		✓	Television and newspaper advertisements	✓	✓	Newsletters	✓	✓	Print and electronic promotional materials (such as brochures, posters, conference programs, performance programs and invitations)	✓	✓	Signage at promotional events		✓	Websites	✓	✓	Correspondence (such as email signatures)	✓	
Speeches /public announcements	✓	✓																											
Annual Reports																													
Promotional videos		✓																											
Television and newspaper advertisements	✓	✓																											
Newsletters	✓	✓																											
Print and electronic promotional materials (such as brochures, posters, conference programs, performance programs and invitations)	✓	✓																											
Signage at promotional events		✓																											
Websites	✓	✓																											
Correspondence (such as email signatures)	✓																												
11.2	Acknowledgement of support and use of branding etc by the Foundation	<p>Standard Terms apply</p> <p>Summary for public release: The following descriptor of the purpose and expected outcome of the project will be used in media or other publicity material.</p> <p><i>We have discovered that a protein named GPR55 promotes pancreatic cancer growth. Our preliminary data demonstrates that a GPR55 inhibitor, in combination with a drug used in therapy, is able to increase survival in mice that develop pancreatic cancer. Our plan is to identify more potent drug combinations to treat pancreatic cancer and also identify new marker that will enable the earlier diagnosis of pancreatic cancer.</i></p> <p>The summary can be adjusted with the prior written agreement of the parties.</p>																											
3.2, 6.4, 17.4 and 17.5	Timeline and deadlines	<p>The Grant Recipient must comply with the timelines set out in Column C, schedule 1 and the corresponding deadlines in Column E, schedule 1 to this Funding Agreement.</p> <p>Any departure from the above timelines and deadlines as outlined in schedule 1 must be agreed upon between the Foundation and the Grant Recipient.</p>																											
17.5	Termination of a funding agreement with notice	Standard Terms apply																											
16.1	Loss suffered	Standard Terms apply																											
16.2	Liability limit	Standard Terms apply																											

16.3	Required Insurance	<p>In addition to the standard terms the Grant Recipient must hold the following insurance to at least the level of cover listed:</p> <ul style="list-style-type: none"> • Public Liability \$10,000,000 • Professional Indemnity \$10,000,000 • Workers compensation as required by law
14.2, 20.2	Subcontracting	Standard Terms apply
20.1	Nominated Governing Law State	New South Wales
2.4	Special Conditions	<p>The Grant Recipient must not expend any of the funding on the following without the prior consent of the Foundation:</p> <ul style="list-style-type: none"> • Institutional overhead costs, including ongoing operating costs of the organisation, in excess of 10% of the grant funds • Attendance at events or conferences, prizes or award ceremonies • Feasibility studies for the project • Marketing and communication costs • Central administrative support • Travel of investigators on activities that are not inherent in the project • Website development unless this is inherent in the project. <p>The Grant Recipient agrees that the Principal Investigator of this project is:</p> <p>Dr Marco Falasca Professor Curtin University, School of Biomedical Sciences P 08 9266 9712 E marco.falasca@curtin.edu.au</p> <p>The Foundation may terminate this Funding Agreement immediately if the Grant Recipient: fails to give the Foundation reasonable notice of any change in Principal Investigator in writing; or fails to find a suitable replacement Principal Investigator within the timeframe agreed between the parties in writing.</p>

SIGNED by an authorised person on behalf of **Avner Pancreatic Cancer Foundation** in the presence of the witness named below:

Caroline Kelly

Print Name: Caroline Kelly

Position: Chief Executive Officer

Date: 14/11/16

pm

Witness Name: Philippa Marston

SIGNED by an authorised person on behalf of **Curtin University of Technology** in the presence of the witness named below:

Chris Moran

Print Name:

PROFESSOR CHRIS MORAN
Deputy Vice-Chancellor, Research
Curtin University

Position:

Date: 8.11.2016

Jo Clements

Witness Name:

JO CLEMENTS - Executive Assistant
Deputy Vice-Chancellor, Research
Curtin University

Schedule 1 - Project Activities, Milestones, Deadlines and Funding Schedule

	A	B	C	D	E	F
	Invoice ref number	Activities	Timelines* (as per Appendix A)	Milestone	Deadline^	Amount (excl GST)
1		1. Signing of agreement	-	-	14 Nov 2016	-
2	R2 MF 1.1	2. Foundation notified of animal ethics approval being granted for the project	-	Y	31 Dec 2016	\$134,800
3		3. Advertise for Research Assistant (RA)	Jan 2017	-	31 Jan 2017	-
4		4. Appointment and training of RA in specialised techniques	Feb 2017	-	28 Feb 2017	-
5		5. Investigation of the effect of novel CBD combinations in vitro	Feb – Aug 2017	-	31 Aug 2017	-
6	R2 MF 1.2	6. Yr. 1 funding report to Foundation	-	Y	15 Dec 2017	\$134,800
7		7. Investigation of the effect of novel CBD combinations in KPC mice	Sept 2017- Mar 2018	-	31 Mar 2018	-
8		8. Investigation of the effect of novel CBD combinations in PDX model	Jan 2018 – May 2018	-	31 May 2018	-
9	R2 MF 1.3	9. Yr. 2 interim report to Foundation	-	Y	30 June 2018	\$134,800
10	R2 MF 1.4	10. Yr. 2 funding report to Foundation	-	Y	1 Nov 2017	\$67,400
11	R2 MF 1.5	11. Interim Yr. 3 report to Foundation	-	Y	30 Jun 2018	\$67,400
12		12. Investigation of the mechanism of action of the GEM+CBD combination	Feb 2017 – Dec 2018	-	31 Dec 2018	-
13		13. Investigation of LPI production in pancreatic cancer cell lines	Jun 2018 – Dec 2018	-	31 Dec 2018	-
14		14. Investigation of LPI production in plasma and urine samples from transgenic mouse model of PDAC	Jan 2019 – Jun 2019	-	30 Jun 2019	-
15		15. Project editorial piece for public release	-	Y	30 Sept 2019	-

16		16. Investigation of LPI production in plasma and urine samples from normal and pancreatic cancer patients	July 2019 – Dec 2019	-	31 Dec 2019	-
17	R2 MF 1.6	17. Final project report submitted to Foundation	-	Y	31 Dec 2019	\$135,051.79
TOTAL						\$674,251.79

*As specified by the Grant Recipient in the grant application, ^ Date set by the Foundation