

September 1, 2009

*Established by
Evelyn F. McKnight
to Alleviate Memory Loss
in the Aging.*

Charles A. Sanders, M.D.
Chairman
Foundation for the National Institutes of Health
9650 Rockville Pike
Bethesda, MD 20814

Dear Dr. Sanders,

Trustees

*John G. Clarkson, M.D.
Miami, FL*

*J. Lee Dockery, M.D.
Gainesville, FL*

*Michael L. Dockery, M.D.
Charlotte, NC*

*Nina Ellenbogen Raim, M.D., J.D.
Miami Beach, FL*

*Judith A. Salerno, M.D., M.S.
Washington, DC*

*SunTrust Bank
Orlando, FL*

This sets forth the terms of the agreement between the McKnight Brain Research Foundation (“MBRF”) and the Foundation for the National Institutes of Health (“FNIH”) for MBRF’s support of the *Second Cognitive Aging Summit* to be held in October 2010 in partnership with FNIH and the National Institute on Aging (“NIA”), a component of the National Institutes of Health (“NIH”).

The purpose of FNIH pursuant to 42 U.S.C. 290b is to support the NIH in its mission and advance collaboration among universities, industry, and other non-profit organizations. Collaboration through FNIH will allow MBRF to commit financial resources and expertise in support of research in the area of normal aging and the changes in cognition and memory related to the aging process. By continuing to advance knowledge bases and to integrate the research outcomes in aging and changes in cognition associated with normal aging, the most promising areas of translational research for therapeutic intervention can be pursued, ensuring a greater impact upon the health of the Public.

The *Second Cognitive Aging Summit* (“Summit”) will bring together a range of experts in a variety of research fields to discuss the most cutting edge advances in our understanding of age-related brain and behavioral changes. This Summit will build upon the inaugural Cognitive Aging Summit, held in 2007, through which recommendations for research directions were identified for support through the Research Partnership in Cognitive Aging between the MBRF and the NIA, a related initiative described under a separate Letter of Agreement, dated April 15, 2008.

The amount awarded to FNIH by MBRF under this Agreement shall be used by FNIH to facilitate collaboration in the planning and execution of the Summit, support all Summit-related expenses, explore opportunities for future collaboration, and serve as MBRF’s primary liaison for this project.

The goals and objectives of the Summit are to:

1. Review the new knowledge and discoveries since the first Cognitive Aging Summit in 2007, and evaluate their influence on the current knowledge and research initiatives in normal aging and changes in cognition and memory associated with the aging process;

2. Continue to explore new and innovative approaches to research leading to discoveries which are intended for clinical application which will prevent or delay cognitive decline or lead to strategies for treatment either through pharmacological, behavioral or environmental interventions; and

3. Continue to raise the level of awareness both within the scientific community and among the public about the importance of research in the area of normal aging and the influence on cognition and memory in the aging process with the goal of improving the cognitive health of the Public

1. Funding:

a. *Payments* – MBRF agrees to provide up to \$215,783.79 for costs associated with the execution of the Summit (See Attachment 1 – “Estimated Budget & Expenses” Cognitive Aging Summit). This amount represents the anticipated maximum cost of the Summit. MBRF will not provide funding in excess of \$215,783.79

b. *Funds from Other Sources* – It is understood that NIA has committed \$37,572.40 toward the Summit, and that NIA will also organize and fund a planning meeting for the Summit, the costs for which are not reflected in the Estimated Budget & Expenses. Any additional funds that FNIH may receive to support the Summit from any other sponsor(s) approved by the MBRF, will be applied toward the \$215,783.79.

c. *Payment Schedule* --Upon execution of this agreement, MBRF shall transfer to FNIH the amount of \$70,000. Within 60 days of completion of the Summit, FNIH will forward to MBRF a final expense report showing actuals against estimated expenses, as well as funding provided by NIA and other sponsor(s), if any, and the balance of funds needed from MBRF to cover the remaining costs of the Summit. Within 30 days of receipt of the final expense report, MBRF will transfer payment sufficient to cover the remaining costs of the Summit to FNIH.

d. *Use of funds* – FNIH will use funds received from MBRF, less FNIH fees pursuant to (e) below, to support the Summit and related activities, either directly or through contracts to provide equipment, supplies, and services. It is understood that MBRF will have no

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Letter of Agreement for 2nd Cognitive Aging Summit
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Please address all correspondence to

responsibility for or control over the solicitation, funding, and administration of contracts or grants related to this project. FNIH will consult with the MBRF about any unexpected or unintended event(s) or issue(s) which have the potential of adversely affecting the budget or the outcome of the Summit.

- e. *Budget* – The Budget covers the anticipated costs of the Summit and related activities and FNIH's indirect costs. As compensation for its services performed in connection with the project, FNIH will retain a fee of ten percent (10%) of all donations, plus all interest earned on such donations. It is understood that cost overruns should be avoided; MBRF will not provide funding in excess of \$215,783.79.
- f. *Time and place of payment.* All payments shall be delivered by MBRF to:

Ms. Amy McGuire Porter
Executive Director
Foundation for the National Institutes of Health
9650 Rockville Pike
Bethesda, MD 20814

or sent via electronic transfer to:

SunTrust Bank
1445 New York Avenue, NW
Washington, DC 20005
Account number: 209004037
ABA: 061-000-104
SWIFT Code: SNTRUS3A
Bank Contact Name: Gene Meekins, 202-879-6429

gene.meekins@suntrust.com

For the account of the Foundation for NIH.

- g. *Early termination* – Should the project terminate prematurely, FNIH will provide MBRF with an early termination report of all funds that have been committed and that can not be covered with funding provided by NIA and/or other sponsor(s), if any. Within 30 days of receipt of the early termination report, MBRF shall provide FNIH with payment sufficient to cover all remaining unrecovered expenses, subject to the maximum obligation of \$215,783.79 the MBRF. Should the project terminate after funds have been committed FNIH shall return to MBRF all uncommitted funds or, in keeping with MBRF wishes and at the discretion of the FNIH Board of Directors, redirect them to another FNIH project or purpose.

2. Content and Administration: MBRF acknowledges that the NIA will be responsible for planning and coordinating the programmatic aspects of the Summit and will work with the partners in this project in a facilitative and advisory capacity to ensure that MBRF's expectations, as set forth in this Agreement, are met; FNIH will be responsible for the logistical aspects of the Summit. In addition, FNIH will serve as liaison to the NIA on behalf of MBRF to facilitate MBRF's participation in the planning and execution of the Summit and any follow-up activities.

FNIH will work with MBRF to appropriately acknowledge MBRF in all widely disseminated public print or electronic communications regarding the Summit and on the Foundation's web site, www.fnih.org. FNIH agrees to share drafts of such communication with MBRF for review and comment prior to their public availability or dissemination. It is understood that MBRF will share drafts of all widely disseminated public print or electronic communications regarding the Summit, including news releases, with FNIH for review and comment prior to public availability or dissemination.

3. Responsible Personnel: Teresa W. Borcheck, Corporate Trustee, will represent the MBRF as the primary contact and can be reached at (407) 237-5907 or teresa.borcheck@suntrust.com. Julie Wolf-Rodda, Director, Partnership Development, Research Initiatives will serve as the primary FNIH contact and can be reached at 301.402.6027 or jwolf-rodde@fnih.org. Other responsible FNIH personnel include:

Richard Scarfo
Director, Events & Marketing
301-496-9921
rscarfo@fnih.org

Julie Tune
CFO
301-435-6246
jtune@fnih.org

4. Disclosures: MBRF's participation as a supporter of the Summit may be disclosed at any time by FNIH.

5. Donor's Business: MBRF's funding of the Summit is not in any way conditioned upon any present or future business relationship between MBRF and FNIH.

6. Entire Agreement: The terms of this Agreement shall be construed according to the laws of the State of Maryland. This Agreement shall supersede any previous understandings or agreement, written or otherwise. This Agreement may only be amended by a written instrument signed by both parties.

Please indicate acceptance of this grant and certification that these funds will be used in support of the indicated project by having an authorized representative of FNIH sign the duplicate originals of this letter. After the letter has been signed, please return one original to MBRF for our files.

Sincerely,



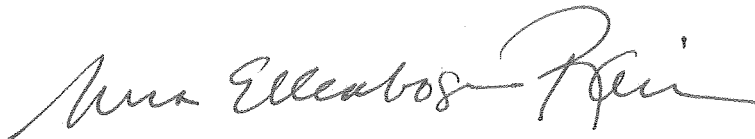
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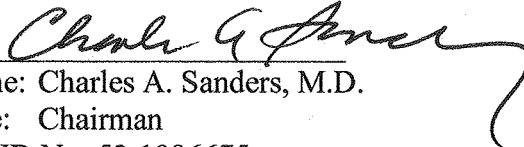


Teresa W. Borcheck
Corporate Trustee, McKnight Brain Research Foundation

Attachments

ACCEPTED AND AGREED to this 3rd day of September, 2009.

FOUNDATION FOR THE NATIONAL INSTITUTES OF HEALTH, INC.

By: 
Name: Charles A. Sanders, M.D.
Title: Chairman
Tax ID No: 52-1986675