



October 3, 2016

Ms. Melanie A. Cianciotto  
Corporate Trustee  
McKnight Brain Research Foundation  
First Vice President  
Foundations and Endowments Specialty Practice  
SunTrust Bank

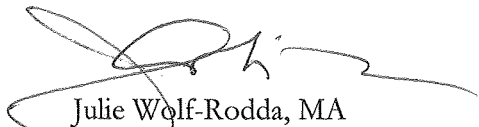
Re: Cognitive Aging Summit

Dear Melanie,

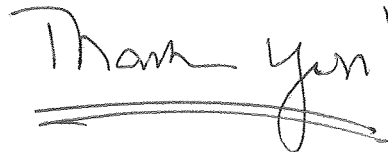
We have enclosed a fully-executed original letter of agreement between the McKnight Brain Research Foundation and the Foundation for the National Institutes of Health for the 2017 Cognitive Aging Summit.

Again, thank you and the McKnight Brain Research Foundation for its support of this Summit.

Sincerely,



Julie Wolf-Rodda, MA  
Director of Development  
Foundation for the National Institutes of Health



Enclosure

cc: Tiffany Francis, FNIH

September 22, 2016

RECEIVED  
9-26-16

**The  
McKnight  
Brain Research  
Foundation®**

*Preserving Memory,  
Enhancing Life*

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

Maria C. Freire, Ph.D.  
President and Executive Director  
Foundation for the National Institutes of Health, Inc.  
9650 Rockville Pike  
Bethesda, MD 20814

Dear Dr. Freire,

This letter of agreement ("Agreement") 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 third *Cognitive Aging Summit* ("Summit"), to be held in April 2017 in partnership with FNIH, an organization described in § 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the National Institute on Aging ("NIA"), a component of the National Institutes of Health ("NIH"). Hereinafter, the MBRF and the FNIH are referred to individually as a "Party" and collectively as the "Parties".

**Trustees**

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

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

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

*Gene G. Ryerson, M.D.  
Gainesville, FL*

*Robert M. Wah, M.D.  
Falls Church, VA*

*SunTrust Bank  
Orlando, FL*

The purpose of FNIH pursuant to 42 U.S.C. § 290b is to support the mission of the National Institutes of Health ("NIH") and to advance collaboration among universities, industry, and other non-profit organizations. Collaboration through the FNIH will allow the 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 Summit will be held April 5-7, 2017, and 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 second Cognitive Aging Summit, held in 2010, through which recommendations for research directions were identified for support through the Research Partnership in Cognitive Aging between the MBRF and the NIA.

The MBRF desires to provide funding for the Summit to the FNIH as set forth below, under the following terms:

**1. Funding:**

- a. *Amount of funding:* The MBRF will provide the FNIH with a total commitment of up to two hundred and seventy thousand dollars (\$270,000 USD) (the "Funds"), for costs associated with the execution of the Summit (See Attachment 1 – "Cognitive Aging Summit 2017, Estimated Budget"). This amount represents the anticipated maximum cost of the Summit. MBRF will not provide funding in excess of \$270,000.
- b. *Payment Schedule:* Upon the execution of this Agreement, MBRF shall transfer to FNIH \$93,182 and an additional amount of \$93,182 on March 1, 2107. 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 any funding provided by NIA (see Section 1c, below) 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

***Please address all correspondence to***

Melanie Cianciotto • SunTrust Bank • Post Office Box 620005 • Orlando, Florida 32862-0005 • (407) 237-4485

- c. *Funds from Other Sources:* It is understood that the NIA is not presently able to commit financial support for the Summit. The NIA has, however, committed staff support for organizing and planning the Summit, the cost of which is not included in the Estimated Budget given in Attachment 1. Following October 1, 2016, the start of the NIA's 2017 fiscal year, the FNIH will work with the NIA to determine whether funds can be made available from the 2017 NIA budget to support the Summit. The Parties agree that an NIA payment in keeping with the agency's approximately \$40,000 investment in the Second Cognitive Aging Summit is desired and, if received, would be applied toward the Estimated Budget, thereby reducing MBRF's funding commitment. The Parties acknowledge that the NIA Funds will not be confirmed until early 2017.
- d. *Use of Funds:* The FNIH shall use the Funds provided by the MBRF, less the FNIH's direct and indirect costs given in Attachment 1, to support the Summit and related activities, either directly or through contracts to provide equipment, supplies, and services. It is understood that the MBRF will have no responsibility for or control over the solicitation, funding, and administration of contracts or grants related to the Summit. The FNIH will consult with the MBRF about any unexpected or unintended event(s) or issue(s), which may have the potential of adversely affecting the budget or outcome of the Summit.
- e. *Time and place of payment:* The FNIH shall deliver to the MBRF all invoices relating to this Agreement at the following address

Please send invoice to:

SunTrust Bank, Corporate Trustee  
200 Orange Avenue  
Mail Code: FL-Orlando-2100  
Orlando, FL 32801  
Attention: Melanie A. Cianciotto  
Telephone: (407) 237-4485 (O)  
(800) 432-4760, ext. 4485 (O)  
Facsimile: (844) 329-6323 (F)  
Email: Melanie.Cianciotto@SunTrust.com

This payment shall be made according to the schedule in Section 1(a) and delivered by the MBRF to:

Foundation for the National Institutes of Health, Inc.  
c/o Maria C. Freire, Ph.D.  
President and Executive Director  
9650 Rockville Pike  
Bethesda, MD 20814

Or sent via electronic transfer to:

SunTrust Bank  
1 Park Place  
Atlanta, GA 30303  
Account #: 209004037  
Routing #: 055002707  
ABA #: 061-000-104  
SWIFT Code #: SNTRUS3A  
For the account of the Foundation for NIH

2. **Content and Administration:** The MBRF acknowledges that the NIA will be responsible for planning and coordinating the programmatic aspects of the Summit. The FNIH will be responsible for the logistical aspects of the Summit and will serve as liaison to the NIA on behalf of the MBRF to facilitate the MBRF's participation in the planning and execution of the Summit and any follow-up activities.
3. **The MBRF's Communication with NIH/NIA:** The MBRF understands and acknowledges that NIH/NIA is a government agency and that therefore the MBRF is prohibited from unduly influencing NIH/NIA.
4. **Disclosures:** The MBRF's funding of the Summit may be disclosed at any time by the FNIH, but **(except as required by process or law) the FNIH may not disclose the details of the MBRF's Funds** or other rights and obligations under this Agreement without the MBRF's prior written permission.
5. **No Relation to the MBRF's Business; Compliance with Law and Ethical Business Practices:** The MBRF and the FNIH acknowledge and agree that the MBRF's funding of the Summit is not in any way conditioned upon any present or future business relationships between the MBRF and the FNIH.
6. **Donor Involvement and Recognition:** The MBRF will be acknowledged for its role in supporting the Summit with the NIA and the FNIH. In materials related to the Summit or in recognition for the funding partnership, the MBRF will appear as:

**McKnight Brain Research Foundation**

The FNIH will work with the MBRF to appropriately acknowledge MBRF in communications regarding to the Summit on FNIH's web site, [www.fnih.org](http://www.fnih.org). The FNIH agrees to share drafts of such communications with the MBRF, and shall normally allow the MBRF five (5) business days to review and comment on it, prior to its public availability or dissemination. The MBRF agrees to review communications for correct attribution, affiliations and/or participation of the MBRF with the Summit. Any additional feedback from the MBRF on the text of the communications will be considered in good faith but not guaranteed to be incorporated into the final copy. The FNIH will disseminate a final copy of communication to the MBRF. It is understood that the MBRF will share drafts of all disseminated public print or electronic communications regarding the Summit, including news releases, with the FNIH for review and comment prior to public availability or dissemination. Additionally, it is understood that the MBRF will share all final versions of public communications materials print or electronic with its key audiences, through social media, email communications, etc.

7. **Term:** The term of this Agreement ("Term") shall begin on the Effective Date and end on July 15, 2017, unless terminated earlier pursuant to this Agreement. The FNIH may extend the Term of this Agreement by sending Notice to the MBRF, as described in Section 10.
8. **Termination:**
  - a. In the event of a material breach, the non-breaching Party will notify the breaching Party in writing of the breach and include a description of the material breach ("Notice of Breach"). If the breaching Party fails to rectify the breach to the reasonable satisfaction of the non-breaching Party by thirty (30) business days from receipt of the Notice of Breach, the non-breaching Party may immediately terminate the Agreement on written notice to the breaching Party. For the purposes of this section, a material breach includes but is not limited to a material change in purpose of scope, or significant revision/alteration of the Project.
  - b. Upon termination of this Agreement in accordance with this Section, FNIH shall dispose of uncommitted funds according to Section 9 of this Agreement.

9. **Disposition of Unused Funds:** In the event there are uncommitted and unexpended Funds at the completion of the Summit, the FNIH shall with the MBRF's written consent redirect them to another FNIH project or purpose or, at the MBRF'S request, return all uncommitted Funds to the MBRF. Expiration or termination of the funding will not affect any rights or obligations which have accrued prior thereto.

10. **Notices:**

- a. **Generally:** Any Notice in connection with this Agreement will be deemed given as of the day it is delivered to the receiving Party (i) by an internationally recognized express delivery service, recipient signature required, (ii) by first class registered or certified mail, or (iii) by email as specified in Section 10(b) ("Notice by Email"), addressed as set forth below:

SunTrust Bank, Corporate Trustee  
200 Orange Avenue  
Mail Code: FL-Orlando-2100  
Orlando, FL 32801  
Attention: Melanie A. Cianciotto  
Telephone: (407) 237-4485 (O)  
Telephone: (800) 432-4760, ext. 4485 (O)  
Facsimile: (844)329-6323 (F)  
Email: [Melanie.Cianciotto@SunTrust.com](mailto:Melanie.Cianciotto@SunTrust.com)

**To FNIH:**

Foundation for the NIH  
Attn: Tiffany Francis  
(or current) Contract Specialist  
9650 Rockville Pike  
Bethesda, MD 20814  
Email: [tfrancis@fni.org](mailto:tfrancis@fni.org) with copy to [contracts@fni.org](mailto:contracts@fni.org)  
Telephone: 301-443-1598

- b. **Notice by Email:** Notice by Email will be valid under this Agreement if it is sent to a person listed in Section 10(a) or Section 11, and that person acknowledges by return email such Notice. Notice by Email will be deemed effective as of the day the Notice by Email was acknowledged by return email.
- c. **Changes to Notice:** Either Party may change the persons eligible to receive Notice, or the address where Notice must be sent, by giving Notice to the other Party pursuant to Section 10(a-b).

11. **Responsible Personnel:** The primary Project contacts are:

**MBRF Contacts:**

- a. **Primary Contact**  
J. Lee Dockery, MD  
Chair, Board of Trustees  
McKnight Brain Research Foundation  
5200 S W 25<sup>th</sup> Blvd.; Unit 3215  
Gainesville, FL 32608-8923  
Tel: 352-377-5872  
Email: [jld007@cox.net](mailto:jld007@cox.net)

- b. Administrative/Business Contact  
Melanie A Cianciotto  
Corporate Trustee  
SunTrust Bank  
200 Orange Avenue  
Mail Code: FL-Orlando-2100  
Orlando, FL 32801  
Telephone: (407) 237-4485 (O)  
Telephone: (800) 432-4760, ext. 4485 (O)  
Facsimile: (844) 0 329-6323 (F)  
Email: [Melanie.Cianciotto@SunTrust.com](mailto:Melanie.Cianciotto@SunTrust.com)

**FNIH Contacts:**

- a. Primary Contact  
**Julie Wolf-Rodda**  
(or current) Director of Development  
Tel: 301-402-6027  
[jwolf-rodde@fnih.org](mailto:jwolf-rodde@fnih.org)
- b. Financial Contact  
Julie Tune  
(or current) Chief Financial Officer  
301-435-6246  
[jtune@fnih.org](mailto:jtune@fnih.org)
- c. Communications Contact  
Abbey Meltzer  
(or current) Director of Communications  
301-435-4103  
[ameltzer@fnih.org](mailto:ameltzer@fnih.org)
- Address for all FNIH Contacts above:  
9560 Rockville Pike  
Bethesda, MD 20814

12. Governing Law; Entire Agreement; Assignment; Amendment: The terms of this Agreement and the relationship between the Parties with respect hereto, shall be construed according to the laws of the State of Maryland without regard to the principles of conflicts of laws thereof. The venue or place of trial of any dispute shall be in the State of Maryland. This Agreement, including the attachments and exhibits hereto which are an integral part of this Agreement, shall constitute the entire agreement between the Parties and shall supersede any previous understandings or agreement, written or otherwise between the Parties with respect to the subject matter hereof. This Agreement shall not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party and any attempted transfer or assignment in violation of this Agreement shall be null and void. This Agreement may only be amended by a written instrument signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single document.
13. Limitation of Liability of FNIH: The duties of the FNIH and the MBRF shall be confined to those expressly set forth herein, and no implied duties are assumed by or may be asserted against either Party hereunder. The Parties shall not be liable for any error of judgment or mistake of law or for any loss arising out of any act or omission, including, without limitation, any act or omission in

the performance of its duties under this Agreement, except to the extent liability or loss arises from the willful misfeasance, bad faith or gross negligence of such Party. As used in this Section, the term "FNIH" shall include the FNIH, its affiliates and their respective directors, officers and employees, and the term "MBRF" shall include the MBRF and their respective directors, officers and employees. The FNIH shall not be responsible for the compliance by the MBRF or any Private Partner for the Summit with the MBRF's applicable policies, and with the MBRF's compliance with any applicable laws and regulations, and shall not be responsible for any liabilities or losses attributable to the MBRF's non-compliance with such policies, laws and regulations. The MBRF shall not be responsible for the compliance by the FNIH with the FNIH's applicable policies, and with the FNIH's compliance with any applicable laws and regulations, and shall not be responsible for any liabilities or losses attributable to the FNIH's non-compliance with such policies, laws and regulations.


Under no circumstances shall the Parties be liable to each other for any special, indirect punitive, or consequential damages of any kind (including but not limited to lost profits, income, savings, business, or goodwill) in connection with any matter arising under or relating to this Agreement, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranty, or any other theory, even if such Party has been advised of the possibility of such damages.

The FNIH acknowledges that the MBRF is a Private Partner and has no liability to any other Private Partner for special, incidental, indirect, or consequential damages including liabilities due to personal injury or property damage caused by negligence by any other Private Partner in the conduct of the Project.


The effective date of the agreement is the date accepted and signed by the President and Executive Director of the Foundation for the National Institutes of Health. The FNIH and the MBRF shall indicate their acceptance of this Agreement and certification that Funds will be used in support of the Summit by having an authorized representative of the FNIH and the MBRF sign the duplicate originals of this Agreement. After the Agreement has been signed, the Parties shall each retain one fully executed original.

Sincerely,

**On behalf of the McKnight Brain Research Foundation**

By:   
Name: J. Lee Dockery, MD  
Title: Chair, Board of Trustees  
Date: 9-22-16

**On behalf of the Foundation for the National Institutes of Health, Inc.**

By:   
Name: Maria C. Freire, Ph.D.  
Title: President and Executive Director  
Date: 10-3-16

MF  
9/27/16

### Third Cognitive Aging Summit (2017)

Estimated Budget, as of September 20, 2016

Venue: Bethesda North Marriott Meeting Dates: April 5-7, 2017 (2.5 days)	Estimated Budget	
<b>Sponsored Travel</b>		
Sponsored Airfare - Domestic	\$24,000	40 sponsored people   domestic flights - coach fares
Hotel Accommodations for 30 Speakers   East Coast	\$14,100	\$220/night + 13% tax (less 6% MD tax) = \$235/night Rate x 30 ppl x 2 nights each
Hotel Accommodations for 10 Speakers   West Coast	\$7,050	\$220/night + 13% tax (less 6% MD tax) = \$235/night Rate x 10 ppl x 3 nights each
Staff Hotel Rooms	\$2,350	Rate x 5 ppl x 2 night each (5 staff)
Sponsored & Staff Hotel Parking	\$75	\$15 per day (5 staff)
Sponsored & Staff Meals	\$5,325	FNIH M&IE: \$20 B, \$25, \$35 D (40) Sponsored: (1) B + (3) D = \$125/pp (5) Staff: 2 dinners = \$70/pp
Sponsored & Staff Incidentals	\$6,100	Sponsored: ~\$150/pp x 40 ppl; Staff: \$20 x 5 ppl
<b>Travel Subtotal:</b>	<b>\$59,000</b>	
<b>Food &amp; Beverage Minimum - \$58,000</b>		
<b>Day 1 - Partial day</b>		
	Est: 40	
Dinner Buffet	\$3,000	Approx. \$75/person
Service Charge	\$690	23%
State Tax	tax exempt	6% (MD tax exempt)
<i>Subtotal Day 1 F&amp;B:</i>	\$3,690	
<b>Day 2 - Full day</b>		
	Est: 300	
Continental Breakfast	\$9,600	Approx. \$32/person
AM Break (Beverages only)	\$3,000	Approx. \$10/person
Lunch Buffet	\$15,000	Approx. \$50/person
PM Break (Beverages only)	\$3,000	Approx. \$10/person
Reception - Food	\$8,400	1.5 hours, Approx. \$28 (3 passed, 2 display)
Reception - Alcohol (Beer and wine on consumption)	\$5,400	1.5 hours, Approx. \$18/person
Butler passing attendants	\$350	\$50 per attendant
Bartender	\$700	\$175/bartender
Service Charge	\$10,460	23%
State Tax	tax exempt	6% (MD tax exempt)
<i>Subtotal Day 2 F&amp;B:</i>	\$55,910	
<b>Day 3 - Full day</b>		
	Est: 300	
Continental Breakfast	\$9,600	Approx. \$32/person x 300 people
AM Break (Beverages only)	\$3,000	Approx. \$10/person x 300 people
Lunch Buffet	\$2,500	Approx. \$50/person x 50 people only
PM Break (Beverages only)	\$500	Approx. \$10/person x 50 people only
Service Charge	\$3,600	23%
State Tax	tax exempt	6% (MD tax exempt)
<i>Subtotal Day 3 F&amp;B:</i>	\$19,200	
<b>F&amp;B Subtotal:</b>	<b>\$78,800</b>	
<b>Room Rental</b>		
		Based on 2 days of rental
Room Rental	\$0	Waived if F&B min. is met
Service Charges	\$0	23%
State Tax	tax exempt	6% (MD tax exempt)
<b>Room Rental Subtotal:</b>	<b>\$0</b>	



Audio Visual		Based on 2 days of rental
<b>General Session - Classroom for 300</b>		<b>Day 2 &amp; 3: April 6-7, 2017</b>
Screen & Projector	\$3,600	Qty: 2
Speaker Laptop	\$500	Qty: 2
Seamless switcher	\$700	Qty: 1
Podium microphone	\$150	Qty: 1
Lavaliere microphone	\$300	Qty: 1
Table-top Mics (Panel table)	\$600	Qty: 4
Microphones - Standing	\$450	Qty: 3
Multi-channel mixer	\$400	multi-channel mixer
Power	\$160	Qty: 8
Laser Pointer/Slide Advancer	\$100	Qty: 1
Conference Phone - Getner Interface	\$0	Not requested
Phone Line	\$0	Not requested
Internet	\$500	300 wireless connections + 2 wired connections
Décor - Pipe and drape, stage lighting	\$5,050	
Labor	\$1,600	
Service Charges	\$3,250	23%
AV Taxes	tax exempt	6% (MD tax exempt)
<i>Subtotal AV - General Session:</i>	<i>\$17,360</i>	
<b>Executive Session - Hollow Square for 50 + perimeter</b>		<b>Day 1 &amp; 3: April 5 &amp; 7, 2017</b>
Screen & Projector	\$0	
Speaker Laptop	\$0	
Podium microphone	\$0	Not requested
Table-top Mics + PTT control unit	\$2,975	April 5: 18 PTT mics
Multi-channel mixer	\$250	
Power	\$160	Qty: 8
Laser Pointer/Slide Advancer	\$0	
Labor	\$800	
Service Charges	\$985	23%
AV Taxes	tax exempt	6% (MD tax exempt)
<i>Subtotal AV - Executive Session</i>	<i>\$5,170</i>	
<b>Video Recording by NIH or Hotel</b>		<b>Day 2 &amp; 3: April 6-7, 2017</b>
Video Recording Package and Web Posting	\$11,000	NIH contributed ~\$34,512 in 2010
Service Charges	\$2,470	
AV Taxes	tax exempt	
<i>Subtotal AV - Webcast/Video recording</i>	<i>\$13,470</i>	
<b>AV Subtotal:</b>	<b>\$36,000</b>	
<b>Printed Materials/Registration Website</b>		
Printed Materials - assume will be designed by NIH	\$8,500	Design, directional signage, 12-pg program book, 1 GB DVD
Name badges & Tent Cards	\$600	
Cvent Registration	\$3,000	
Logo design updating	\$464	
<b>Printed Materials Subtotal:</b>	<b>\$12,564</b>	
<b>Subtotal:</b>	<b>\$186,364</b>	
<b>Other</b>		
Staff Time	\$50,000	
FNIH Administrative cost @ 10% of direct costs	\$23,636	
<b>Staff/Administration Subtotal:</b>	<b>\$73,636</b>	
Contingency	\$10,000	
<b>GRAND TOTAL:</b>	<b>\$270,000</b>	