

**Exhibit C**  
**Loulou Foundation Patent Policy**

1. This Patent Policy shall govern the relationship between Loulou Foundation (“LLF”) and each grant recipient (“Grantee”) with respect to any Inventions as a result of conducting research pursuant to the Grant.
  - a. Procedures for Notification of Invention(s). The Grantee shall promptly notify LLF after the disclosure of any Invention(s) by Principal Investigator, or by any person working under the supervision and direction of the Principal Investigator. An invention initially conceived or reduced to practice / further developed as a result of the Grant funding shall constitute an “Invention” for purposes of this Patent Policy.
  - b. Election to Pursue Intellectual Property Protection for Invention(s).
    - i. Grantee may elect, at Grantee's sole discretion, to pursue patent protection, copyright registrations or other intellectual property registrations or protection (collectively, "IP Registrations") for any Invention(s).
    - ii. Grantee agrees to notify LLF within a reasonable period of time, not to exceed one hundred eighty (180) days after the disclosure of an Invention(s) to LLF, of Grantee's election to pursue, or not to pursue, IP Registration(s) for any such Invention or whether Grantee elects to treat such Invention as a trade secret.
    - iii. If Grantee elects to pursue IP Registration for an Invention, Grantee further agrees, as soon as practicable thereafter, to file an application for IP Registration for such Invention in the relevant country or countries and to provide confirmation of such filing to LLF in writing within sixty (60) days after filing.
    - iv. Thereafter, Grantee agrees to notify LLF in writing within sixty (60) days after either the issuance of an IP Registration or a final confirmation or determination that such IP Registration will not issue.
  - c. Obligation to Apply Good Faith Research Efforts. Grantee agrees to use good faith efforts necessary to advance the Invention in the field for which the scientific research was funded (“the Field”) during and after the Grant Period, and then promptly thereafter to exercise good faith efforts to seek a third party licensee to commercialize the Invention. Grantee shall provide progress reports to LLF on an annual basis outlining the actions Grantee has taken to license the Invention. If Grantee grants a license for such Invention(s), Grantee agrees that any such licenses so granted shall provide that:
    - i. the license grant shall include an obligation on behalf of licensee to exercise Commercially Reasonable Efforts to bring such licensed Invention(s) to practical application within the Field and provide annual progress reporting to Grantee, so that Grantee can furnish annual progress reports to LLF outlining the development program progress by the licensee;
    - ii. the license grant shall include reasonable development diligence events and timelines that the licensee must meet in order to maintain the license and advance their product development program, with customary recourse for the Grantee

- (licensor) if such development diligence is not achieved as outlined in the license agreement.; and
- iii. a requirement of prompt notice to Grantee if the licensee intends to sublicense the license.
  - d. Grantee encourages LLF to assist it in seeking licensees of an Invention and may include LLF in Grantee's negotiations with a potential third party licensee if Grantee determines LLF's inclusion in such negotiations will be productive.
  - e. Notice of Transfer or Assignment of Rights. Grantee shall not assign or transfer rights to any funded Invention without the prior consent of LLF.
2. Grantee shall make reagents (e.g., animal models, expression plasmids, antibodies, permanent cell lines) and detailed protocols for their use available, upon request, to qualified scientists working for academic and to other organizations working with LLF, exerting best efforts to make these available as quickly as possible, as well as post any related protocols on the CDKL5 Forum portal, upon request. Recipients will be expected to acknowledge the source of the reagents consistent with customary scientific standards in resulting publications.
  3. In consideration for this Grant, the Grantee shall pay to LLF a portion of the Net Income (as hereinafter defined) received by the Grantee calculated by multiplying Net Income by a fraction, the numerator of which is the amount of the Grant, and the denominator of which is the total direct costs incurred by the Grantee with respect to the Invention, provided that, without regard to the application of the foregoing fraction, the portion of the Net Income payable to either LLF or the Grantee shall not be less than twenty percent (20%) For these purposes, "Net Income" shall mean any amount received by the Grantee from third parties as a result of licensing the Invention ("Gross Income") less the following: (i) costs incurred by the Grantee with respect to IP Registration or enforcement of the Invention; (ii) the portion of any Gross Income that the Grantee is contractually obligated to pay to the Principal Investigator and other inventors of the Invention and the Inventor's laboratories pursuant to the Grantee's Patent Policy; and (iii) any additional legal costs incurred by the Grantee associated with licensing of the Invention not to exceed \$25,000, to the extent in each of (i), (ii) and (iii) above is not reimbursed to Grantee by the licensee for the Invention.

*[Signature Appears on Following Page]*



I hereby certify that I have read and understand Loulou Foundation's Patent Policy applicable to the Invention and I will comply with all provisions thereof relating to the Invention. All notifications hereunder shall be sent to Loulou Foundation, 4 Old Park Lane, Mayfair, London W1K 1QW, United Kingdom, or via email to [contact@louloufoundation.org](mailto:contact@louloufoundation.org)

**SEEN AND AGREED**

Grantee Institution: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Research Project: \_\_\_\_\_