



## Follow-up Questions FSU: Foreign Activity Approval Request

1. Does the contract allow for FSU to exit or terminate without penalty?

Pursuant to Section 10(c), FSU and other consortium members can exit after providing sixty days written notice unless the exiting member is subject to an active funding agreement. The funding agreement is the operative document between the FSU Research Foundation and the Novo Nordisk Foundation that establishes the funds that flow from the Funders\* to the FSU Research Foundation (Novo Nordisk Foundation is not domiciled in a foreign country of concern). The funding agreement requires completion of an in-progress funded work before full termination.

\*Funders are the Gates Foundation, Wellcome Trust, and Novo Nordisk Foundation.

2. If FSU exits or terminates the contract, is FSU able to keep any research conducted prior to exit or termination?

Yes, if FSU exits or terminates the consortium contract, FSU is able to keep any research conducted prior to exit or termination. Under Section 10(e), withdrawal from the contract under Sections 10(c) or (d) or expiration under Section 11 does not affect any rights or obligations with respect to inventions, data, materials, or confidential information established prior to the effective date of the withdrawal.

3. What is the process if another entity entered the consortium?

If the Funders intend to add new members, existing members will be notified and will have fourteen days to object if the existing member believes the new member would be "detrimental to the Gr-ADI initiative". The next step would be a consultation between the Funders and FSU, as an existing member, about FSU's concerns. FSU has the option to terminate under Section 12 of the consortium contract if the addition of the new member would violate any applicable laws or regulations for FSU, such as Section 288.860, Florida Statutes, and BOG Reg. 9.012.

4. What is the process if the contract with the consortium changes or is modified from the version approved by the FSU BOT and before the Board of Governors?

Pursuant to Section 7, the consortium contract may only be modified or supplemented in a writing expressly stated for such purpose and signed by all parties to the contract (i.e., signed by every member of the consortium, including FSU).

5. What guardrails are in place to protect FSU research?

Because FSU is not collaborating with consortium members in conducting the work under the project, all data and other information resulting from the project shall originate from FSU. Therefore, FSU controls whether, what, when, and how FSU shares information and materials under this consortium contract.

Section 12 of the contract provides that nothing in the contract shall require a consortium member to act in contravention of any applicable laws and regulations, including but not limited to those relating to national security, export controls or sanctions. Should such a compliance concern arise impacting a consortium member's ability to conduct activities under the contract, the affected consortium member must notify the Gr-ADI program manager and Funders to discuss.

Furthermore, the FSU Offices of Commercialization; Research Integrity, Security, and Ethics (RISE); Compliance and Ethics; Information Security and Privacy; and the General Counsel have policies and procedures in place that provide institutional guardrails to protect FSU research. These Offices will work directly with the principal investigator to ensure compliance with all institutional policies, and all state and federal laws and regulations throughout the funded period.

6. By entering into the contract, will FSU be required to share data, resources, funding, property, or anything else with any entity in the consortium?

As indicated above, FSU controls whether, what, when, and how FSU shares information under this contract. Therefore, no confidential or proprietary information or materials are required to be shared before it is protected (patented, etc.) and/or made available publicly. Sharing of resources, funding, or property, is not required.

7. Please specify the staff positions working on the agreement. (Examples: 2 faculty, 2 administrative assistants, etc.).

Five faculty members, four graduate students, and one post-doctoral associate.