



**Robert Kirshner, Ph.D.**  
**Chief Program Officer, Science**

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**VIA EMAIL**

August 28, 2017

Prof. Libor Grubhoffer, Director  
Biology Center of the CAS, Institute of Parasitology  
Branisovska 31  
Ceske Budejovice, Czech Republic  
Email: liborex@paru.cas.cz

Re: Grant Agreement for Biology Center of the CAS, Institute of Parasitology  
(#4983.01)

Dear Prof. Grubhoffer:

I am pleased to inform you that the Gordon and Betty Moore Foundation has approved a grant in the amount of \$358,625 to Biology Center of the CAS, Institute of Parasitology.

Enclosed is a copy of the Grant Agreement and wire transfer instructions. The Grant Agreement contains the terms and conditions for the grant. Please read it carefully and contact Grants Administration (GrantProcessing@moore.org) if you have any questions or concerns.

If the Grant Agreement meets with your organization's approval, please sign and date it and return the entire agreement (including attachments) with the completed wire transfer form by electronic mail to GrantProcessing@moore.org.

The Foundation will not disburse grant funds prior to receipt of the signed Grant Agreement.

Prof. Libor Grubhoffer, Director  
Academy of Sciences of the Czech Republic, Institute of Parasitology  
August 28, 2017

On behalf of the Foundation, we look forward to working with you in support of this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Kirshner". The signature is fluid and cursive, with a large initial "R" and "K".

Robert Kirshner, Ph.D.  
Chief Program Officer, Science

cc: Ing. Barbora Helclova, Finance lead  
Email: [barbora.helclova@bc.cas.cz](mailto:barbora.helclova@bc.cas.cz)

Ing. Marcela Jungwithova, Finance manager  
Email: [jungwm00@prf.jcu.cz](mailto:jungwm00@prf.jcu.cz)

Dr. Julius Lukes, Head, Laboratory of Molecular Biology of Protists  
Email: [jula@paru.cas.cz](mailto:jula@paru.cas.cz)

Enclosures: Grant Agreement and Wire Transfer Form

## Grant Agreement

This agreement (the "Grant Agreement") contains the terms and conditions of Grant #4983.01 in the amount of \$358,625 (the "Grant") from the Gordon and Betty Moore Foundation (the "Foundation" or "GBMF") to Biology Center of the CAS, Institute of Parasitology ("CAS"), dated August 28, 2017.

By signing this Grant Agreement, the Foundation and CAS agree to the following terms and conditions regarding the Grant.

1. Status of Grantee:

This Grant is specifically conditioned on CAS's status as an eligible grantee of the Foundation. CAS confirms that it is the government of Czech Republic or an agency or instrumentality thereof which is treated as an organization described in Sections 501(c)(3) and 509(a)(1) of the United States Internal Revenue Code of 1986, as amended (the "Code"), and has provided the Foundation with a Foreign Government Affidavit (the "Affidavit"). Based on the Affidavit and supporting documentation, the Foundation has made a good faith determination that CAS will be treated as an organization described in Sections 501(c)(3) and 509(a)(1) of the United States Internal Revenue Code of 1986, as amended (the "Code"). CAS will notify the Foundation immediately of any potential or actual change to this status.

2. Grant Purpose:

The charitable purpose of this Grant is in support of developing genetic tools for marine protists in accordance with your proposal dated April 13, 2017 with attachments and an email amendment dated June 21, 2017 (collectively, the "Proposal"), the Outcome Plan and the Payments and Requirements Plan in Attachment 1 and the Budget in Attachment 2 (the "Grant Purpose"). However, if the terms of the Proposal differ from this Grant Agreement, the terms in this Grant Agreement shall control.

3. Grant Payments:

The Foundation will disburse Grant funds according to the schedule in Attachment 1, subject to the terms and conditions of this Grant Agreement.

4. Use of Grant Funds:



CAS must place Grant funds in an interest-bearing account and use Grant funds, and any income earned on those funds, for the Grant Purpose only. If Grant funds are placed in a pooled interest-bearing account, the interest earned on Grant funds may be estimated on a pro rata basis. CAS will return to the Foundation any Grant funds, including any income earned on them, that it does not use for the Grant Purpose.

5. Grant Reports:

CAS will submit one or more reports to the Foundation according to the schedule in Attachment 1.

(a) Narrative Reports: Each narrative report will describe, as of the end of the reporting period:

(1) What has been achieved and the significance of those achievements towards advancing the goals of the Grant (in the form of a one to two page summary);

(2) Progress that has been made towards the completion of each of the Grant's outcomes and outputs in Attachment 1; and

(3) Any additional information that is requested in Attachment 1.

The Foundation may provide a narrative reporting template, and if provided, CAS will submit narrative reports using this template.

(b) Financial Reports: Each financial report will include:

(1) An Excel spreadsheet showing actual versus budgeted spending of Grant funds (plus variances), and any interest earned on those funds, as of the end of the reporting period and cumulative across the life of the Grant;

(2) An explanation of any variances in expense subcategories that are over \$10,000 and between 10% to 20% of the subcategory amount (expense subcategories refer to the subcategories of direct costs such as personnel, consultants and contractors, subgrants, and other direct expenses); and

(3) An explanation and request for approval for any variances in expense subcategories over \$10,000 and greater than 20% of the subcategory amount.

CAS will submit Grant reports electronically to the Grant Lead Sara Bender, Program Officer (sara.bender@moore.org) for the Grant.

6. Grant Impact:

For the Foundation to fully measure the impact of this Grant, CAS agrees that for a period of five years after the end date of the Grant, it will respond to requests from the Foundation for information regarding reports, journal articles, white papers, policy briefs, and other documents that are published, patents that are filed, and proposals that are submitted as a result of activities funded by this Grant.

7. Grant Modifications:

CAS may only modify the terms and conditions in this Grant Agreement with the written consent of the Foundation. However, CAS may modify the Budget in Attachment 2 to reflect actual costs without the prior written consent of the Foundation so long as the modification does not (1) change any Budget expense subcategory by more than 20% (except for variances under \$10,000 which do not require the prior written consent of the Foundation regardless of percent),

(2) increase the amount of indirect costs, or (3) result in an expenditure for anything other than the Grant Purpose.

8. Notifications:

CAS will promptly notify the Foundation of:

- (a) Any potential or threatened litigation, claim, assessment, or audit involving CAS related to the Grant Purpose;
- (b) Any challenge that arises that may prevent CAS from completing the Grant Purpose according to the schedule in Attachment 1, including any issues with partners, contractors, and subgrantees (including but not limited to University of British Columbia; Université de Montréal);
- (c) Any actual inability to complete the Grant Purpose according to the schedule in Attachment 1;
- (d) Any potential or actual changes in the leadership, staff, subgrantees or contractors who CAS has selected to carry out the Grant Purpose including but not limited to Dr. Gertraud Burger, Professor, Dr. Patrick Keeling, Professor, Dr. Julius Lukes, Head, Laboratory of Molecular Biology of Protists. The Foundation reserves the right to terminate the Grant if any of the aforementioned individuals or other key personnel leave the project during the term of the Grant.
- (e) Any other items identified in Attachment 1.

9. Subgrants and Contracts:

If budgeted for, CAS is authorized to select subgrantees and contractors of its choice to achieve the Grant Purpose. CAS confirms that the Foundation has not required either in writing or orally that Grant funds must be used for any specific subgrantee or contractor. CAS is responsible for ensuring that all subgrantees and contractors use Grant funds solely in a manner that is consistent with this Grant Agreement and with the Foundation's Indirect Cost Policy.

10. Information and Data Sharing:

The parties understand that a material condition of this Grant Agreement is that CAS makes the data developed in whole or in part with any Grant funds ("Data") publicly available as soon as possible at no cost, or, when justified, at a reasonable cost. In order to give effect to the foregoing CAS will make the Data publicly available according to the Data Sharing Plan dated June 21, 2017 and incorporated herein by reference (the "Data Sharing Plan"). The Foundation agrees that CAS's fulfillment of the Data Sharing Plan will be deemed to satisfy the requirements of this paragraph.

11. Intellectual Property:

All right, title, and interest in and to all intellectual property based on, or derived from activities undertaken by CAS, including any of its employees, contractors, sub-contractors, sub-grantees, agents and other persons or entities under its control (each an "Agent") and funded in whole or in part by this Grant ("Grant

Works”), shall be owned by CAS. CAS agrees to make the Grant Works available to the public at no cost, or, when justified, at a reasonable cost. To give effect to the foregoing, CAS agrees to take all reasonable action necessary to carry out the Grant Purposes, including but not limited to obtaining appropriate assignments or licenses from Agents. CAS may transfer, license, or otherwise alienate the Grant Works only in compliance with this paragraph.

12. Open Access Policy:

In addition to the foregoing, if activities undertaken by CAS pursuant to this Grant results in a peer-reviewed journal article, CAS must comply with the Foundation’s Open Access Policy available at [www.moore.org](http://www.moore.org), which requires that a final (post-print) version of all peer-reviewed articles produced as a result of research supported, either in whole or in part, by the Foundation’s funding, be made publicly and freely available (open access) within 12 months of publication.

13. Grant Publicity:

The Foundation encourages CAS to attribute funding for the grant to the Foundation using the Foundation’s pre-approved attribution language and logo usage provided below. Any other reference to the Foundation requires advance written approval by the Foundation’s Communication Department at [communications@moore.org](mailto:communications@moore.org). The Foundation may include basic information about this grant (such as the name of the organization, the grant amount, and a brief description of its purpose) in its tax return, periodic public reports, and on its website.

(a) Pre-approved Attribution Language:

(i) About the Gordon and Betty Moore Foundation:

“The Gordon and Betty Moore Foundation fosters path-breaking scientific discovery, environmental conservation, patient care improvements and preservation of the special character of the Bay Area. Visit [Moore.org](http://Moore.org) and follow @MooreFound.”

(ii) Attribution for Full Grant Funding:

“This (research, publication, project, website, report, etc.) is funded by the Gordon and Betty Moore Foundation.” (Optional addition to the sentence above: “through Grant GBMF4983.01 to [grantee].” or “through Grant GBMF4983.01 to [grantee] to support the work of [name].”)

(iii) Attribution for Partial Grant Funding:

“This (research, publication, project, website, report, etc.) is funded in part by the Gordon and Betty Moore Foundation.” (Optional addition to the sentence above: “through Grant GBMF4983.01 to [grantee].” or “through Grant GBMF4983.01 to [grantee] to support the work of [name].”)

(iv) Other Attribution Language:

In addition to using the specific attribution language above, the Foundation encourages CAS to recognize the Foundation’s funding

for the Grant in annual reports, donor lists, press releases, and other forms of communication using any other attribution language reasonably appropriate for the context.

(b) Logo Usage:

The Foundation encourages CAS to use its logo, as appropriate.

14. Prohibited Uses:

CAS may not use Grant funds (a) for any purpose other than the Grant Purpose; (b) to influence the outcome of any specific election for candidate for public office; (c) to carry out any voter registration drive; or (d) for any purpose that is inconsistent with Section 501(c)(3) of the United States Internal Revenue Code (the "Code").

15. Compliance with Laws:

CAS agrees to comply with all laws and regulations applicable to any of its activities associated with this Grant. CAS confirms that the Foundation has not required, either in writing or orally, that any Grant funds be used for lobbying as defined in Section 4945(d)(1) of the Code. CAS further confirms that the Foundation has not required, either in writing or orally, that any Grant funds be used for lobbying as defined by any other applicable local, state, or foreign lobbying laws, and understands that it is CAS's obligation, independent of the Foundation, to determine if it has any registration or reporting requirements under any applicable lobbying, gift, ethics, or other laws.

16. Maintenance of Grant Records:

CAS will account for Grant funds separately in CAS's books and records. CAS will, if requested by the Foundation, provide the Foundation with copies of its books and records related to the Grant funds, and to any interest earned on them. **CAS will keep copies of all books and records related to the Grant funds for at least three years after all Grant funds have been spent.**

17. Remedies:

If the Foundation determines, in its reasonable discretion, that CAS has failed to or is unable to carry out any provision of this Grant Agreement, including but not limited to making reasonable progress towards the achievement of the Grant Purpose, the Foundation may elect to withhold further Grant payments under this or any other Grant Agreement, and the Foundation may demand return of all or part of any Grant funds not properly spent or committed to third parties. Prior to terminating or curtailing the Grant, the Foundation will give CAS thirty (30) days' advance written notice to respond to and resolve the issues, but the determination to continue, curtail, or terminate the Grant will remain in the Foundation's discretion.

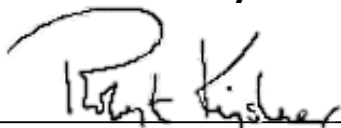
18. No Promise of Future Funding:

CAS acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amount in this Grant Agreement. The Foundation will determine any future funding in its sole discretion.

19. Entire Agreement, Severability:  
 This Grant Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions.
20. Effective, Start and End Dates:  
 This Grant Agreement will be effective as of the date it is signed and accepted by CAS. CAS may, however, use Grant funds to pay for Grant-related costs incurred as of August 15, 2017, the date the Foundation approved the Grant. CAS may not use Grant funds for costs incurred prior to this date. The Foundation deems that the start date of the Grant is the date the first payment is wired, and the end date of the Grant is the date that the final requirement in Attachment 1 is completed. If any of the Grant's outcomes, outputs, or activities have not been completed by the end date, CAS may request a no-cost extension to extend the end date.
21. Counterparts:  
 This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

**AGREED AND ACCEPTED:**

**Gordon and Betty Moore Foundation**



\_\_\_\_\_  
 Robert Kirshner, Ph.D.  
 Chief Program Officer, Science  
 Date: August 28, 2017

**Biology Centre of the Czech Academy of Sciences**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Attachment 1: Outcomes, Payments, & Requirements Plan  
 Attachment 2: Budget



**ATTACHMENT 1**  
**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#4983.01)**

<i>OUTCOME TABLE</i>						
<i>Due Date</i>	<i>Act / Ind</i>	<i>Description</i>	<i>Linked to Requirement</i>	<i>Contingent on Payment #</i>	<i>% Complete</i>	<i>Progress Report</i>
09/01/2019		<b><i>OUTCOME 1:</i></b> New genetic tools for protists advance their development as experimental model systems in marine microbial ecology and evolution.				
09/01/2019		<b><i>Output 1.1:</i></b> New genetic tools for marine protists.				
	<b><i>1.1.1</i></b>	Establish targeted integration and characterize off-site integration points in <i>Diplonema papillatum</i> .				
	<b><i>1.1.2</i></b>	Design CRISPR gene editing tools and materials for <i>D. papillatum</i> .				
	<b><i>1.1.3</i></b>	Conduct CRISPR gene editing in <i>D. papillatum</i> .				

**ATTACHMENT 1**  
**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#4983.01)**

<i>GRANT PAYMENTS &amp; REQUIREMENTS</i>						
<i>GRANT PAYMENTS</i>			<i>GRANT REQUIREMENTS</i>			
<i>(A)</i> <i>Scheduled</i> <i>Payment</i> <i>Date</i>	<i>(B)</i> <i>Payment</i> <i>Number*</i>	<i>(C)</i> <i>Amount</i>	<i>(D)</i> <i>Requirement</i> <i>Due Date</i>	<i>(E)</i> <i>Type of</i> <i>Requirement</i>	<i>(F)</i> <i>Description of Report / Activity</i>	<i>(G)</i> <i>Contingency for</i> <i>release of Payment</i> <i>#</i>
09/08/2017	Payment #1	\$179,750	09/01/2017	Signed Contract	Fully signed and executed Grant Agreement	Payment #1
09/01/2018	Payment #2	\$178,875	03/01/2018	Narrative	Brief (1–2 page) project update describing progress towards achieving the Grant objectives and project challenges.	Payment #2
			03/01/2018	Cash Position Statement	Cash balance report reflecting expenditures to date, grant funds remaining, and accrued interest.	Payment #2
			08/01/2018	Annual Narrative	Receipt and approval of Annual Narrative Report. Report to cover research progress during Year 1. Foundation will provide a narrative report template to Grantee.	Payment #2
			08/01/2018	Annual Financial	Receipt and approval of Annual Financial Report. Report to cover the period from grant inception to 07/01/2018. To include the budget and expenditures to date (including encumbrances), and a description of variances greater than 20%.	Payment #2
			03/01/2019	Data Sharing Update	Public release of experimental results, data, and protocols generated during Year 1, according to data sharing plan.	
			<b>09/01/2019</b>	<b>Project end date</b>		
			11/01/2019	Final Narrative	Receipt and approval of Final Narrative Report. Report to cover research progress during Year 2 and cumulative progress across the full grant term. Foundation will provide a narrative report template to Grantee.	
			11/01/2019	Final Financial	Receipt and approval of Final Financial Report. Report to cover the period from grant inception to 09/01/2019. To include the budget and expenditures to date (including encumbrances), and a description of variances greater than 20%.	
			03/01/2020	Data Sharing Update	Public release of all experimental results, data, and protocols, according to data sharing plan.	

Rev. 8/1/2011

\* See Column (G) for the requirements that are contingencies for release of payments.

**ATTACHMENT 2  
BUDGET (#4983.01)**

**ATTACHMENT 2  
BUDGET (4983.01)**

Submitted July 21, 2017		TOTAL (Years 1 - 2)		
<b>Nová verze rozpočtu</b>		Year 1	Year 2	TOTAL (Years 1 - 2)
		BUDGET	BUDGET	BUDGET
<b>Personnel</b>				
BC	Julius Lukeš	6,000	6,000	12,000
BC	postdoc (to be hired)	24,000	24,000	48,000
BC	Drahomíra Faktorová	15,000	15,000	30,000
BC	Eva Kriegová	12,000	12,000	24,000
UM	Matus Valach	19,136	19,136	38,272
	MSc. student (to be hired)	6,375	6,375	12,750
UBC	Racquel Singh	11,000	11,000	22,000
<b>Benefits</b>				
<b>Subtotal Personnel Salaries</b>		93,511	93,511	187,022
<b>Travel Costs</b>				
	Travel Costs - Biology Centre	10,000	6,000	16,000
	Travel Costs - Université de Montréal	600	1,000	1,600
	Travel Costs - University of British Columbia	1,500	1,000	2,500
<b>Subtotal Travel Costs</b>		12,100	8,000	20,100
<b>Consumables</b>				
	Consumables - Biology Centre	42,500	41,500	84,000
	Consumables - Université de Motréal	1,389	989	2,378
	Consumables - University of British Columbia	5,500	6,000	11,500
<b>Subtotal Consumables</b>		49,389	48,489	97,878
<b>Open Access publication costs</b>				
	Open Access - Biology Centre	0	3,000	3,000
	Open Access - Université de Montréal	0	3,000	3,000
	Open Access - University of British Columbia	0	3,000	3,000
<b>Subtotal Open Access</b>		0	9,000	9,000
<b>Sub-award Management Fees</b>				
	Management fee - Université de Montréal	3,125	0	3,125
	Management fee - University of British Columbia	2,250	0	2,250
<b>Subtotal Management Fees</b>		5,375	0	5,375
<b>Total Direct Costs</b>		<b>160,375</b>	<b>159,000</b>	<b>319,375</b>
<b>Indirect Costs</b>		<b>19,375</b>	<b>19,875</b>	<b>39,250</b>
<b>Total Costs</b>		<b>179,750</b>	<b>178,875</b>	<b>358,625</b>