

Children's Cancer Therapy Development Institute

Employee Policy Handbook

Version Dated: 15 February 2017

FOREWORD

At Children's Cancer Therapy Development Institute (cc-TDI) we are focused on the 'preclinical gap' in childhood cancer research. Our mission is to bridge scientific discovery and the initiation of clinical trials through the certification of key tumor-propagating target proteins and validation of new drugs to treat these targets. These new drugs would come from our pharmaceutical company partners. Through these efforts, we will provide the evidence-based testing for the selection and prioritization of new drugs to be used in childhood cancer clinical trials, thus seeding pediatric Phase I and II trials. This idea is the same as that which was emphasized in the Institute of Medicine Report, *Making Better Drugs for Children with Cancer* in 2005. However, until now no specific action has been taken. The cc-TDI will fill this role.

We are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. Our employees are our most valuable resource. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to either the Executive Director or Scientific Director. Neither this handbook nor any other company document confers any contractual right, either express or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time. No supervisor or other representative of the company (except the Executive Director and/or the Scientific Director) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except cc-TDI employees and others affiliated with cc-TDI whose knowledge of the information is required in the normal course of business.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about cc-TDI, and I understand that I should consult my manager or the Executive Director regarding any questions not answered in the handbook. I have entered into my employment relationship with cc-TDI voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or cc-TDI can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the Executive and Scientific Directors of this company, no manager, supervisor or representative of cc-TDI has any authority to enter into any agreement for employment other than at will; only these two individuals have the authority to make any such agreement and then only when approved by the Board of Directors, offered in writing and signed by either the Executive Director or Scientific Director of cc-TDI.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with cc-TDI. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by cc-TDI, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Executive Director of cc-TDI has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at cc-TDI is employment at will, which may be terminated at the will of either cc-TDI or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by cc-TDI or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

_____ Employee's Signature
_____ Employee's Name (Print)
_____ Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Statement of Scope

The policies of the cc-TDI Employee Handbook apply to all officers, scientific and staff employees. Appropriate aspects of these policies, as specified here and in the cc-TDI Finance and Operations manual, are also incorporated into Consultant agreements.

Diversity

Equal Employment Opportunity Statement

cc-TDI provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. cc-TDI complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

cc-TDI expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of cc-TDI employees to perform their expected job duties is absolutely not tolerated.

Anti-harassment Policy and Complaint Procedure

cc-TDI is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, cc-TDI expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of cc-TDI to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. cc-TDI prohibits any such discrimination or harassment.

cc-TDI encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of cc-TDI to promptly and thoroughly investigate such reports. cc-TDI prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws.

For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to cc-TDI (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with

their immediate supervisor, Human Resources or any member of management.

When possible, cc-TDI encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. cc-TDI recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

cc-TDI encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to cc-TDI's Executive Director or directly to the Board of Directors.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of cc-TDI to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not

to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

cc-TDI will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to cc-TDI. Contact the Human Resource department with any questions or requests for accommodation.

Company Policy & Procedures

Background and Reference Checks

To ensure that individuals who join cc-TDI are well qualified and to ensure that cc-TDI maintains a safe and productive work environment, we reserve the right to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's CV, resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to cc-TDI should the company conduct such a check. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and anti-discrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead cc-TDI to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

cc-TDI also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

Employment Verification Law

cc-TDI is required, by both Federal and State law to verify that all employees are legally eligible to work in the United States. This is commonly known as the Form I-9 Identity and Employment Authorization Process. The verification process requires that each employee, within 20 days of hire, provide physical proof that they are eligible to work in the US, as well as sign an affirmation stating their eligibility. cc-TDI is required to retain a written or electronic copy of this affirmation for the duration of individual's term of employment.

The employee must attest, under penalty of perjury and on a form designated or established by

the Attorney General by regulation, that he or she is not an unauthorized alien by providing documentation as described below.

Each employee must provide one or more of the following documents so to establish both identity and employment eligibility. If an individual provides a document or combination of documents that reasonably appears on its face to be genuine the requirement is said to be met.

Documents establishing both employment authorization and identity:

1. United States passport;
2. Resident alien card, alien registration card, or other document designated by the Attorney General, if the document A. contains a photograph of the individual and such other personal identifying information relating to the individual as the Attorney General finds, by regulation, sufficient for purposes of this subsection, B. is evidence of authorization of employment in the United States, and C. contains security features to make it resistant to tampering, counterfeiting, and fraudulent use.

Documents establishing employment authorization

1. Social security account number card (other than such a card which specifies on the face that the issuance of the card does not authorize employment in the United States); or
2. other documentation evidencing authorization of employment in the United States which the Attorney General finds, by regulation, to be acceptable for purposes of this section.

Documents establishing identity of individual

1. Driver's license or similar document issued for the purpose of identification by a State, if it contains a photograph of the individual or such other personal identifying information relating to the individual as the Attorney General finds, by regulation, sufficient for purposes of this section; or
2. In the case of individuals under 16 years of age or in a State which does not provide for issuance of an identification document (other than a driver's license) referred to in clause (i), documentation of personal identity of such other type as the Attorney General finds, by regulation, provides a reliable means of identification.

Internal Transfers/Promotions

Employees with more than twelve months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. At the same time, the company may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements.

cc-TDI offers employees promotions to higher-level positions when appropriate. Management prefers to promote from within and may first consider current employees with the necessary

qualifications and skills to fill vacancies above the entry level, unless outside recruitment is considered to be in the company's best interest.

To be considered, employees must have held their current position for at least 12 months, have a satisfactory performance record and have no disciplinary actions during the last 12 months. Management retains the discretion to make exceptions to the policy.

Nepotism, Employment of Relatives and Personal Relationships

cc-TDI wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform either or both the Scientific Director and/or the Executive Director.

cc-TDI reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

Progressive Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

cc-TDI supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, HR best practices and employment laws. Outlined below are the steps of our progressive discipline policy and procedure. cc-TDI reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines cc-TDI's progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a

written record of the discussion is placed in the employee's file for future reference.

- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.
- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

cc-TDI reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Separation of Employment

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- **Retirement:** Employees who wish to retire are required to notify their department director and the Executive Director or Scientific Director in writing at least one (1) month before the planned retirement date.
- **Job abandonment:** Employees who fail to report to work or contact the Operations or Scientific Director for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal hours on the third day. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- **Termination:** Employees of cc-TDI are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

Return of Company Property

The separating employee must return all company property at the time of separation, including uniforms, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

The separating employee shall contact the Executive Director or Scientific Director as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Accrued vacation leave will be paid in the last paycheck unless the employee resigned and did not give and work a full two weeks' notice.

Health insurance terminates the last day of the month of employment, unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left cc-TDI in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Executive Director or Scientific Director, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Supervisors must obtain approval from the Scientific or Operations director or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Final Pay

Termination of Employment by cc-TDI: When an interruption in the employer-employee relationship by volition of the employer occurs, the wages or compensation for labor or service earned, vested, determinable, and unpaid at the time of such discharge are due and payable immediately, EXCEPT: * When the employer's accounting unit, responsible for the drawing of payroll checks, is not regularly scheduled to be operational, then the wages due the separated employee shall be made available to the employee no later than six hours after the start of such employer's accounting unit's next regular workday. * If the accounting unit is located off the work site, the employer shall deliver the check for wages due the separated employee no later than twenty-four hours after the start of such employer's accounting unit's next regular workday

to one of the following locations selected by the employer: a) the work site, b) the employer's local office, c) the employee's last-known mailing address.

Permissible Deductions Upon Termination

Deduction for the amount of money or the value of property that the employee failed to properly pay or return to the employer in the case where a terminated employee was entrusted during his or her employment with the collection, disbursement, or handling of such money or property. In this instance the employer shall have 10 calendar days after the termination of employment to audit and adjust the accounts and property value of any items entrusted to the employee before the employee's wages or compensation shall be paid in accordance with C.R.S. 8-4-109.

Termination of Employment by the Employee

When an employee voluntarily quits or resigns, they are to receive their wages and compensation, due and payable, upon the next regular payday. They may be paid by check, cash, or by direct deposit as on any other payday. For the purpose of timely payment of wages, it is the policy of the Division of Labor that an employee has quit or resigned in the instance where he or she has not shown up for work as scheduled. Note: this policy solely applies to the Division of Labor and this section of the law; other agencies may differ in their assessment of employment separation.

Exit Interview

cc-TDI may request an exit interview upon notice of termination. The purpose of the exit interview is to complete necessary forms, collect company property and discuss employment experiences with the company.

Workplace Expectations

CONFIDENTIALITY POLICY AND PLEDGE

All employees are required to sign a confidentiality agreement. This will be provided to each employee upon new hire. The text of the agreement is provided below in sample form.

Children's Cancer Therapy Development Institute Confidentiality Agreement

As an employee, consultant, contractor, agent, director, volunteer, intern or other designated individuals who conduct any form of business, research, legal or other activities at or on behalf of Children's Cancer Therapy development Institute (hereinafter "cc-TDI") I understand that I may have occasion to come into the knowledge and/or possession of, or have direct or inadvertent contact with certain confidential, proprietary, embargoed, or otherwise sensitive information essential to the operation and future success of cc-TDI. I additionally understand that I am bound by the provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and the mandates therein for ensuring

the maintenance of the confidentiality of Personal Health Information (PHI). I hereby agree to be bound by the terms of this Agreement as a necessary condition to ensuring that all such confidential information, as defined herein, is protected from disclosure, and that I will keep all information that I am provided or come into the knowledge or possession of private and confidential

I further understand that cc-TDI conducts research for scientific discovery and engages in the exchange of certain private, confidential and proprietary information and/or materials between collaborative partners that may be subject to specific non-disclosure agreements and confidentiality disclosure agreements. By virtue of my position with cc-TDI I understand that I am further bound by the terms of any current and future non-disclosure agreements or confidentiality disclosure agreements.

1. Definition of Confidential Information: For purposes of this Agreement, "Confidential Information" covered herein shall include any unpublished and yet to be released data, documents, electronic information, embargoed information, financial documents or information, information exchanged on or over secure and non-secure electronic communications, and any and all information necessary for the operations of cc-TDI and held in confidence and not public in nature. Confidential Information additionally includes any information unilaterally or bilaterally shared or distributed by and between collaborative partners or research subcontractors. Such Confidential Information may or may not be the subject of a separate non-disclosure agreement of confidentiality disclosure agreement. Confidential Information, for purposes of this Agreement, is additionally construed to include any information covered by HIPAA or within the meaning of PHI. Confidential Information shall be construed broadly to include any and all information that is not of a public nature.

2. Exclusions from Confidential Information. This Agreement does not extend to information that is: (a) publicly known or subsequently becomes publicly known through no fault of the undersigned individual to this Agreement; (b) learned by the undersigned individual to this Agreement through legitimate means other than from being associated with cc-TDI; or (c) is disclosed by cc-TDI, or is made public by cc-TDI or the undersigned individual to this Agreement is provided specific written approval for such disclosure by an authorized individual. Absent the occurrence of any one or more of the above Exclusions, the undersigned individual agrees to maintain any data or information confidential pursuant to the terms of this Agreement.

3. Time Periods. This Agreement survives the separation or termination of the employment relationship or any relationship the undersigned individual may have maintained with cc-TDI. The undersigned individual agrees to and understands that this Agreement is continuing in nature and does not terminate upon separation from cc-TDI.

4. Incorporation By Reference: It is understood that cc-TDI's internal Information Security Policies are hereby incorporated by reference hereto and are available as further guidance and clarification. Any additional policies, guidelines or agreements that may be incorporated by reference at

any time in the future will be specifically enumerated and provided to all cc-TDI personnel and/or may require the execution of a new Agreement.

I FURTHER AGREE THAT:

1. I will only access information that I need to perform my job.
2. I will protect and maintain the privacy of financial and employee information.
3. I will keep my passwords secret and will not share them with anyone.
4. I will keep my passwords and/or access codes secret for inner office password protected files, data, and other programs and will not share them with anyone.
5. I will not use anyone else's password to access confidential information or materials.
6. I will log off any password protected applications each and every time before leaving my workstation, regardless of the length of time I will be away from my workstation.
7. I will not show, tell, copy, give, sell, review, change or discard any confidential information unless specifically directed to do so, or it is part of my job.
8. I will ensure that my hard drive is encrypted; and
9. I will advise my supervisor or a director of any known violations of this policy by any other member of cc-TDI.

Failure to comply with this agreement will result in disciplinary action up to and including termination of my employment and/or the termination of my contract or other working/intern/partnership agreement at cc-TDI and/or civil or criminal legal penalties. I further understand that any unwarranted disclosure of HIPAA or PHI information or covered materials may necessitate the duty of my employer and/or the directors of cc-TDI to report such violations of Federal Law.

The policies contained herein are subject to review and amendment on an annual basis to ensure continued compliance with all applicable statutory provisions and industry standards and practices. Any revision to any part or portions of these policies will require the execution of a new Agreement.

By signing this, I agree that I have read, understood and agree to be bound by the terms of the Agreement.

Signature: _____ Date: _____

Print Full Name: _____

Phone Number: _____

Email Address: _____

Furthermore, employees should be aware that when working with one of more outside research sponsors, all information for that project should be segregated from other work in the laboratory. Employees shall be reminded that the terms of confidentiality at hire apply to this project. An employee working on a project for an outside sponsor shall not work on any related project for cc-TDI or a different sponsor for the period of the sponsored research

Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of cc-TDI may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

Conflicts of interest could arise in the following circumstances:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with cc-TDI.
- Hiring or supervising family members or closely related persons.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all company employees.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their manager or the Executive Director or Scientific Director.

Intellectual Property (IP) Principles and Standards

Guiding principle — cc-TDI seeks to create new knowledge through basic and applied research and innovation. A hallmark of health and research universities is their commitment to sharing ideas, research findings, and the products of intellectual pursuits with the broader academic community. This sharing furthers our commitment to truth, the diffusion of successful practices, and the advancement of scientific knowledge for the benefit of the community. When research results in potentially commercializable technologies, cc-TDI tries to ensure that the technology is developed through appropriate relationships with industry. We commonly share the products of our professional activity with others in the spirit of academic freedom and encourage this collegial interchange. When we create intellectual property that may have potential commercial value, we recognize cc-TDI's ownership interest and that cc-TDI may assert its ownership rights to the intellectual property. All employees are required to sign an IP assignment agreement, the sample text of which is given below:

**CHILDREN'S CANCER THERAPY DEVELOPMENT INSTITUTE
INTELLECTUAL PROPERTY ASSIGNMENT
AND NONDISCLOSURE AGREEMENT**

This Intellectual Property Assignment and Nondisclosure Agreement (“Agreement”) confirms an agreement between the Children’s Cancer Therapy Development Institute (hereinafter “cc-TDI”), and _____, a resident of _____ and is hereby entered into on _____, 20____, in consideration of the following:

1. Proprietary Information.

- a. I understand that cc-TDI possesses and will possess Proprietary Information, which is important to its operations currently and in the future. For purposes of this Agreement, “Proprietary Information” is information that was or will be developed, created, or discovered by or on behalf of the cc-TDI, or which became or will become known by, or was or is conveyed to the cc-TDI, which potentially has commercial value, as defined broadly, in cc-TDI’s operations. “Proprietary Information” includes, but is not limited to, information (whether conveyed orally, in writing or via any other means of conveyance, electronically or otherwise) about pharmaceutical compounds, oncology drug compounds, natural products of whatsoever nature, chemical formulations, raw or synthesized or analyzed data, pre-publication materials, algorithms, mask works, layouts, trade secrets, computer programs, designs, technology, ideas, know-how, products, services, donor lists, finances, processes, formulas, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, the salaries and terms of compensation of employees and other information concerning cc-TDI’s actual or anticipated business, research or development, or which is received in confidence by or for cc-TDI from any third party and may or may not be subject to an existing confidentiality disclosure agreement or non-disclosure agreement.

- b. I acknowledge and agree that all Proprietary Information and all right, title and interest in and to patents, patent rights, copyright rights, trademarks, trade secret rights, and other intellectual property and proprietary rights anywhere in the world (collectively “Rights”) in connection therewith shall be the sole property of the cc-TDI. I will at all times keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of the Executive Director or General Counsel of cc-TDI. It is further understood that any information that is or becomes publicly available or within the public domain is no longer subject to the terms of any confidentiality provision or agreement.

2. Assignment of Intellectual Property.

- a. I agree to assign and do hereby assign to cc-TDI all rights, title and interest in and to all Proprietary Information and “Inventions” and all Rights therein. As used herein, the term “Inventions” includes patents, patent applications, copyrights, trade secrets, improvements, inventions (whether or not patentable), works of authorship, technology, algorithms, circuits, mask works, layouts, computer software, formulas, ideas, designs, processes, techniques, know-how and data made or conceived or reduced to practice or developed by me, either alone or jointly with others) prior to the date of execution of this Agreement or may acquire in the future in connection with consulting, advising, assisting or providing any other services to cc-TDI, formally or informally, and in any capacity whatsoever broadly relating to, but not exclusively or expressly limited to, the conduct of the operations of cc-TDI in the development and creation of new therapies for childhood cancer clinical trials. I have attached hereto (Attachment A) a complete list of all existing Inventions to which I claim ownership and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement.
- b. I agree to perform from time to time at the request of cc-TDI all acts deemed necessary or desirable by cc-TDI to permit and assist it, at cc-TDI’s expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or my assignment with respect to such Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint cc-TDI and its duly authorized officers and agents, as my agents and attorneys-in-fact, with full power of substitution, to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.
- c. cc-TDI agrees to indemnify me to the fullest extent possible in the event of any civil enforcement action or any other civil legal proceeding as a result of any claims against me personally in connection with the assignment of any Intellectual Property rights contained herein. cc-TDI will not provide indemnification for any actions as a result of any infringement action or civil actions arising from concealment of

3. cc-TDI Materials.

- a. I understand that cc-TDI possesses or will possess “cc-TDI Materials” which are important to its business. For purposes of this Agreement, “cc-TDI Materials” are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of cc-TDI, whether such documents have been prepared by

cc-TDI or by others. “cc-TDI Materials” include, but are not limited to, research, raw data, translational data, analyzed data, drawings, photographs, charts, graphs, notebooks, donor lists, computer software, media or printouts, any type of recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like. cc-TDI Materials are to be broadly interpreted as any materials produced, worked on, created or designed at any time at any facility or location on behalf, by or for cc-TDI.

- b. All cc-TDI Materials shall be the sole property of cc-TDI. I represent that I have not and I agree that I will not remove any cc-TDI Materials from the business premises of cc-TDI, or electronic materials maintained on any server, hard drive, database or storage device, or deliver cc-TDI Materials to any person or entity outside cc-TDI. I further agree that, if so requested by cc-TDI, I will return all cc-TDI Materials in my possession, including, without limitation, any apparatus, equipment and other physical property, or any reproduction of such property.

4. Moral Rights.

Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of cc-TDI that would otherwise violate such Moral Rights. I will confirm any such waivers and consents from time to time as requested by cc-TDI.

5. No Conflict With Obligations To Third Parties.

I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to entering into this Agreement. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. Governing Law And Severability.

I agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the highest principles of business without regard to the conflict of laws provisions of any jurisdiction thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

7. Successors And Assigns.

This Agreement shall be effective as of the date I execute this Agreement and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of cc-TDI, its subsidiaries, successors and assigns.

8. Modification.

This Agreement can only be modified by a subsequent written agreement executed by me and the Executive Director or General Counsel of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Dated: _____, 20__

By: _____

Accepted and Agreed to:

By: _____

ATTACHMENT A

Children's Cancer Therapy Development Institute

Members, Directors, Employees, Agents:

1. The following is a complete list of Inventions or Copyrights relevant to the business or proposed business of Children's Cancer Therapy Development Institute or cc-TDI (the "Company") that have been made or conceived or developed or first reduced to practice by me alone or jointly with others that I will proffer to the Company subject to the Company's Intellectual Property Assignment and Nondisclosure Agreement.

___ No Inventions

___ See below:

___ Additional sheets attached

2. I propose to deliver to the Company the following materials and documents of a former employer:

___ No materials or documents

___ See below:

Signature

Outside Employment and Outside Financial Interests

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by cc-TDI. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If cc-TDI determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

#General Principles

cc-TDI recognize that appropriate consulting activities may be beneficial to the Institute. The benefits include: enhancing the knowledge, expertise and experience of our scientists; assisting in maintaining knowledge of practice and applications; opening and expanding contact and communication with other institutions, organizations, industry, governmental agencies and other potential clients; and fostering public service activities otherwise unavailable. Thus, appropriate consulting activities constitute enrichment and continuing education activities which enhance the professional development and reputation of our employees. Hence, reasonable participation in consulting is encouraged within the parameters listed below.

Although consulting may make us better researchers and scientists, the consulting process has in it the potential for diversion from an individual's primary activities and responsibilities. The basic principle of this policy statement, therefore, is that there are limitations that cc-TDI employees must be aware of. The purpose of this policy is to state these limits and the reasons for them.

The limits set forth below are intended to strike a balance between consulting and regular employee duties and serve to safeguard the interests of both parties. In cases of ambiguity, the primary guide should be the intention to promote the interests of cc-TDI as a place of employment, science and research.

#Definition of Consulting

For purposes of this policy, consulting is defined as professional activity related to the employee's field or discipline, where a fee-for-service or equivalent relationship with a third party exists.

There are many types of consulting relations and fee arrangements. The principle is that, in consulting, a person agrees to use his or her professional capabilities to further the agenda of a third party in return for compensation. Thus, it does not matter whether a person is on the client's payroll, works as an independent contractor, or acts as a director, board member or as a manager of a company engaged in activities related to the consultant's field or discipline. Included under this definition are situations in which an employee is chosen to serve on a Board of Directors of a company, or in some equivalent position, because of that individual's affiliation with the cc-TDI and with a discipline that serves to enrich the company.

Several types of activities, other than regular employee duties, are not "consulting." These are:

Publication. Scholarly communications in the form of books, movies, television productions, art works, etc., though frequently earning financial profit for a faculty member and for another party (e.g., publisher), are not viewed as consultation. To attempt to distinguish between types of books, to assess the roles of book publication in different disciplines, or to challenge the historical relation between authorship and manuscript ownership would be fraught with danger and confusion. These reservations apply equally to the other types of scholarly communication cited.

Professional Service. Under this category fall seminars, service on national commissions, on governmental agencies and boards, on granting agency peer-group review panels, on visiting committees or advisory groups to universities, and on analogous bodies. The fundamental distinction between activities and consulting is that they are public or college service. Although an honorarium or equivalent sometimes is forthcoming, these professional service activities are not undertaken for personal financial gain. Therefore, such service does not fall within the consulting category.

"Moonlighting." Faculty members may pursue a variety of endeavors for financial profit that are not directly related to their fields or disciplines. These efforts are not considered consulting under this policy.

#The Amount of Permissible Consulting Time

Full-time employees are permitted to spend a maximum of four days per month consulting. Time consulting must not be during regular cc-TDI work hours. Eight hours of consulting time are considered equivalent to one day. This limit is averaged over a four month interval, so that within this period, 16 days or 128 hours of consulting are permitted.

#Consulting During Periods of Part-time Employment

Part-time employees are permitted to consult proportionately as much as full-time employees, and in addition, to consult during their work time that is not committed to cc-TDI.

#Responsibilities of Employees

Employees are required to request permission to consult from the either the Scientific or Executive Directors.

Consulting is encouraged, provided the employee's primary obligations to cc-TDI are met. The responsibility for adhering to the limit on consulting days, and other aspects of this consulting policy, lies first with the individual. Employees have an obligation to report, fully and currently, the level of their consulting activities. Additionally, they should resolve any questions or ambiguities with the appropriate Director before the fact, so that the Institute is not injured by their actions. cc-TDI has the right, and indeed, the obligation, to protect itself from losses due to excess consulting.

#Use of Institute Facilities or Services

In general, the use of cc-TDI personnel, equipment, facilities, and materials should be avoided in consulting. When the use of company resources is required, the Scientific Director must provide prior approval and the company must be reimbursed in full for all expenses chargeable to it.

#How to Request to Engage in Consulting Services

Employees are required to request permission to consult from the Scientific Director (or Executive Director or General Counsel, where a conflict of interest exists) on an annual basis on or before January 30; additionally, permission should be requested if there is a substantial change in the anticipated consulting. Change to consulting activities should be made 2 weeks in advance, so that a Conflict of Interest management plan can be established. Separate permission is required for each entity for whom the faculty member wishes to act as a consultant.

The information required is:

- The entity for whom the faculty will be consulting;
- a brief description of the consulting activity;
- the location where the consulting will occur;
- the anticipated time involved;

- a discussion of how this activity will benefit you in your teaching, research, service or administrative responsibilities;
- a description of the arrangements for reimbursing cc-TDI for any resources used, including personnel, facilities, supplies or equipment;
- a discussion of any potential conflicts of interest that might arise as a result of the consulting, whether the potential conflict is with a cc-TDI interest, or with an externally funded program;
- endorsement by the faculty member's department head.

#Conflict of Interest

cc-TDI encourages all employees in the practice of their profession, including consulting. It must be recognized, however, that professional consulting activities and involvement in business ventures can result in an apparent or actual conflict of interest with cc-TDI. This policy provides several principles which should be followed to avoid conflicts.

With appropriate prior administrative approval, any employee may render professional consulting services. Such consulting must not preempt, and must be scheduled around, the responsibility of the employee to meet all assigned duties and obligations to the company. All employees are expected to avoid all actual and apparent conflicts of interest.

An employee's first obligation is as an employee of cc-TDI. As such, he or she is not to assist other organizations in competing for research or instruction contracts of the type that our organization normally pursues.

Full-time employees may not be on the payroll of other organizations except as consultants.

Similarly, any financial interest greater than \$1000 that may represent a conflict of interest or a conflict of commitment should be disclosed as soon as possible, and no later than 2 weeks after the engagement of the potential conflict activity (prospective declaration is preferred). This includes ownership by employees or their first-degree relatives of entities related to cc-TDI business.

Attendance and Punctuality

Vacation and holidays must be scheduled with one's supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

Attire and Grooming

It is important for all employees to project a professional image while at work by being appropriately attired. Clothing must be consistent with the standards for a research laboratory and must be appropriate to the type of work being performed.

cc-TDI is confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action, which may result in termination.

Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, company-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, company-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon cc-TDI or be contrary to cc-TDI's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/transferred via other means. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact Operations with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the company.

Right to Monitor All company-supplied technology and company-related work records belong to the company and not to the employee. cc-TDI routinely monitors use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

Social Media—Acceptable Use

Below are guidelines for social media use:

- Employees may not post financial, confidential, sensitive or proprietary information about the

company, clients, employees or applicants.

- Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the company, clients, employees or applicants.
- When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, “The opinions expressed on this site are my own and do not necessarily represent the views of cc-TDI.”

cc-TDI may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

Social Media and the Workplace Law

Effective January 1, 2014, the Employee Social Media Account Privacy law (§ 659A.330, O.R.S.) prevents employers from accessing employees’ and job applicants’ personal social media accounts.

According to the law, an employer may not:

- Request that a job applicant or employee disclose his or her password to a social media account;
- Compel an employee or applicant to add it to a contact list associated with a social media account — e.g., to add the employer as a LinkedIn “connection” or a Facebook “friend”;
- Compel an applicant or employee to access her password-protected social media content in the presence of an employer representative, so that he may view it (a practice referred to as “shoulder surfing”); or
- Retaliate against or penalize an applicant or employee in any way for refusing to disclose a password, refusing to “connect” or refusing to allow an employer representative to “shoulder surf.”

The law applies to private and public employers in Oregon.

Solicitations, Distributions and Posting of Materials

cc-TDI prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by cc-TDI management and company-sponsored programs related to cc-TDI’s endeavors.

Provisions:

- Nonemployees may not solicit employees or distribute literature of any kind on company premises at any time.
- Employees may only admit nonemployees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business.
- Employees may not solicit other employees during work times, except in connection with a company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at

- any time, except in connection with a company-sponsored event
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to the Executive Director.

Whistleblower Policies & Protections

cc-TDI is entrusted with public and private funds, and therefore we subscribe to the policies and protections under the NIH policies for enhanced whistleblower protections, <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-14-068.html>. These include the following guidelines:

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A management official or other employee of the contractor (i.e., the cc-TDI Executive Director), subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover or address misconduct;
- A Member of Congress, or a representative of a Congressional Committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency; or
- A court or grand jury.

Employee Personnel Files

Employee files are maintained by the Executive Director and/or the Scientific Director and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with anti-discrimination laws.

Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Executive Director or Scientific Director. Personnel files may not be taken outside the department.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Work Performance

Expectations

cc-TDI expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

Duties and Responsibilities (Job Descriptions & Compensation)

Bylaws define the duties of Officers. Employment letters define the duties for other employees. Job postings (disclosed publicly and available on the cc-TDI cloud server) describe the qualifications for each position. All job postings will be held open for 2 weeks, and all candidates (external and internal) given consideration. Compensation shall be consistent with the job description and years of experience, adhering to national standards (eg, payscale.com) in the context of a non-profit biotechnology company. Annual salary reviews will be conducted at each annual performance review. Postdoctoral salaries shall be in compliance with published NIH guidelines for Ruth L. Kirschstein National Research Service Award (NRSA) standards.

Note that salaries of personnel assigned to Government projects shall be the same as salaries of similar positions paid for by the institution. Salary caps are described at http://grants.nih.gov/grants/policy/salcap_summary.htm. If there are no similar positions, salaries shall be in accordance with the published salary ranges and the qualifications for each position as described above.

Reviews

cc-TDI may periodically evaluate an employee's performance. The goal of a performance review is to identify areas where an employee excels and areas that need improvement. cc-TDI uses

performance reviews as a tool to determine pay increases, promotions and/or terminations.

All performance reviews are based on merit, achievement and other factors may include but are not limited to:

- Quality of work
- Attitude
- Knowledge of work
- Job skills
- Attendance and punctuality
- Teamwork and cooperation
- Compliance with company policy
- Past performance reviews
- Improvement
- Acceptance of responsibility and constructive feedback

Employees should note that a performance review does not guarantee a pay increase or promotion. Written performance evaluations may be made at any time to advise employees of unacceptable performance. Evaluations or any subsequent change in employment status, position or pay does not alter the employee's at will-relationship with the company.

Forward any questions about performance expectation or evaluation to the supervisor conducting the evaluation.

Insubordination

Supervisors and employees should interact with mutual respect and common courtesy. Employees are expected to take instruction from supervisors or other persons of authority. Failure to comply with instructions or unreasonably delaying compliance is considered insubordination. Acts of insubordination are subject to disciplinary action, up to and including termination. If an employee disagrees with a supervisor, the employee should first try to mediate the situation by explaining their position. If possible, a compromise might be met and accusations of insubordination avoided.

Termination

Employment with the company is on an at-will basis and may be terminated voluntarily or involuntarily at any time.

Upon termination, an employee is required:

- to continue to work until the last scheduled day of employment;
- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- to return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor;
- to participate in an exit interview as requested by [enter authorized person's name].

Workplace Safety

Workplace Safety

cc-TDI takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the company's workplace safety policy. Employees should use all safety and protective equipment provided to them, and maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees who observe an unsafe practice or condition should report it to the Scientific or Executive Director immediately. Employees are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employ of the company. Any questions regarding safety and safe practices should be directed to the Executive Director. Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

Occupational safety and health program for personnel involved in research activities: This program is directed by the Scientific Director in an administrative capacity, not as a medical care provider. Employees are required to provide at the time of their annual review evidence from their primary care provider of Hepatitis B vaccination and PPD testing for tuberculosis exposure. Employees are encouraged to have annual influenza vaccination through their primary care provider.

Injury or accident: In the event of an accident, employees must notify either the Scientific Director or Operations/Lab Manager immediately. Report every injury, regardless of how minor, immediately. Designated providers for medical care are specified in the posted, "Designated Provider Letter". Physical discomfort caused by repetitive tasks must also be reported.

Biohazards: We follow biohazard use & disposal training through Colorado State University's Office of Research Integrity, where cc-TDI scientific personnel have adjunct appointments. Biohazard disposal in the cc-TDI laboratory is conducted by an outside contract service (Stericycle), who have provided additional documentation posted in the laboratory for packaging biomedical waste. Compliance with Federal and organizational policies governing the use and disposal of potentially infectious agents is conducted by the lab safety officer (the Scientific Director or her/his delegate). Monitoring includes daily inspection as well as weekly in-person reviews of findings with laboratory staff.

Workplace Security

Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal

belongings and company property. Visitors should be escorted at all times. Report any suspicious activity to a supervisor immediately.

Emergency Procedures

In the event of an emergency, dial 911 immediately. If you hear a fire alarm or other emergency alert system, proceed quickly and calmly to the nearest exit. Once the building has been evacuated, only a supervisor may authorize employees to reenter.

Drug-Free Workplace

cc-TDI is committed to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, cc-TDI is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of cc-TDI. The Executive Director and Scientific Director are responsible for policy administration.

Employee Assistance and Drug-Free Awareness Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Executive Director or Scientific Director, who will put the employee in touch with people who have been trained to make referrals and assist employees with drug/alcohol problems.

cc-TDI will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

#Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on

company premises, or are conducting related work off-site, they are prohibited from: – Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia). – Being under the influence of alcohol or an illegal drug as defined in this policy.

- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- cc-TDI will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

#Required Testing

cc-TDI retains the right to require the following tests:

- **Pre-employment:** All applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, cc-TDI may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

#Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

#Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

#Inspections

cc-TDI reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

#Crimes Involving Drugs

cc-TDI prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

Workplace Bullying

cc-TDI defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. cc-TDI considers the following types of behavior examples

of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

Violence in the Workplace

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. cc-TDI resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. cc-TDI treats threats coming from an abusive personal relationship as it does other forms of violence. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, Human Resources, member of cc-TDI's Threat Management Team or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Employees should promptly inform the Executive Director or Scientific Director of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. cc-TDI will not retaliate against employees making good-faith reports. cc-TDI is committed to supporting victims of intimate partner violence by providing referrals to cc-TDI's employee assistance program (EAP) and community resources and providing time off for reasons related to intimate partner violence. cc-TDI will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. cc-TDI will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, cc-TDI may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation. Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. cc-TDI encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. cc-TDI will not discipline employees for raising such concerns.

General Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

The Health and Safety Committee and the safety director shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment.

Smoke-Free Workplace

It is the policy of cc-TDI to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the “act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind.”

The smoke-free workplace policy applies to:

- All areas of company buildings.
- All company-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Smoking is permitted in parking lots only.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

We work in an area where we deal with patient information; names, dates or birth, diagnosis, etc.

Compensation

Performance and Salary Review

Performance appraisals are conducted on an annual cycle. Employees will receive a performance review on the established date each year. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Budget allocations for merit increases are planned for and allocated before the start of each calendar year. The annual salary increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be preapproved by the department manager, HR and the company president. Human Resources will review all salary increase/adjustment requests to ensure internal equity and compliance with company policies and guidelines.

Payment of Wages

Salary is paid semi-monthly, at mid-month and the end of the month, for base salary due up to the pay date. Overtime payment, which is included with the nonexempt employee's base salary payment, is also paid semi-monthly with such payment covering hours worked in the prior half-month period.

If the normal payday falls on a weekend or holiday, paychecks will be distributed one workday before the aforementioned schedule.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice. It is the company's policy that employee paychecks will only be given personally to that employee or mailed to his/her home address.

In the event of a lost paycheck, the Executive Director must be notified in writing as soon as possible. In the event the lost paycheck is recovered and the company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the company within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Executive Director.

Except for extreme emergencies and vacation pay, no salary advances will be made.

Permissible Deductions

cc-TDI follows strict guidelines with regard to paycheck deductions. The following constitutes what will or may be deducted from one's paycheck:

- Deductions required by local, state, or federal law such as taxes, social security, FICA requirements, Medicare, garnishments or any other court-ordered deductions.
- Deductions by written agreement between the employer and employee. The agreement must be in writing, enforceable, and not in violation of law.
 - The agreement may be for loans, pay advances, goods or services, and equipment or property.
- Deductions necessary to cover the replacement cost of a shortage due to theft by an employee (see below)
- Deductions for union dues (Must be in writing between the employer and employee.)
- Deductions for the amount of money or the value of property that the employee failed to properly pay or return to the employer
 - In the case where a terminated employee was entrusted during his or her employment with the collection, disbursement, or handling of such money or property. In this instance the Executive Director shall have 10 calendar days after the termination of employment to audit and adjust the accounts and property value of any items entrusted to the employee before the employee's wages or compensation shall be paid in accordance with C.R.S. 8-4-109.

Impermissible Deductions

- Deductions for property damage
 - In general, absent a written agreement to the contrary, employers may not deduct from an employee's wages or compensation for the cost of damage or depreciation to the employer's property. For example, an employer may not typically deduct the cost of damage to a company car from an employee's wages, unless an enforceable written agreement existed between the employer and employee that is not in violation of the law.
- Deductions as fines for employee behavior or actions
 - In general, employers may not apply fines to an employee's earned wages or compensation based upon employee behavior or performance. For example, an employer may not typically deduct from the wages of a restaurant waitperson for the cost of a meal in the event that the customer does not pay the bill.

Time Reporting

A work hour is any hour of the day that is worked and should be recorded to the nearest tenth of an hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven consecutive days beginning on Sunday and ending on Saturday. The usual workweek period is 40 hours.

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 hours in a workweek and should be recorded to the nearest tenth of an hour. Overtime must be approved in advance by the manager to whom the employee reports.

Employees will submit their time record weekly as directed by their manager. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules should be appropriately recorded.

Meal/Rest Periods

The scheduling of meal periods at cc-TDI is set by the employee's immediate manager with the goal of providing the least possible disruption to company operations.

Mandatory Meal Period Employee meal periods are important to company productivity and employee health. Employees who work at least five consecutive hours will be provided a meal break not to exceed 60 minutes. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods.

Rest Breaks Salaried employees, as they are paid a weekly salary regardless of the hours they work, may choose to take breaks as needed. Nonexempt employees are permitted a 15-minute rest break for each four hours of work. Nonexempt employees on rest breaks are not required to clock in and clock out because this time is considered "time worked" and is compensable.

Impermissible Use of Meal Period and/or Rest Breaks Neither the lunch period nor the rest break(s) may be used to account for an employee's late arrival or early departure or to cover time off for other purposes—for example, rest breaks may not be accumulated to extend a meal period, and rest breaks may not be combined to allow one half-hour long break.

Overtime Pay (nonexempt employees)

Nonexempt employees who exceed 40 hours of work time in a workweek will be paid time and one half.

Overtime Rate: employees shall be paid time and one-half of the regular rate of pay for any work in excess of: (1) forty (40) hours per workweek; (2) twelve (12) hours per workday, or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Hours worked in two or more workweeks shall not be averaged for computation of overtime.

Paid leave, such as holiday, sick or vacation pay, does not apply toward work time.

The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night.

Supervisors are required to obtain approval from managers prior to the use of overtime.

Employees who anticipate the need for overtime to complete the week's work must notify the

supervisor in advance and obtain approval before working hours that extend beyond their normal schedule.

During busy periods employees may be required to work extended hours.

On-Call Pay (nonexempt employees)

An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater.

Time worked while on call will be calculated at the employee's regular rate of pay. If an employee is called back to work, he or she will be paid for travel time. If an on-call employee is not called back, no pay will be earned. Overtime compensation is applicable only when total hours worked exceed 40 hours in a workweek.

Employee Travel and Reimbursement

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the company.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Reimbursement Form and supporting documentation to obtain reimbursement of expenses. For more details, refer to the company intranet for detailed travel policies, procedures and authorization and reimbursement forms.

Exempt employees will be paid their regular salary for weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

Holiday Pay

cc-TDI recognizes nine paid holidays each year:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day *Rosh Hashonah (for Religious Observance)* Yom Kippur (for Religious Observance)
- Thanksgiving Day
- Day After Thanksgiving

- Christmas Day

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by the company. Should an employee choose to work on any company holiday, the employee may subsequently use that time as a “floating holiday.” Like vacation time, unused holiday time will expire at the end of the calendar year; unlike vacation time, unused holiday time is not payable upon separation from the company.

Vacation

Oregon wage law does not require paid vacation and does not require that an employer establish a vacation policy. All full- and part-time employees are eligible for vacation leave benefits. Part-time employees working 20 to 29 hours per week will earn vacation on a prorated basis. Full-time employees are those working 30-plus hours per week. Vacation accrual begins on the first day of full- or part-time employment. Vacation is accrued according to the schedule in this policy, which is **one vacation day per 26 full time work days**. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence. To schedule vacation time, employees should request approval from his or her supervisor at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation leave is denied, the supervisor should provide an appropriate reason to the employee. Vacation will be paid at the employee’s base rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee’s vacation, the day will be charged to holiday pay rather than to vacation pay. Leave taken beyond an employee’s available vacation balance may be unpaid unless otherwise required under state or federal law. If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee’s base rate of pay at termination. In the event of the employee’s death, earned unused vacation time will be paid to the employee’s estate or designated beneficiary. For part-time employees at least 0.25 FTE, vacation accrues at the same rate as full time employees.

Sick Leave

All full-time, regular employees accrue sick leave from the date of hire, for a total of **5 days per year**. The accrual rate is **one sick day per 40 full time work days**. Part-time, regular employees accrue sick leave from the date of hire, in a prorated amount using the full-time total of 5 days per year and the average number of hours the part-time employee works per week.

Sick leave may be used for an employee’s personal illness, well-care, and medical and dental appointments. Sick leave may also be used for illness and well-care in an employee’s immediate family.

Sick leave may be accrued to a maximum of 60 hours. Sick leave may not be used before accrual. If sick leave is exhausted, any available vacation hours will be used in its place. An employee who has a sick leave absence in excess of three consecutive working days must present medical documentation for the absence. Employees are not paid for unused sick leave upon termination of employment.

Accrual of Vacation and Sick Leave

Accruals reset January 1 of each year to zero (hence, “use it or lose it”).

Family and Medical Leave Act

Upon hire, cc-TDI provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities Under the Family and Medical Act.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact [insert name and contact info for appropriate person] in writing.

General Provisions Under this policy, cc-TDI will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer’s intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the

company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.
 - An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee’s position.
 - A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.
 - This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
 - Employees with questions about what illnesses are covered under this FMLA policy or under the company’s sick leave policy are encouraged to consult with the Human Resource manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
 - An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.
 - Covered active duty means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

- The term covered service member means:
 - A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
 - A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
- The term serious injury or illness means:
 - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
 - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Amount of Leave An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. cc-TDI will measure the 12-month period as a rolling 12-month period

measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave While an employee is on leave, the company will continue the employee’s health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status After Leave An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Use of Paid and Unpaid Leave All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee’s serious health condition, including workers’ compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification for the Employee’s Serious Health Condition cc-TDI will require certification for the employee’s serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for the Family Member’s Serious Health Condition cc-TDI will require certification for the family member’s serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of Qualifying Exigency for Military Family Leave cc-TDI will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave cc-TDI will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification cc-TDI may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave All employees requesting FMLA leave must provide the HR manager with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR manager will provide the employee with the DOL Notice of Eligibility and Rights. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave cc-TDI may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Personal Leave of Absence

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved.

Please contact the Executive Director for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Paid bereavement leave is granted according to the following schedule:

- Employees are allowed five days of paid leave in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter.
- Employees are allowed three days of paid leave in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of an employee or retiree of the company.

Jury Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify the Executive Director and provide him/her with a copy of the jury summons. cc-TDI will pay regular full-time and regular part-time employees for time off for jury duty up to one week of pay.

Voting Leave

Voting Time: All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to three hours during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

Election Leave: Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded appropriately on timekeeping records.

Military Leave of Absence

cc-TDI is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources. Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact the Executive Director to request leave as soon as they are aware of the need for leave.

Lactation/Breastfeeding

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. cc-TDI is an open-space laboratory. Employees who desire to breastfeed at work must notify the Executive Director at least two (2) days prior to bringing the infant to work. On request, the Executive Director will coordinate with the employee to make a private area available.

Breast milk may be stored in one of cc-TDI's refrigerators provided that it is kept in a sealed plastic bag (Ziplock (R)). Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering.

Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Oregon law requires that an employer with 25 or more employees shall make reasonable efforts to provide a room or other location near the work area, other than a toilet stall, where an employee can express breast milk in privacy. Reasonable efforts means any effort that would not impose an undue hardship on the operation of the employer's business. Undue hardship means any action that requires significant difficulty or expense when considered in relation to factors such as the size of the business, the financial resources of the business, or the nature and structure of its operation, including consideration of the special circumstances of public safety.

Benefits

Medical and Dental Insurance

cc-TDI currently offers regular full-time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical and dental insurance coverage options after they have been employed for 30 days. cc-TDI will pay a portion (50%) of the employee's insurance premium. Dependent coverage is available to all employees at their cost. Insurance premium payments will be deducted from each paycheck.

Employees have up to 30 days from their date of hire to make medical and dental plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Executive Director to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, employees may change medical and dental elections for the following calendar year.

The Executive Director is available to answer benefits plan questions and assist in enrollment as needed.

Group Life Insurance

cc-TDI offers regular full-time employees who have been employed by cc-TDI for 30 days an employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy generally pays a death benefit equal to the lesser of their "Life Salary" (as defined in the Plan document) or \$50,000.

Workers' Compensation Benefits

cc-TDI is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries must immediately notify their department supervisor.

401(k) Plan

cc-TDI provides employees with an employee-sponsored 401(k) plan. Pursuant to safe harbor requirements, cc-TDI will contribute a minimum of 3% of the employee's salary to their 401(k) account every pay period. As permitted by cc-TDI's financial status, the company will contribute up to 7% of the employee's salary. All employer contributions are immediately vested and employees are eligible to participate beginning the first full month after their date of employment. Participation in this program is open to all employees, except for those part-time employees working less than 1,000 hours per year. The plan is administered through Employee Fiduciary and all other plan details may be found in the Summary Plan Description document made available to all employees.

Pre-Tax Transit Pass Deduction

All employees may participate in cc-TDI's pre-tax transit deduction program, through which employees may purchase commuter transit passes on a pre-tax basis. Upon notifying the Operations Manager of their intent to participate in writing with at least two weeks in advance, the company will purchase the requested transit passes on the employee's behalf. The full cost of the requested transit passes will then be deducted, on a pre-tax basis, from the employee's paycheck. This benefit is limited by IRS regulations to \$255 per month for transit passes.

Tuition Assistance (suspended until 2017)

cc-TDI will reimburse up to a maximum of \$2,500 per year incurred by an employee for continuing education through an accredited program that either offers growth in an area related to his or her current position or might lead to promotional opportunities. Courses include college credit courses, continuing education unit courses, seminars and certification tests. Employees must earn a passing grade of "B" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts, and a copy of the final grade card or certification must be presented to show hours or certification received.

Any questions or comments should be directed to the Executive Director.

Outside Communications

Lobbying & External Communication

Lobbying is not allowed, as it could affect our 501c3 status. Any external communications falls under the confidentiality agreement terms. When in doubt, please first contact the Executive Director.