ACPMP CHANGEMAKER RESEARCH GRANT TERMS AND CONDITIONS

BACKGROUND

The Appendix Cancer Pseudomyxoma Peritonei Research Foundation ("ACPMP") is a 501(c)(3) charitable organization committed to funding research for the diagnosis, treatment and cure of appendix cancer and PMP.

ACPMP has opened a request for proposals ("RFP") for its Changemaker Research Grant. This RFP was announced on ACPMP's website at www.acpmp.org and also through its communications networks outreach to researchers in the field.

I. Definitions. The following definitions shall apply in this Agreement:

A. "Budget" shall outline the details of how the Grantee and Institution will spend the Grant Funds.

B. "Deliverables" are the progress reports, milestones reports, financial reports and other materials to be produced or submitted on behalf of the Project that AACR and the Grantee have agreed upon for the Project.

C. "Grant Term" shall mean the period of performance for this Agreement, which begins on the Effective Date and ends two years from the Effective Date.

D. "Grantee" is identified as the key individual with the primary responsibility for the Project for the entire Grant Term at the level of involvement specified in the Proposal.

E. "Medical Records" are any medical records of Project subjects reflecting treatment provided in connection with the Project, including, without limitation, treatment entries, x-rays, biopsy reports, ultrasound photographs and other diagnostic images.

F. "Proposal" is the final version, approved by ACPMP, of the proposal for the Project, which is the final version as of the Effective Date.

G. "Study Data" are records and reports, other than Medical Records, collected or created pursuant to or prepared in connection with the Project including, without limitation, reports (e.g., case report forms, any data summaries, any interim reports and the final report) and all information regarding inventories and disposition of all drugs and devices used in or resulting from the Project to the extent housed or maintained at the Institution.

II. Award of Grant.

A. ACPMP shall provide the Grantee's Institution with Grant Funds in the total amount of USD $150,000. Grant Funds will be paid to Institution as set forth in Section IV. The Grant is made contingent on the Grantee's agreement to forego any other funding that would require relinquishment of the Grant.

III. Term.

A. The Grant Term of this Agreement will be two years beginning on issuance and

acceptance of Grant Award by ACPMP and the Grantee and Institution ("Effective Date").

B. If the Grantee is unable to receive regulatory authority to commence the clinical trial ("Project") within the two-year Grant Term, ACPMP must be immediately notified. ACPMP retains the right to terminate the Grant if the Project is not, or will not be, commenced within two years beginning on the Effective Date, unless prior approval from ACPMP is obtained.

IV. Payments.

A. Grant Funds shall be paid as follows: (1) the first payment of $75,000 US will be made within 10 business days of ACPMP's receipt of the executed Terms and Conditions document; and (2) the second and final payment of $75,000 US will be made upon ACPMP's receipt of a complete and satisfactory 1-year Progress Report.

V. Use of Grant Funds.

A. Institution will permit the Grantee to use the Grant Funds solely for direct research expenses in accordance with the Proposal and Budget following the Effective Date. The Institution shall be responsible for administering the Grant in accordance with the Proposal. All disbursements shall be in strict accordance with this Agreement.

B. Grantee shall be permitted to make minor adjustments to the expenditures identified in the Budget without requiring ACPMP's prior consent if the adjustment: (i) is consistent with the purpose of the Grant as set forth in the Application and Summary; and (ii) does not result in a change of more than five percent (5%) in a specific line Any other expenditures that would require a modification to the Budget require the advance written authorization of ACPMP. Grantee shall immediately notify ACPMP of its inability to expend the Grant for the purposes described in this Agreement.

C. Research-related expenses not directly related to this Project are **not** allowable expenses. For the purposes of this Grant, any general office supplies or individual institutional administrative charges (e.g., telephone, other electronic communication, utilities, IT network, etc.) are considered to be part of indirect and are **not** allowable budget line items.

D. No Grant Funds provided may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than making available the results of comparison analysis, study, and research. Grant Funds may not become part of the Institution's or any organization's endowment fund, capital campaign, construction, or renovation costs.

E. The Institution will be accountable for the appropriate use of the Grant Funds and for the performance of the Project. The Institution shall be liable for reimbursement to ACPMP of any Grant Funds associated with any inappropriate or unauthorized expenditures of Grant Funds or fraudulent or improper conduct involving the use of Grant Funds.

F. The Institution shall ensure that all Project staff use Grant Funds solely and expressly for the Project.

G. The Institution shall ensure that the Grantee exercises proper stewardship over Grant Funds and that costs charged to the Grant are allowable, allocable, reasonable, necessary, and consistently applied. ACPMP may disallow any cost if it determines, through audit or otherwise, that the cost does not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

H. Partial funding of the Project from other sources is acceptable and encouraged. However, it is the responsibility of the Institution to ensure that the total amount charged for any given research expense across all funding sources does not exceed 100% of the actual cost of that research expense. Institution is responsible for determining whether acceptance of this Grant would jeopardize support it or Grantee may receive from other sources. Institution must require Grantee to document any additional funding supporting this Project, or other research that may significantly affect the Project, in the progress reports described in Section VII. Institution and Grantee are required to respond within 30 days to requests from ACPMP for additional information about other funding, such as budgets and Project aims, for an evaluation of potential overlap.

I. The Institution shall return to ACPMP any unexpended Grant Funds upon the expiration or earlier termination of this Agreement.

VI. Change in Project or Use of Funds.

Any changes from the Proposal that may substantially alter the goal, methodology, or specific aims of the Project must be submitted to, and approved by ACPMP prior to expenditure of Grant Funds on any such matters not described in the Proposal. ACPMP reserves the right to terminate the Grant if the Grantee's position, Project, Institution, or funding support changes substantially from what was described in the Proposal.

A. If the Grantee is appointed to a new position at the Institution during the Grant Term, Institution is required to notify ACPMP in writing within 15 days of notice to the Grantee of such appointment so that ACPMP may determine if the continuation of the Grant is appropriate.

B. If the Grantee notifies the Institution of an intent to transfer to a new institution during the Grant Term, the Institution is required to notify ACPMP in writing within 15 days of receipt of such notice from Grantee. The Grant will be terminated unless a written request is made to ACPMP by Grantee to transfer the Grant and such request is approved by ACPMP.

1. In order to request such consent, the Grantee shall submit to ACPMP, in writing: (i) a request to transfer the Grant, (ii) an interim progress report, (iii) an updated milestones report, (iv) a financial report of expenditures to date and the amount remaining to be transferred, (v) a written confirmation from the current Institution that it is aware of the transfer, (vi) a written confirmation from the new institution of its willingness to accept responsibility for the Grant, (vii) an updated budget and budget justification outlining how remaining funds will be spent at the new institution, and (viii) a description of any Project modifications that may be required.

2. ACPMP may request additional information from the Grantee, Institution, or the new institution as needed.

3. ACPMP will determine, within a reasonable period of time following receipt of the aforementioned information, if the transfer of the Grant to the new institution is acceptable. If approved, ACPMP will execute a new Grant Agreement with the new institution.

C. The Institution shall notify ACPMP of any absence from professional duties by the Grantee during the Grant Term that extends 30 or more days and the reason for such absence.

VII. Reporting Requirements.

A. Funding of the Project is contingent upon compliance by the Grantee and Institution with the reporting requirements set forth herein and approval of the reports by ACPMP as described in this Section. Continuation of the Grant funding is dependent on the Grantee's productivity and evidence of scholarship, and not on obtaining a particular result. ACPMP will withhold release of any future Grant Funds until the scheduled reports corresponding to the status of the Project have been submitted and approved. If any scheduled report is more than 90 days past due, and no explanation has been provided for such delay satisfactory to ACPMP, ACPMP may terminate the Grant, and upon such termination the procedures of Section XIII shall apply. ACPMP will inform the Grantee and Institution of approval or deficiencies in reports.

B. Required Reports. The Institution is responsible for the Grantee's compliance with the following reporting requirements:

1. Interim Reports. The Grantee shall submit a one-page written interim report summarizing progress for the first six months of the Grant Term, and a formal written 12- month progress report (collectively, "Interim Reports"). The Interim Reports shall note any significant delays or obstacles. The Grantee shall also submit an updated version of the milestones report noting progress towards the milestones for that reporting period and a financial report showing the amount of Grant Funds expended, how the Grant Funds were used, and how expenditures compared to the Budget for the 6-month and 12-month reporting periods. These deliverables will be due within 30 days from the end of the applicable reporting period.

2. Final Report. A final progress report, a final updated version of the milestones report, and a final financial report shall be submitted to ACPMP no later than 60 days after the ending date of the Grant Term. Unexpended funds should be returned via electronic payment payable to account name "ACPMP". Grantees may not apply for other ACPMP Grants until the final reports are received and considered acceptable by ACPMP. The final progress

report should be substantive and comprehensive. Additional formal written annual progress reports shall be submitted to ACPMP for a minimum of three additional years following the ending date of the Grant Term.

C. All ACPMP grant-supported research projects are subject to final performance evaluations. The performance evaluation may also be conducted at ACPMP's discretion. The performance evaluation will be conducted using the Grantee's Proposal and all progress reports and an overall performance evaluation rating will be issued. ACPMP will provide copies of anonymized performance evaluation reports to the Grantee. If the ACPMP, after review of the progress reports and performance evaluation results, believes that the accomplishments did not meet the goals and specific aims established for the Project, detailed information on specific areas of deficiency will also be provided to the Grantee (and Institution at ACPMP's discretion). Grantees will be asked to respond to any deficiencies in the progress identified by any performance evaluation. A Grantee that receives an unfavorable final performance evaluation may become ineligible for ACPMP funding in the future.

D. By accepting this Grant, the Institution and Grantee give ACPMP permission to include Grant information (e.g., name, degrees, institution, project title, grant amount, abstract) in publicly accessible databases. ACPMP may use publicly non-confidential and/or previously published information from the reports for public dissemination, such as within their newsletters, on websites, or in other similar public resources. To facilitate such public dissemination, the Grantee and Institution shall fully cooperate with ACPMP in responding to ACPMP's reasonable requests for information with respect to the Project. ACPMP will take into consideration the comments of the Grantee prior to publicly disseminating such reports.

E. Grantee will in good-faith use all reasonable efforts to accommodate ACPMP's invitation to present at its annual symposium or other periodic programs an overview and non- confidential content about this research.

F. After the Grant Term has expired, the Grantee will continue to respond to ACPMP's reasonable requests for information on their career progress and may be requested to provide their current Curriculum Vitae, update their contact information, or provide other relevant information. The Grantee understands that this obligation survives the Grant Term and that they have an ongoing reasonable obligation to provide this information.

G. If applicable, the Grantee and Institution agree to provide to ACPMP all information requested that is necessary for ACPMP to fulfill its reporting obligations under Section 6002 of the Affordable Care Act, which added Section 1128G to the Social Security Act, and its implementing regulations codified at 42 CFR 402 and 403 (collectively the "Sunshine Act"), in a form and/or manner reasonably requested to satisfy these reporting obligations.

H. The Institution agrees, if applicable, to provide access for ACPMP's auditors to Institution's books and records directly related to the Project for a financial audit of the receipt and use of the Grant Funds. Such audits will be during Institution's normal business hours and at such times and locations as reasonably agreed to by the Institution and ACPMP but in any event shall occur in each instance within 10 business days of ACPMP's request and at ACPMP's sole expense.

VIII. Publications and Acknowledgement of Support.

A. The Institution and Grantee are encouraged to publish and present the results of the Grantee's research conducted under this Agreement. Any publications resulting from research funded in whole or in part by the Grant must be cited as follows: "Research supported by the Appendix Cancer Pseudomyxoma Peritonei (ACPMP) Research Foundation." Electronic copies of all such publications must be forwarded to ACPMP within 30 days of publication. In addition, whether during the term of the Grant or afterwards, the Grantee and the Institution shall include this citation on any publicity or communications (external or internal) resulting from the Grant, including but not limited to press releases, media reports, interviews, conference talks, and poster presentations of Study Data. Copies of all such publications must be forwarded to ACPMP.

B. The Grantee, Institution, and ACPMP may state factually on any of their websites and other materials their involvement with this Project and may reference on such websites any materials published in accordance with this Section hereof without seeking prior approval from the ACPMP. No external announcement, press release, or other public statement shall be made by the Grantee, Institution, or any of its affiliated members, agents, or subcontractors to publicize their involvement with this Project, regardless of the medium used, without prior written approval of the ACPMP, unless required by law or regulation, or to respond to an urgent situation in which it is unreasonable to secure prior approval. ACPMP will use its best efforts to review the language as promptly as possible and its approval will not be unreasonably withheld or delayed. Public announcements generated after ACPMP's official announcement do not require prior written approval of ACPMP.

C. Any external announcement, press release, other public statement, or social media announcement related to the granting of this Award may be made only after ACPMP's official announcement.

D. Except as provided in this Agreement regarding acknowledgment in publications, prior approval must be obtained from ACPMP for any use of the logos, trademarks, or service marks of ACPMP.

E. ACPMP requires that the Institution list the annual support provided to the Institution by this Grant whenever Institution lists grantor-supported research during the term of

this Agreement.

IX. Research Intellectual Property.

A. The Institution or the Grantee, as prescribed by Institution policy, shall be responsible for obtaining patent or any other legal protection for each invention or discovery, as they deem appropriate, made during the course of the Project. ACPMP will not bear any responsibility therefor.

B. The Institution shall notify ACPMP of any discovery that is or may be patentable or otherwise protectable under applicable law and that is discovered in the course of the research funded through the Grant. The Institution shall also notify ACPMP of the granting of each patent or other legal protection and of all commercial exploitation of any invention.

X. Research Ethics Requirements.

A. For research involving **human subjects**, the Institution shall certify, and require the Grantee to certify, that the proposed research project has been reviewed and approved in writing by an accredited university or medical school Institutional Review Board ("IRB") constituted in accordance with current regulations promulgated by the United States Department of Health and Human Services ("HHS") and approved by HHS, or by the Association for the Accreditation of Human Research Protection Programs ("AAHRP"). More specifically:

1. Certification by the IRB must be documented by submitting a copy of the institutional letter of approval, which identifies the Principal Investigator (PI) of the Project, the Grantee as an individual authorized to work on the Project, the Project title, the date of approval, and is signed by the IRB Chair or equivalent responsible institutional official. Prior IRB certification for another project cannot be substituted, but can be officially amended to include the Project. If the IRB has deemed the Project to be "Exempt", a copy of the institutional letter signed by the IRB Chair or equivalent responsible institutional official confirming exempt status must be submitted.

2. The Institution bears ultimate responsibility for protecting human subjects under the Grant, including human subjects at all participating and consortium sites, and for ensuring that an Assurance approved by the Office for Human Research Protections ("OHRP") and certification of IRB approval have been obtained before human subjects research can be conducted at each collaborating site.

3. Grantee shall secure a legally acceptable informed consent from any human subjects taking part in any research supervised by such Grantee funded in whole or in part by Grant Funds in accordance with and to the extent required

by current regulations promulgated by HHS.

4. Grantees at non-US institutions must adhere to ethical standards for the protection of human subjects that are at least equivalent to US standards, and to the legal requirements of the country where the research will be conducted. Certification of ethical standards approval must be documented by submitting a letter, which cites all relevant approval and license numbers and dates required by the country where the research will be conducted. In the absence of an official ethical review board (or equivalent) or legal requirements, the Grantee must agree in writing to adhere at minimum to the World Medical Association Declaration of Helsinki: Ethical Principles for Medical Research Involving Human Subjects.

B. For research involving **laboratory animals**, the Institution shall ensure compliance with applicable chapters of the Public Health Service Policy on Humane Care and Use of Laboratory Animals, the NIH Grants and Contracts Policy & Compliance guidelines, and any and all requirements of the institution where such research shall occur concerning animal welfare. More specifically:

    1. Certification by the Institution Animal Care and Use Committee ("IACUC") or equivalent must be documented by submitting a copy of the institutional letter of approval, which identifies the Principal Investigator (PI) of the Project, the Grantee as an individual authorized to work on the Project, the Project title, the date of approval, and is signed by the IACUC Chair or equivalent responsible institutional official. Prior IACUC certification for another project cannot be substituted, but can be officially amended to include the Project.

    2. Grantees at non-US Institutions must adhere to ethical standards for the care and use of animals for research purposes that are at least equivalent to US standards and to the legal requirements of the country where the research will be conducted. In the absence of an official ethical review board (or equivalent) or legal requirements, the Grantee must agree in writing to adhere at minimum to the Association for Assessment and Accreditation of Laboratory Animal Care International's Guide for the Care and Use of Laboratory Animals.

C. ACPMP will not support this Project if the Institution and Grantee do not provide any of the requested certification documentation and certification is required to continue the Project. ACPMP will withhold subsequent grant payments until such documentation has been submitted and accepted by ACPMP. Failure to provide the necessary IRB and/or IACUC certification or the equivalent could constitute a material breach of this Agreement and provide a basis for ACPMP to terminate this Agreement.

XI. Study Data.

A. The Institution shall ensure the prompt, complete, and accurate collection, recording, and classification of the Study Data and Medical Records under the Grantee's supervision. The Institution shall:

1. Maintain and store Study Data and Medical Records in a secure manner with physical and electronic access restrictions, and environmental controls appropriate to the applicable data type and in accordance with applicable laws, regulations, and industry standards.

2. Protect the Study Data and Medical Records from unauthorized use, access, duplication, disclosure, loss, and damage.

B. The Institution shall maintain all Study Data and Medical Records for as long as required by applicable laws and regulations.

C. Should ACPMP request, the Institution shall afford ACPMP or its designee reasonable access to the Grantee's facilities and shall, at ACPMP's expense, provide copies of Study Data to ACPMP. Reports referenced in Section VII shall be prepared as part of the Project and not at any additional expense to ACPMP. The Institution and the Grantee shall, upon request, afford regulatory authorities reasonable access to its facilities and to Medical Records and Study Data, and the right to copy Medical Records and Study Data, subject to appropriate confidentiality and HIPAA protections. ACPMP shall comply with all applicable laws and regulations regarding subject data privacy as they relate to the use and disclosure of individually identifiable health information contained in any patient records.

D. This Section shall survive termination or expiration of this Agreement.

XII. Indemnification. The Institution hereby indemnifies and holds harmless ACPMP for any and all claims, liabilities, losses, and expenses (including attorneys' fees) to the extent arising from or caused by any of Institution's negligent, reckless, or intentionally wrongful act or omission, including without limitation research misconduct, undisclosed conflict of interest or professional malpractice, or fraud or other misconduct in applying for or expending Grant Funds or in carrying out, or reporting on, the Project.

XIII. Term and Termination.

A. Grantee may not terminate the Project prior to the end date without good cause and prior written approval from ACPMP. Failure to obtain such approval may constitute a breach of this Agreement. Institution shall require Grantee to comply with this provision and provide ACPMP with prompt notice of any intent to terminate the Project. If approved, the termination shall be effective on the date upon which the Grantee is notified by ACPMP of approval of Grantee's request to terminate. Any

unspent funds shall be returned to ACPMP, and final progress, milestones, and financial reports submitted to the ACPMP within 60 days of termination.

B. Unless extended by written agreement between ACPMP and the Institution, the Grant Agreement will terminate upon the completion of the Project in accordance with the Goals, Specific Aims and Deliverables, approval of the final progress, milestones, and final financial reports by ACPMP, and final payment in accordance with the Payment Schedule set forth in Section IV. ACPMP will provide the Institution with notice in writing that the Agreement has been terminated in accordance with these terms.

C. ACPMP may terminate this Agreement at any time, and cease further funding, if ACPMP determines, in its sole discretion, that the Grantee, or Institution (i) has materially breached this Agreement and such breach has not been cured within 30 days after notice is provided of said breach; or (ii) has significantly deviated from the stated aims of the Proposal without prior approval of ACPMP; or (iii) is not using Grant Funds for work as set forth in the Proposal; or (iv) has taken action inconsistent with the stated objectives of the Proposal; or (v) has committed scientific fraud including fabrication, falsification, or plagiarism in proposing, conducting, or reporting the results of the Project; or (vi) if the Institution ceases to be qualified as a non-profit entity that is tax-exempt under federal and state laws; or (vii) if any scheduled report is more than 90 days past due without an explanation having been provided satisfactory to ACPMP. ACPMP retains the right to terminate the Grant if the Project is not commenced or pursued in a timely manner as set forth in Section [tbi] and in accordance with the Goals, Specific Aims, and Deliverables.

    1. ACPMP will allow the Grantee or Institution to take corrective measures should the possibility of termination arise from financial, ethical, administrative, or programmatic insufficiencies. In such cases, the Grant will be suspended until corrective actions are taken as outlined by ACPMP. ACPMP will notify the Grantee and Institution as to the nature of such insufficiencies and give the Grantee and Institution a reasonable opportunity (not more than 30 days) to resolve the insufficiencies to the reasonable satisfaction of ACPMP. If the insufficiencies are not resolved within a reasonable time of not more than 30 days or are not otherwise resolved to the reasonable satisfaction of ACPMP, ACPMP may upon written notice to the Institution terminate this Grant. Upon notification by ACPMP of termination, a final financial report of expenditures must be submitted by the Institution with a check for the remaining balance of the Grant Funds, as well as final progress and milestones reports outlining the work accomplished to date. Progress, milestones, and financial reports must be submitted using the templates provided by ACPMP.

D. Any violation of a provision of this Agreement relating to Research Ethics as set forth in Section X, and other related requirements referred to and incorporated

therein, shall be considered a material breach of this Agreement and may be grounds for immediate termination.

E. In the event of a termination of this Agreement pursuant to Section XIII.C. or XIII.D., ACPMP shall be entitled to return of all unexpended Grant Funds and reimbursement of expended Grant Funds if ACPMP determines that such Grant Funds were improperly expended or if the benefit of the expenditure is substantially eliminated by the conduct giving rise to the termination. In addition, termination of this Agreement pursuant to Section XIII.C. or XIII.D. may jeopardize any future Grants by ACPMP to the Grantee and/or the Grantee's Institution. In addition to the provisions of Section XII above, if ACPMP is required to engage in litigation against the Institution to obtain any of the remedies set forth herein in the event of a termination, and is successful in obtaining any such remedy, the Institution shall pay ACPMP's reasonable attorneys' fees and costs as part of such remedy.

F. The Institution may terminate this Agreement at any time based on a material breach of the Agreement by ACPMP, provided that such breach has not been cured by ACPMP within 60 days after notice is provided of said breach.

XIV. Miscellaneous.

A. The Institution shall maintain insurance for each year of the Project for medical professional liability and comprehensive general liability, on a "claims made" basis, against claims for personal injury, including bodily injury or death, and property damage and shall provide "tail" coverage for additional years after the termination of the Project sufficient to insure against any claims that may be asserted within the applicable statute of limitations. Such insurance shall be primary and noncontributory with any other insurance carried by ACPMP and shall provide appropriate waivers. The Institution shall ensure that Grantee maintains insurance meeting the same criteria or that Grantee is provided with the same coverage under Institution insurance. Proof of such insurance shall be provided to ACPMP upon request.

B. Headings and titles are inserted in this Agreement for convenience, are descriptive only, and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

C. Nothing in this Agreement shall be construed to make the parties agents of each other or partners, or to permit either party to incur any expense or bind the other to any obligation not specifically set forth herein.

D. This Agreement may not be modified or amended except by an instrument in writing signed by both parties to this Agreement.

E. Neither Party may assign or otherwise delegate any of its rights or obligations

hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this paragraph shall be null and void, without legal force or effect.

F. Any representations that are deemed to be false will constitute a breach of the Agreement.

G. Any notice(s) required or permitted to be given by this Agreement relating to the terms and conditions of this Agreement shall be in writing and shall be delivered by e-mail, postal mail, facsimile (provided the sender has evidence of successful transmission), courier or shipping company, or personal delivery to the receiving party at its address. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by e-mail, postal mail, facsimile or courier or shipping company, on the day following dispatch.

H. This Agreement and all attachments hereto constitute and contain the entire agreement and understanding between the parties, and supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof. No course of dealing, usage of trade, or course of performance shall be relevant to explain, supplement, or modify any express provision of this Agreement. Unless otherwise stipulated in writing, this Agreement is made with the understanding that ACPMP has no obligation to provide other or additional support to the Institution, any Grantee, or any other person.

XV. Neither party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such party's control, including, without limitation, labor disturbances or labor disputes of any kind, accident, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrence.