

**FOUNDER'S AGREEMENT TO ESTABLISH
THE ROLAND R. GRIFFITHS, PH.D. PROFESSORSHIP FUND
IN PSYCHEDELIC RESEARCH ON SECULAR SPIRITUALITY AND WELL-BEING
AT THE JOHNS HOPKINS UNIVERSITY SCHOOL OF MEDICINE**

This Founder's Agreement ("Founder's Agreement") is made this 5th day of August, 2022, by and between Roland R. Griffiths as "Founder" and as a donor ("Donor") and The Johns Hopkins University ("Johns Hopkins University"). The purpose of this Founder's Agreement is to set forth the terms and conditions pursuant to which the Johns Hopkins University has agreed to establish and manage a new endowed professorship.

Purpose and Intent of the Gift

As the Founder, Roland R. Griffiths intends to benefit the Department of Psychiatry and Behavioral Sciences ("Department") of the Johns Hopkins University School of Medicine by creating an endowed fund to be held in perpetuity to support a professorship and to establish a world class, rigorous, empirical program of research with psychedelic substances to advance understanding of well-being and spirituality in the service of promoting human flourishing for generations to come. This fund will be named "The Roland R. Griffiths, Ph.D. Professorship in Psychedelic Research on Secular Spirituality and Well-Being" (alternatively "Griffiths Professorship", "Griffiths Professorship Fund", or the "Fund. It is the Founder's aspiration that the total endowment reach or exceed twenty million dollars (\$20,000,000).

As a Donor, Roland R. Griffiths has further made a separate agreement ("Gift Agreement") to make a gift ("Gift") to the Johns Hopkins University in support of the Fund.

Appointments to the Griffiths Professorship

Each faculty member appointed to the Griffiths Professorship shall be selected at the discretion of the Director of the Department ("Director"), in accordance with the policies and procedures of the Johns Hopkins University School of Medicine and in consultation with researchers, clinicians and scholars. The Founder has identified David Yaden, Ph.D., a current faculty member of the Department, as the eminently qualified candidate to serve as the inaugural recipient of the Griffiths Professorship based on his commitment to fulfill the Founder's purpose and intent (alternatively "Purpose and Intent" or "Purpose and Intent of the Fund" or "Purpose and Intent of the Fund as set forth in Appendix A"), attached hereto and incorporated herein.

The Founder acknowledges that the faculty member appointed to the professorship shall be determined in the discretion of the Johns Hopkins University School of Medicine in accordance with its policies and procedures. Nonetheless, absent a material and significant change in circumstances, the Founder anticipates that David Yaden, Ph.D. will be the inaugural recipient ("Recipient") of the Fund upon the Date of Establishment of the Fund (as hereinafter defined).

Gift Agreements / University's Commitment

The Gift will be combined with others to establish the Fund. Each Donor pledging or gifting an amount of Fifty Thousand Dollars (\$50,000) or more will provide a separate written Gift Agreement to the Johns Hopkins University of their intention to make a Gift in support of the Griffiths Professorship Fund and

the specific terms of such Gift. Each such agreement shall incorporate this Founder's Agreement by reference as an attachment. The Johns Hopkins University recognizes that different Donors may have different provisions in their Gift Agreements; provided, however, no separate Gift Agreement may modify the terms of the following sections of this Founder's Agreement: Investment of the Griffiths Professorship Fund, Review of Recipient, Replacement of Recipient, Modifications, and Appendix A.

When (i) the total Gift Agreements attain or exceed Ten Million Dollars (\$10,000,000), and (ii) the actual cash received in support of the Fund attains or exceeds Seven Million Five Hundred Thousand Dollars (\$7,500,000), the Griffiths Professorship shall be deemed established ("Date of Establishment") and the inaugural Recipient shall be appointed as provided above.

If the Fund has no Date of Establishment (as defined above) by December 31, 2030, but the Fund has nonetheless received cash in the amount of at least Two Million Five Hundred Dollars (\$2,500,000) by December 31, 2030, the Date of the Establishment of the Fund shall be December 31, 2030.

If the Fund has no Date of Establishment (as defined above) by December 31, 2030, and the Fund has not received cash in the amount of at least Two Million Five Hundred Dollars (\$2,500,000) by December 31, 2030, the Founder agrees that (i) the Johns Hopkins University will use the cash received for purposes that are as close as possible to the original Purpose and Intent of the Fund or (ii) as otherwise provided in each Donor's separate Gift Agreement.

All distributions from the Griffiths Professorship Fund will be made exclusively in fulfillment of the Founder's original Purpose and Intent of the Fund set forth in Appendix A.

One-Time Assessment

According to policies heretofore adopted by the Johns Hopkins University, the Johns Hopkins University School of Medicine will charge a one-time assessment equal to (i) fifteen percent (15%) of the first Two Million Five Hundred Thousand Dollars (\$2,500,000) cash received, (ii) twelve percent (12%) of the next Seven Million Five Hundred Thousand Dollars (\$7,500,000) cash received and (iii) seven percent (7%) of cash received over Ten Million Dollars (\$10,000,000), which assessments shall be used to support institutional priorities as determined by the Johns Hopkins University and its School of Medicine. These percentage limitations on assessments shall apply to the aggregate of all cash received from whatever source in support of the Fund.

Notwithstanding the previous paragraph, all cash received from whatever source in support of the Fund on or after five (5) years from the Date of Establishment shall be charged a one-time assessment fee equal to the standard assessment fee from time to time then charged for the establishment of professorship endowments by the Johns Hopkins University School of Medicine, and such assessments shall be used to support institutional priorities as determined by the Johns Hopkins University and its School of Medicine.

Investment of The Griffiths Professorship Fund

In accordance with the Johns Hopkins University policy, endowments are established subject to the approval of the Johns Hopkins University's Board of Trustees ("Board of Trustees") or the appropriate authorized officer within the Johns Hopkins University. The Johns Hopkins University may commingle the Griffiths Professorship Fund with other endowments in the Johns Hopkins University's investment

pool and may deduct reasonable and necessary costs and expenses as approved by the Board of Trustees. The Johns Hopkins University has sole discretion over the investment of the Griffiths Professorship Fund and will manage the said Fund in accordance with the policies of the Board of Trustees Committee on Investments. The distributions ("Distributions") from the Griffiths Professorship Fund shall be determined annually by the Board of Trustees. Such Distributions shall be available for use exclusively by the Recipient in support of (i) the Recipient's salary and (ii) costs and expenses of research in furtherance of the Purpose and Intent set forth in Appendix A and (iii) reasonable costs and expenses incurred periodically for the review and/or replacement of the Recipient.

The Griffiths Professorship Fund shall be entitled to its proportionate share of any distributions received or receivable directly or indirectly from cash Gifts received by the Johns Hopkins University before the first to occur of (i) the Date of Establishment or (ii) December 31, 2030, which distributions shall be used to support research for the Purpose and Intent of the Fund set forth in Appendix A.

Review of Recipient

It is the Founder's intention that the Recipients of the Griffiths Professorship Fund will presumptively retain said Fund for the duration of their careers within the Department. Nonetheless, the incumbent Recipient shall be reviewed every five (5) years to determine whether he/she has demonstrated sufficient scholarly quality, quantity, and impact to retain this presumption and thereby warrant renewal for a subsequent five (5) year period. For this review, the incumbent Recipient will submit a progress report to the Director summarizing his/her research and scholarly accomplishments relevant to the Purpose and Intent of the Fund since becoming the Recipient, as well as his/her anticipated accomplishments over the next five (5) year period. The Director will lead the review process, which will consist of consultation with the Harvard Divinity School and the Usona Institute, Inc. (or such other institutions selected by the Director that actively conduct research related to the Purpose and Intent of the Fund), as well as from two or more scientists from top scientific research centers who are actively conducting research related to the Purpose and Intent of the Fund and who are capable of evaluating the scholarly quality, quantity and impact of the incumbent Recipient's research in terms of how it serves the Purpose and Intent of the Fund.

The institutions and individuals so consulted shall provide a written evaluation ("Evaluation") of the incumbent Recipient's performance. If, after reviewing the Evaluations of the institutions and individuals consulted, the Director shall determine in a written report ("Director's Review Report") whether the incumbent Recipient has clearly breached the presumption of permanence by (i) substantially and conspicuously underperforming in terms of scholarly quality, quantity, and impact, and/or (ii) violating the Purpose and Intent of the Fund as set forth in Appendix A. If the Director determines that the incumbent Recipient has clearly breached the presumption of permanence, then the Director shall remove the incumbent Recipient in accordance with the policies and procedures of the Johns Hopkins University and shall reassign the Fund to a superbly qualified successor Recipient who will be selected in accordance with the procedures set forth in the section below entitled "Replacement of Recipient". A copy of the Evaluation of each institution and individual consulted shall be included in full as part of the Director's Review Report.

Prior to preparing their Evaluations, the Director shall provide each institution and individual to be consulted with a copy of the Recipient's most recent progress report, as well as a copy of this Founder's Agreement and Appendix A. In addition, the Director shall provide the incumbent Recipient with a copy

of the Director's Review Report (including the Evaluations) as soon as they are available, as well as a copy of this Founder's Agreement and Appendix A.

In response, the incumbent Recipient may avail himself/herself of all appropriate personnel policies and procedures of the Johns Hopkins University related to the retention or termination of the incumbent Recipient.

Reasonable costs and expenses incurred by the institutions and individuals preparing the Evaluations of the incumbent Recipient shall be paid by the Fund.

Replacement of Recipient

If the incumbent Recipient is unable or unwilling to continue to fulfill the Purpose and Intent of the Fund (e.g., becomes incapacitated, dies, or leaves the Johns Hopkins University voluntarily or involuntarily, or is removed from the Griffiths Professorship Fund in accordance with the section above entitled "Review of Recipient"), the Director will lead a search process to select a superbly qualified successor Recipient of the Griffiths Professorship Fund. This process will include the Director forming a committee of scientists and scholars ("Nominating and Evaluating Committee") from the Harvard Divinity School and the Usona Institute, Inc. (or such other institutions selected by the Director that actively conduct research related to the Purpose and Intent of the Fund), as well as two or more scientists from top scientific research centers who are (i) conducting research related to the Purpose and Intent of the Fund and (ii) capable of evaluating the scholarly quality, quantity, and impact of each candidate's work in terms of how it fits with the Purpose and Intent of the Fund. The Director and the Nominating and Evaluating Committee shall jointly select at least three (3) potential replacement Recipients, all of whom must also be acceptable to the Director.

Each institution and individual forming part of the Nominating and Evaluating Committee shall prepare a written evaluation ("Evaluation") of each potential replacement Recipient and shall provide such Evaluations to the Director. In turn, the Director shall prepare a written report ("Director's Replacement Report") summarizing the qualifications and rationale for selecting the final replacement Recipient which report shall include a section that specifies why the person selected is scientifically qualified to carry out the Purpose and Intent of the Fund. A copy of the Evaluation of each institution and individual consulted shall be included in full as part of the Director's Replacement Report that shall be provided to the Dean.

The Founder acknowledges that the appointment of the successor Recipient shall be subject to the approval of the Johns Hopkins University's Board of Trustees, based upon a recommendation from the Dean of the Johns Hopkins University School of Medicine and the Director's recommendation to the Dean or such replacement process as the Johns Hopkins University may establish from time to time.

Prior to preparing their Evaluations, the Director shall provide the institutions and individuals consulted with a copy of this Founder's Agreement and Appendix A. In addition, after the replacement Recipient is selected, the Director shall provide the institutions and individuals consulted with the Evaluations, the name of the selected replacement Recipient and the section of the Director's Replacement Report that specifies why such Recipient is scientifically qualified to carry out the Purpose and Intent of the Fund.

Unless the selection of a replacement Recipient is clearly at variance with (i) the Purpose and Intent of the Fund as set forth in Appendix A, or (ii) the procedures for selection of a replacement Recipient as set forth herein, such selection shall be final and binding.

Reasonable costs and expenses incurred by the institutions and individuals preparing the Evaluations of each potential replacement Recipient(s) shall be paid by the Fund.

Modifications

The Johns Hopkins University is establishing the Griffiths Professorship Fund with the intention that it shall last in perpetuity, and neither the Johns Hopkins University nor the Founder can currently conceive of circumstances where this should not be possible. Nonetheless, if, as a result of unforeseen future circumstances, distributions from the Griffiths Professorship Fund cannot be used in a manner that is consistent with the Purpose and Intent of the Fund set forth in Appendix A, then the Johns Hopkins University may modify this Founder's Agreement and use such distributions for other closely related purposes that will advance research at the Johns Hopkins University and the Department as similar as possible to that set forth in Appendix A. This process will consist of the Director forming a committee of scientists and scholars from the Harvard Divinity School and the Usona Institute, Inc. (or such other institutions selected by the Director that actively conduct research related to the Purpose and Intent of the Fund), as well as two or more scientists from top scientific research centers who are conducting research consistent with the Purpose and Intent of the Fund and who are capable of evaluating the proposed modifications to the Fund. For this purpose the institutions and individuals to be consulted will receive a copy of this Founder's Agreement and Appendix A.

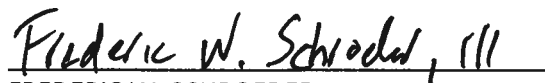
Following such consultation, the Director will provide a written report to the institutions and individuals who provided consultation summarizing the modifications to the Purpose and Intent of the Fund and the rationale for such modifications. The Director's determination of the modifications shall be final and binding.

Founder and University Relationship

The Founder and the Johns Hopkins University accept the terms of this Founder's Agreement by their signatures below. The Founder and the Johns Hopkins University can change the terms of this Founder's Agreement only through a mutually executed written amendment.


ROLAND R. GRIFFITHS
Founder

August 5, 2022


FREDERIC W. SCHROEDER
Vice President for
Development and Alumni Relations
The Johns Hopkins University

August 5, 2022

APPENDIX A

ROLAND R. GRIFFITHS' PURPOSE AND INTENT FOR ESTABLISHING THE ROLAND R. GRIFFITHS, PH.D. PROFESSORSHIP FUND IN PSYCHEDELIC RESEARCH ON SECULAR SPIRITUALITY AND WELL-BEING AT THE JOHNS HOPKINS UNIVERSITY SCHOOL OF MEDICINE

The purpose and intent of the Roland R. Griffiths, Ph.D., Professorship Fund In Psychedelic Research on Secular Spirituality and Well-Being is to support a professorship and to establish a world class, rigorous, empirical program of research with psychedelic substances to advance understanding of well-being and spirituality in the service of human flourishing for generations to come. The program will advance scientific research and scholarship on the uses of psychedelic substances and their subsequent effects on (i) improving human health and well-being, (ii) increasing prosocial human behaviors, and (iii) cultivating a life of greater equanimity and a more compassionate and peaceful worldview. The research will also advance the understanding of the physical, psychological, and other conditions that predispose or contribute to psychedelic associated human flourishing. The hallmark of this research shall be the scientific method.

The interventions studied may in time expand beyond today's psychedelic substances to include new interventions, to the extent the new interventions are shown to have effects similar or superior to those of psychedelic substances. Such interventions may include, but are not limited to, meditation, controlled breathing, brain stimulation, or other technologies that produce psychedelic-like effects.

Notwithstanding any modifications to the interventions such as those described in the previous paragraph, psychedelic substances shall continue to be studied for as long as they are used medically or non-medically and have any relevance to the Purpose and Intent of the Fund stated herein.

Substantial empirical literature has documented positive relationships between spirituality and health. Significantly, this literature includes a series of studies led by the Founder and his colleagues at the Johns Hopkins University demonstrating that acute psychedelic-occasioned mystical-type experiences, which are often reported to have profound and durable personal meaning and spiritual significance (broadly defined), predict subsequent increases in human prosocial behaviors and well-being.

Self-reported spiritual, religious, and mystical-type experiences and beliefs can be quantitatively assessed using scientifically reliable and valid measures. These data are relevant even when the 'truth' value of any associated experiences or beliefs may be scientifically unproven or unprovable, such as the existence, non-existence, or nature of God. These scientifically reliable and valid measures need not answer what may be unanswerable in order to improve human health and well-being and advance human flourishing.

Furthermore, although "spirituality" can be associated with supernatural or religious beliefs, rigorous scientific research can nonetheless be done on practices and experiences unrelated to such beliefs. For example, meditation is sometimes considered to be a secular spiritual practice. In addition, many people consider secular experiences such as awe, gratitude, connectedness, and compassion to be spiritual. Such experiences are fundamental components of health, well-being, and human flourishing.

Accordingly, this Fund shall support the salary, benefits, psychedelic research and scholarly activity of the inaugural Recipient and subsequent Recipients, and their respective staffs.