

Terms and Conditions

EB-Research Network Member Research Grants

Definitions

Without limiting any definitions shown elsewhere in these Terms and Conditions, the following expressions have the meaning set opposite:

- Award Letter:** means the letter of (Grant Ref No.) sent by the Grantor to the Grantholder which incorporates these Terms and Conditions and which specifies: (i) the amount of the Grant, (ii) the final Research Project, (iii) any additional terms in relation to the Grant, (iv) the duration of the Grant, (v) the name of the Grantholder as recipient of the Grant, and (vi) the name of the Principal Investigator being responsible for managing the execution of the Research Project.
- Co-applicant:** means any individual named as such on the Grant Application and who will be involved in managing execution of the Research Project in conjunction with the Principal Investigator.
- Collaborator:** means a third party who performs any part of the Research Project for the Grantholder being a subcontractor or any other form of provider, except the Principal Investigator and any other employee of the Grantholder, providing, among others, Services, Materials, Technical Information or Intellectual Property Rights to the Grantholder to enable the Grantholder to carry out the Research Project
- Confidential Information:** means any non-public or other proprietary information designated as confidential or confidential by its nature, which is provided by or on behalf of the Grantholder to the Grantor as required by this Agreement, including, without limitation, any specifications, designs, technical data, trade secrets, know how, samples, prototypes, product plans, sales figures, or marketing or financial information.
- DEBRA Austria:** means DEBRA Austria, Hilfe bei Epidermolysis bullosa (ZVR 412404499).
- EB:** Epidermolysis Bullosa.
- EB Field:** means treatment, prevention or diagnosis of EB.
- EB-Research Network:** an international network of patient organisations and other partners dedicated to finding cures and better treatments for people with Epidermolysis Bullosa (EB).
- EB-Research Network Member:** means DEBRA Austria, or another DEBRA entity, being an Austrian or non-Austrian entity, or other EB-ResNet members.
- Equipment:** means all equipment purchased using the Grant and declared so by Grantholder.
- Exploiting Party:** means the Grantholder or any third party who has the primary responsibility for the protection and exploitation of some/all of the Results as may be agreed pursuant to Clause 11.2.2.

Grant:	means the sum of money awarded to the Grantholder under the Award Letter in order to carry out the Research Project.
Grant Application:	means the grant application submitted by the Grantholder and accepted for funding by Grantor.
Grantor:	means the EB-Research Network Member(s) defined in the Award Letter as the Grantor.
Grantholder:	means the legal entity/organisation named as such on the Award Letter and which receives the Grant.
Intellectual Property Rights:	
Intellectual Property Rights:	means Patent Rights, trade-marks, copyright, database rights, rights in designs, rights to use and protect confidential information, and all or any other intellectual property rights whether or not registered or capable of registration anywhere in the world (including the right to apply for and applications for the foregoing).
Materials:	means organic or inorganic elements or compounds; nucleotide or nucleotide sequences (including DNA and RNA sequences); genes, vectors or constructs (including plasmids, phages or viruses); host organisms (including bacteria, fungi, algae, protozoa and hybridomas); eukaryotic or prokaryotic cell lines or expression systems or any development strains or products of cell lines or expression systems; proteins (including peptides or amino acid sequences, enzymes, antibodies or proteins conferring targeting properties and fragments of any protein, peptide enzyme or antibody); drugs or pro-drugs; assays or reagents and any other genetic or biologic materials or micro-organisms.
Patent Rights:	means patents and patent applications, divisionals, continuations, continuations in part, extensions, reissues, re-examinations, and any supplementary protection certificates and similar rights.
Principal Investigator:	means the person named as such in the Award Letter and who is employed or otherwise engaged by the Grantholder being responsible for managing execution of the Research Project.
Research Project:	means the research project proposed in the Grant Application, as may be amended by any revisions suggested or required by Grantor and/or the Grantholder and which are agreed by Grantor and the Grantholder.
Research Tools:	has the meaning set out in Clause 10.2.
Results:	means: (i) all Materials and Technical Information generated, or otherwise collected or collated, arising, identified or first reduced to practice, in the course of the Research Project and which is partly or wholly funded by the Grant; and (ii) any Intellectual Property Rights in relation to the foregoing.
Revenue Sharing Policy:	
Revenue Sharing Policy:	has the meaning set out in Clause 11.1
Technical Information:	means all technical, scientific and other know-how, information, trade-secrets, knowledge, discoveries, inventions, data, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, chemical structures, antibody sequences, data, designs,

drawings, assembly procedures, questionnaires, databases, software, algorithms, computer programs, models, apparatuses, specifications, results, research plans, data analyses and reports and other material (whether or not confidential, proprietary, patented or patentable) in written, electronic or any other form now known or hereafter developed.

Terms and Conditions: means these terms and conditions.

TTO: means the technology transfer office of (as applicable) the Grantholder (or equivalent body, howsoever constituted, if legally separate from as applicable the Grantholder) that might manage and exploit the Results.

The Grantholder will use the Grant in accordance with the following terms:

1. GRANT ADMINISTRATION

- 1.1 The Grantholder shall use the Grant solely for the purpose of undertaking the Research Project and according to the budget in the Award Letter.
- 1.2. The Research Project may be amended only by the mutual written agreement of Grantor and Grantholder.
- 1.3 Any proposed virement of funds greater than 10% of the total Grant value between budget headings must be approved in writing by Grantor.
- 1.4 The Grantholder acknowledges that the Grant may not be used to fund any overheads, administrative costs, salaries of the Principal Investigator or attendance at conferences or meeting (unless reporting Results at such conference or meeting).
- 1.5 Grantor will fund actual costs of open-access publication of Results, up to one year after the end of the Grant period set out in the Award Letter, subject to a maximum of five-thousands euro (€5,000) in total, if such amount is included in the Grant budget.
- 1.6 Subject to Clause 6.5, payment for all expenditure eligible to be reimbursed under the Grant shall be made by Grantor to the Grantholder quarterly in arrears and against a valid invoice. Grantholder shall submit invoices in accordance with the instructions given in the Award Letter. The Grantholder shall not include on any such invoice any finance or service charges imposed in respect of this arrangement. No reimbursements will be made for invoices submitted more than one year after the end of the Grant period set out in the Award Letter (and may be amended by the mutual written agreement of Grantor and Grantholder).
- 1.7 If costs incurred by the Grantholder, in carrying out the Research Project, amount to less than the maximum amount of the Grant initially approved, Grantor shall be obliged to pay only such amount as may be necessary to discharge the actual costs, and if the costs incurred by the Grantholder exceed the amount of the maximum Grant approved, such excess shall be borne by the Grantholder. Reasonable bank transaction fees and charges related solely to currency exchange in paying invoices shall be borne by Grantor.
- 1.8 Any part of the Grant that remains unused or uncommitted at the end of the Research Project, or its earlier termination, or is subsequently found to have been incorrectly attributed to the Research Project, shall be promptly returned by the Grantholder to Grantor, unless Grantor has agreed otherwise in writing.

- 1.9 The Grantholder shall not apply for funding for the Research Project from a third-party without the prior written consent of Grantor. Grantor's consent shall be conditional on: (a) the terms of the third-party funding not conflicting with any terms in the Terms and Conditions or the Award Letter; and (b) Grantor attaining a common understanding with such third party on the performance of the Research Project and the exploitation of the Results.
- 1.10 Grantor retains the right to terminate the Grant if the Research Project has not started within six (6) months from the date of the Award Letter. For clarity, Grantor will not terminate the Grant if such a delay has been approved (in writing and in advance) by Grantor.
- 1.11 Prior to the start of the Research Project, the Grantholder must identify all third-party Intellectual Property Rights, Materials, Technical Information and/or third-party funding that may be used for the performance of the Research Project and ensure that access to any of the foregoing does not conflict with or otherwise prevent compliance with these Terms and Conditions or the Award Letter.
- 1.12 The Grantholder shall procure that the terms of these Terms and Conditions shall apply *mutatis mutandis* to all its Collaborators. For clarity, this excludes provisions of these Terms and Conditions that are particular to the Grantholder only.

2. RELOCATION OF THE PRINCIPAL INVESTIGATOR

- 2.1 Where the Principal Investigator proposes to transfer his/her employment from the Grantholder to another legal entity for any reason during the period of the Grant, then:
- (a) Grantholder shall notify Grantor within thirty (30) days of first becoming aware of such proposed transfer (and in any event within thirty (30) days prior to the expiry of the Principal Investigator's notice period);
 - (b) Grantor and the Grantholder shall consult with each other in good faith to seek to agree how to deal with this, and in particular whether:
 - (i) the Grantholder assigns the Grant, including the Award Letter and these Terms and Conditions, and the Research Project to the legal entity that will employ the Principal Investigator; or
 - (ii) the Grantholder replaces the Principal Investigator with an alternative principal investigator (employed by the Grantholder) to Grantor's reasonable satisfaction and continue with the Research Project; or
 - (iii) terminate the Grant.
- 2.2 Grantor shall be entitled to terminate the Grant immediately on written notice to Grantholder if Grantor and the Grantholder fail to agree an alternative means of continuing with the Research Project within sixty (60) days (or such additional period as may be mutually agreed in writing by the parties) of Grantor receiving notification of the Principal Investigator leaving the Grantholder's employment.

3. EQUIPMENT

- 3.1 Unless stated otherwise in the Award Letter, all equipment purchased using the Grant ("**Equipment**") shall belong to the Grantholder, unless the Grant is transferred from the Grantholder ("**Former Grantholder**") to a new legal entity as envisaged in Clause 2 ("**New Grantholder**"), in which case the Former Grantholder shall ensure a transfer of ownership to the New Grantholder, if Grantor so requests (i.e. if Grantor decides the Equipment is required to complete the Research Project and/or

future EB research conducted at the New Grantholder, ownership of the Equipment shall be transferred to the New Grantholder).

- 3.2 The Grantholder shall ensure that the Equipment displays a label or plaque indicating that the Equipment was purchased with funding from Grantor.
- 3.3 The Grantholder shall ensure that the Equipment is used during the period of the Grant primarily for the Research Project.
- 3.4 The Grantholder acknowledges that Grantor has provided funding to purchase the Equipment in furtherance of the Grantor's charitable mission to support EB research. The Grantholder shall seek prior written permission from Grantor before the Equipment is sold or otherwise transferred to a third party, or any security granted over it, that would prevent or limit use of such Equipment to support EB research.
- 3.5 In the event that:
 - 3.5.1 any ancillary activity be carried out using the Equipment for commercial gain (that is use for which charges are levied) then Grantor's prior written approval must be obtained and such agreement may well be conditional and dependent on Grantor's sharing in any financial benefit that results;
 - 3.5.2 the Equipment is sold or otherwise disposed of in return for financial consideration and unless Grantor agrees otherwise on a case-by-case basis, the resulting funds shall belong to Grantor.
- 3.6 In the event the Equipment is purchased by the Collaborator with money from the Grant – which requires the prior consent of Grantor - then the Grantholder shall procure that the terms of this Clause 3 shall apply *mutatis mutandis* to the Collaborator.

4. EMPLOYMENT

- 4.1 Grantor is not an employer with respect to any individual funded by the Grant. Nothing in these Terms and Conditions or the Award Letter will be construed or be deemed to imply that the relationship between the Grantholder, the Principal Investigator and/or any other investigator performing the Research Project and Grantor is that of employer and employee. Where the Grant provides for employment of individuals to work on the Research Project, the Grantholder shall ensure that such staff is employed by itself or its Collaborators, as appropriate, under a contract of employment that is compliant with the relevant laws. The Grantholder agrees, and shall procure that the Collaborators also agree, that Grantor shall not be responsible for any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) as a result or in connection with the award of the Grant or performance of the Research Project.
- 4.2 The Grantholder is responsible, and/or relevant Collaborator shall be made responsible by Grantholder, for all employment costs, including but not limited to special inventor's remuneration, salary increments as a result of pay awards subsequent to the award of the Grant, and any maternity, sickness and redundancy payments payable by the Grantholder or Collaborator (as applicable) to staff employed on the Research Project.

5. RESEARCH PRACTICE

- 5.1. The Grantholder will ensure that sufficient resources are dedicated to support the Research Project.

- 5.2 The Grantholder shall ensure the Research Project is carried out in accordance with relevant laws and regulations. Furthermore, the Grantholder shall ensure that:
- 5.2.1 any part of the Research Project using protected animals is carried out under the appropriate licences and certificates and any other relevant national regulations in the country/ies where the research will be carried out. Grantor will only support the use of protected animals where no valid alternative exists, and the Grantholder must have regard to animal welfare and advances in the refinement, replacement and reduction of animal uses;
 - 5.2.2 the Principal Investigator and any other investigators involved in clinical trials or studies forming any part of a Research Project are authorised health professionals in accordance with the applicable laws and regulations. The Grantholder acknowledges and agrees that: (a) Grantor shall not take on any liabilities relating to any clinical trial or study funded (in full or part) by the Grant; (b) Grantor shall not be the sponsor of any such clinical trial or study; and (c) Grantholder shall be solely responsible for acting as sponsor or obtaining a sponsor for any such clinical trial or study where required by local laws;
 - 5.2.3 appropriate ethical approval, applicable in the country/ies where the research is carried out, is obtained, for the research funded (in full or in part) by the Grant and shall accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the period of the Grant.
- 5.3 Where the Research Project involves a Collaborator as stated in the Grant Application or otherwise agreed with Grantor, the Grantholder undertakes to ensure that the Collaborator adheres to the same standards of research practice and more generally to these Terms and Conditions in respect of its work on the Research Project.
- 5.4 The Grantholder is responsible for ensuring that subcontracted or collaborative work is completed satisfactorily and expenditure accurately attributed and auditable.

6. REPORTING AND PUBLICITY

- 6.1 In addition to any reporting instructions set out in the Award Letter, the Grantholder shall provide to Grantor:
- 6.1.1 the following reports at the times indicated herein:
 - (a) during the term of the Research Project, annual research reports setting forth the work carried out and the Results to date, which shall be due within one (1) calendar month of each anniversary of the start date of the Research Project;
 - (b) within three (3) calendar months of the end date of the Research Project, a final research report;
 - (c) during the term of the Research Project and: (i) in the event that the Results are commercially developed and/or exploited, whilst the Results are being commercially developed and/or exploited; or (ii) in the event that the Results are not commercially developed and/or exploited, until the fifth (5th) anniversary of the Research Project end date, a summary written report, setting forth the protection, development and exploitation progress of the Results, which shall be due within one (1) calendar month of each anniversary of the start date of the Research Project.

All research reports must include the information outlined on the Reporting Requirements document provided with the Award Letter, or such document as amended during the period of the Research Project.

6.1.2 within fifteen (15) days of the occurrence of the following:

- (a) publication of a manuscript or abstract which includes the Results, an electronic copy of the publication;
- (b) the generation of any invention comprised in the Results and generation of Results that Grantholder or its TTO believes may be suitable for commercialisation, a reasonable summary of such invention and/or results;
- (c) filing of a patent application for the protection of a patentable invention comprised in Results, provide Grantor with a copy of such application;
- (d) execution of any agreement with a third party for the commercial exploitation of the Results, provide Grantor with a copy of such agreement.

6.1.3 within a reasonable period of time after making such decision, confirm whether the Grantholder has elected not to further develop and/or commercially exploit the Results pursuant to Clause 11.

6.2 The Grantholder shall inform Grantor as soon as practicable of anything which might delay the start date or completion date of the Research Project, or which might cause divergence from the aims, directions or anticipated outcomes of activities set out in the Grant Application, or affect the Grantholder's ability to comply with these Terms and Conditions of the Grant.

6.3 Grantor shall have the right to meet with the Grantholder at least once every year or at such other frequency as said parties may agree. Meetings will be arranged by mutual agreement of Grantor and the Grantholder and will take place in person or by telephone or video conference on dates and at locations (if applicable) agreed between the parties. Each of Grantor and the Grantholder will be responsible for any costs associated with attendance of its representatives at (and travel to) these meetings.

6.4 In the event that the Grant is composed, in part or in whole, of monies donated to Grantor from a third party, such third party may have specific reporting requirements. Any additional reporting requirements of this third party shall, where known at the time of the Award Letter, be stated in the Award Letter but otherwise shall be notified to the Grantholder as soon as Grantor becomes aware of them. Grantor shall ensure that such reporting requirements shall not be onerous. The Grantholder shall comply with third party reporting requirements included in the Award Letter and shall use reasonable endeavours to comply with any changes in reporting requirements notified after issue of the Award Letter.

6.5 Grantor may, in its sole discretion, either terminate the Grant by giving not less than sixty (60) days written notice to the Grantholder or withhold any funds not yet paid to the Grantholder under the Grant if the Grantholder fails to: (i) report in accordance with the timelines and requirements of this Clause 6; and/or (ii) report in detail that is to Grantor's satisfaction; and/or (iii) demonstrate in the reports the achievement of scientific progress that is to Grantor's reasonable satisfaction. No payment of Grant owing will be made until any outstanding report has been received and accepted by Grantor and any shortfall in scientific progress has been rectified. Grantor may withhold the greater of 10%, or three (3) months of the Grant, until a satisfactory final report and accounts reasonably detailing expenditure of the Grant are provided.

- 6.6 The Grantholder acknowledges that reports provided pursuant to this Clause 6 will be circulated to members of the DEBRA International Medical and Scientific Advisory Panel (“**MSAP**”) or other Expert Advisory Panel used to review this Grant. If there is any reason, e.g. conflict of interest, why this should not occur with an individual report, Grantholder shall inform Grantor of the same at the time of report submission. The non-confidential summaries of the Grant Application (only if the Grant is awarded) or reports may be circulated to other scientists in receipt of Grantor’s grants and national EB-Research Network Members or other EB support groups and may also be used to publicise EB-Research Network Member’s activities by being placed on EB-Research Network Member’s websites or for fundraising purposes. If needed, Grantholder shall procure data protection consents for these publications.
- 6.7 It is Grantor’s policy to publicise as widely as possible the award of its Grants and the scientific progress achieved through them, and Grantor encourages publication of Results in open-access journals, whilst also considering any delays reasonably necessary for protecting the Intellectual Property Rights comprised in the Results. In accepting the Grant, the Grantholder agrees, to co-operate in such publicity and fundraising efforts. Grantor requires the findings of the research it funds in full or in part to be published promptly by the Grantholder, but with due regard to protecting the Intellectual Property Rights arising from the Results.
- 6.8 Subject to Clause 6.9, the support of Grantor must be acknowledged in all publications or other public output reporting the Grant, Research Project and/or the Results, whether written or oral (e.g. scientific or popular publications, press releases, conferences, seminars, etc.). The Grantholder shall acknowledge Grantor explicitly as the funder or co-funder (as applicable) of the Research Project using the phrase “*funded by DEBRA Austria*” or “*co-funded by DEBRA Austria and XX*” or other as indicated on the Award Letter.
- 6.9 Any press release associated to the Grant, the Research Project and/or the Results must be pre-approved by Grantor. Furthermore, if publication or presentation of the Results is likely to attract significant publicity or controversy, the Grantholder shall inform Grantor as soon as possible, and at least two weeks before submission of such publication or presentation so that Grantor and the Grantholder can formulate and implement coordinated press releases and media strategies.

7. CONFIDENTIAL INFORMATION

- 7.1 With respect to any Confidential Information provided by or on behalf of the Grantholder to Grantor, which shall exclude any information provided under Clause 6, Grantor shall, subject to the remainder of this Clause:
- 7.1.1 keep it confidential;
 - 7.1.2 use it only for the purposes set out in these Terms and Conditions; and
 - 7.1.3 disclose it only to those of its employees, agents, professional advisors, EB-Research Network Member and other relevant bodies identified in these Terms and Conditions, who need to know such Confidential Information for the purposes set out in these Terms and Conditions and ensure that each such employees, agents, professional advisors, EB-Research Network Member or other bodies to whom such Confidential Information is disclosed is made fully aware of the confidential nature thereof and complies at all times with the restrictions placed on Grantor under this Clause 7.1.
- 7.2 The provisions of Clause 7.1 shall not apply to Confidential Information which Grantor can demonstrate by reasonable written evidence:

- 7.2.1 was, prior to receipt from the Grantholder, in its possession and at its free disposal; or
 - 7.2.2 is subsequently disclosed to it without any obligations of confidence by a third party; or
 - 7.2.3 is or becomes generally available to the public through no act or default of Grantor or its employees or professional advisors; or
 - 7.2.4 is required to be disclosed by law or to the courts of any competent jurisdiction, or to any government, regulatory agency or financial authority.
- 7.3 For Grants awarded administered by Grantor, and funded by Grantor or co-funded by the Grantor and other European funding bodies, the European General Data Protection Regulation (EU) 2018 shall apply to all personal data protection and processing (see separate Policy document shown in Appendix 2 of these Terms and Conditions). Without limiting the foregoing, the Grantholder acknowledges:
- 7.3.1 The protection of personal data is of the highest priority for Grantor. Grantor shall administer the Grant (including any personal data provided by the Grantholder to the Grantor as required by these Terms and Conditions and/or the Award Letter) in accordance with the European General Data Protection Regulation (EU) 2018 (and where the Grantor is DEBRA Austria, a charity registered in Austria, also the Austrian *Data Protection Act* and the *Austrian Telecommunications Act* (DSG 2018 and TKG 2003)), as may be amended or replaced from time-to-time.
 - 7.3.2 A data protection policy document ('Personal data protection & processing policy for grant applications via EB-ResNet', see Appendix 2 attached hereto) provides information on: (i) why and how Grantor collects personal data, (ii) which kinds of personal data are collected, (iii) how personal data collected by Grantor is used, (iv) data security applied by Grantor or on behalf of Grantor while processing personal data, and (v) the right of the Grantholder's employees and contractors to amend or erase his/her own personal data.

8. AUDIT

- 8.1 The Grantholder will maintain accurate, detailed and complete records of all expenditure with respect to the Grant. These records should be subject to the same formal internal audit arrangements as exist in the Grantholder, and which include procedures for anti-fraud and corruption control.
- 8.2 Grantor has the right to request from the Grantholder, at any time during the period of the Grant and for a period of seven (7) years thereafter, any financial information relating to the Grant, and confirmation that the Grantholder's auditors have raised no concerns with respect to accounts for the Grant.
- 8.3 Grantor reserves the right to undertake a formal audit and review, at Grantor's expense, of the Research Project if reports fail to demonstrate scientific progress to Grantor's reasonable satisfaction, or if Grantor or its auditors request clarification or detail of Research Project expenditure invoiced.
- 8.4 Grantholder agrees to cooperate with Grantor by provision of any reasonable information requested.

9. CONFLICT OF INTEREST

- 9.1 The Grantholder shall inform Grantor of any conflict of interest that arises at any time during the period of the Research Project, which has the potential to impact upon the direction or outcomes of the Research Project, or the possible exploitation of the Results.

10. SHARING OF RESULTS

- 10.1 The Grantholder shall, and shall procure that its Collaborators also shall, use reasonable endeavours to:
- 10.1.1 devise common protocols for the carrying out of tests, collection, storage and usage of data and samples for the Research Project that are in line with as many other persons and organisations as are carrying out research into the EB Field worldwide as reasonably possible, and ensure that these protocols are used throughout the Research Project;
 - 10.1.2 carry out tests and collect and store data and samples for the Research Project in such a way as to enable them to be easily accessed and (following publication of the relevant Results) used by as many other persons as are carrying out research in the EB Field worldwide as reasonably possible; and
 - 10.1.3 ensure that each of 10.1.2 and 11.1.2 is done as quickly as is reasonably practicable.
- 10.2 In the event that Materials that can be used as research tools/reagents (like animal models, cell lines, tissues or assays) are generated, developed or validated (whether in whole or in part) in the course of the Research Project (“**Research Tools**”), such Research Tools must be made available to non-commercial third parties for bona fide academic or not-profit research not later than the date on which details of the Research Tools (or Results arising from use of such Research Tools) are first published in accordance with Clause 6. Whilst Grantor anticipates Grantholder will make Research Tools available to a non-commercial third party for such purpose without levying any licence or administrative fee, this shall not prevent Grantholder from recovering costs specifically incurred to make such provision that are not recoverable from the Grant.
- 10.3 The Grantholder and its Collaborators are encouraged to make use of public/not for profit repositories (e.g. the European Cell and Culture Collection operated by Public Health England or its successor) for the purposes of dissemination of Research Tools, under an appropriate agreement with said repository. For clarity, the Grantholder and its Collaborators are also encouraged to make such Research Tools available to commercial third parties for appropriate financial consideration.

11. RESULTS AND COMMERCIAL EXPLOITATION

- 11.1 Grantor requires the Grantholder to have in place, and implement, processes for the identification, protection, management and exploitation of the Results in accordance with these Terms and Conditions and to share revenue generated from the exploitation of the Results with Grantor in accordance with the revenue sharing policy set out in Appendix 1 attached hereto, as may be amended from time to time (“**Revenue Sharing Policy**”). The Revenue Sharing Policy is specific to the Grantor providing the Grant and the Award Letter.
- 11.2 The Grantholder shall ensure that:
- 11.2.1 the Results are owned by the Grantholder. For the avoidance of doubt, Grantholder is obliged to take all necessary precautions to ensure all Results are owned by the Grantholder, including but not limited to, entering into a contract with a Collaborator under which all Results are assigned to the Grantholder.

- 11.2.2 Unless otherwise agreed by Grantor, the Grantholder (or its TTO) shall have the primary responsibility for the protection and exploitation of the Results (other than Research Tools which may be exploited by the Collaborator generating them (or by its TTO), provided that such Collaborator (or its TTO) abides by these Terms and Conditions (including the Revenue Sharing Policy). Unless otherwise agreed by Grantor, the Grantholder shall secure the appropriate rights from its Collaborators to commercially exploit the Results owned or co-owned by its Collaborators, prior to the start of the Research Project.
- 11.2.3 all of its and of its Collaborators' employees, scientists, students, visiting workers, service providers and subcontractors working on the Research Project have signed a contract with the Grantholder or the relevant Collaborator under which any Results are assigned to the Grantholder and/or the relevant Collaborator, as appropriate.
- 11.3 The Grantholder shall notify Grantor of any new invention or any other Results arising from the Research Project and of any patent filed on such invention in accordance with Clause 6 above.
- 11.4 The Grantholder acknowledges and agrees that Grantor is providing the Grant in furtherance of its charitable objectives, namely: (i) to find effective diagnostics, treatments and, ultimately, a cure for EB; and (ii) to improve the quality of life for individuals and families living with EB. Therefore, for the purpose of enabling Grantor to achieve its charitable objectives, the Grantholder agrees it shall, subject to Clause 11.5, use reasonable endeavours to exploit the Results for the benefit of EB patients (either itself or through its TTO or as may be agreed by Grantholder through its Collaborators or their respective TTOs), and to ensure that any: (i) third party granted rights to exploit the Results in the EB Field, develops the relevant Results in the EB Field ; and (ii) rights granted to exploit the Results outside the EB Field does not prevent the development of Results in the EB Field.
- 11.5 The Grantholder shall not (either directly or via its TTO), and shall procure that its Collaborators (either directly or via their respective TTOs) shall not, licence, assign or transfer the Results to any third party without prior written consent of Grantor, which shall not be unreasonably withheld provided that the Exploiting Party agrees to:
- 11.5.1 enter into a revenue share agreement with Grantor in accordance with the Revenue Sharing Policy, which shall also include all of the other terms that would be contained in a revenue share agreement;
- 11.5.2 provide the following information to Grantor: (i) description of the Results to be commercially exploited, (ii) a commercialization plan, (iii) the identity of any proposed licensee or assignee of the Results, and (iv) the intended terms under which such rights will be granted;
- 11.5.3 comply with the reporting obligations set out in Clauses 6.1.2 and 6.1.3;
- 11.5.4 ensure that any third party granted rights to exploit the Results in the EB Field, develops the relevant Results in the EB Field;
- 11.5.5 ensure that the agreement granting a third party rights to commercially exploit the Results in the EB Field contains: (i) appropriate diligence obligations to pursue the commercial exploitation of the Results in the EB Field; and (ii) appropriate time-limited development milestones in the EB Field;
- 11.5.6 ensure that the agreement granting a third party the exclusive right to commercially exploit the Results in the EB Field contains provisions permitting the Exploiting Party to terminate that right (or convert the right to a non-exclusive right) if such third party: (i) fails to achieve

one or more of the time-limited milestones or diligence obligations specified in that agreement; and (ii) does not promptly provide the Exploiting Party with a plan for remedying such failure that is acceptable to the Exploiting Party.

11.5.7 ensure that any rights granted to exploit the Results outside the EB Field does not prevent the development of Results in the EB Field; and

11.5.8 in the event that the Exploiting Party enters into agreement with a commercial third party, which grants that third party exclusive rights to exploit some or all of the Results, the Exploiting Party shall use reasonable endeavours to ensure that such agreement does not have the effect of unreasonably restricting the academic freedom of the Principal Investigator and other investigators working on the Research Project (including publication and non-commercial research), taking all the circumstances into account.

11.6 The Grantholder hereby grants to Grantor a non-exclusive, sub-licensable, worldwide, perpetual, irrevocable, royalty-free licence to use the Results for its charitable purposes (including use for non-commercial research and for promotional/publicity purposes in furtherance of Grantor's fundraising and other charitable purposes), subject to any reasonable confidentiality requirements that the Grantholder may require prior to the filing of Patent Rights or comparable Intellectual Property Rights or during the preparation and submission of manuscripts reporting those Results for publication.

11.7 In the event that:

11.7.1 the Exploiting Party has not protected or exploited any Results (for which it is responsible pursuant to Clause 11.2.2) to the reasonable satisfaction of Grantor; or

11.7.2 the Exploiting Party – at any time – elects not to commercially exploit these Results; or

11.7.3 five (5) years after the completion of the Research Project, the Exploiting Party has not granted a licence to exploit these Results;

then:

11.7.4 in consideration of a share of revenue based on the Revenue Sharing Policy to be agreed in good faith between the Exploiting Party and Grantor:

(a) the Grantholder shall, and shall procure that the Exploiting Party also shall, grant to Grantor an exclusive or non-exclusive (at Grantor's discretion) sublicensable licence to do all acts to commercially develop and exploit such Results, and

(b) unless prevented by pre-existing third-party rights, the Grantholder shall grant to Grantor a non-exclusive sublicensable licence to any other Intellectual Property Rights of the Grantholder and/or Collaborators, necessary to do all acts to commercially develop and exploit said Results;

for the avoidance of doubt the financial terms of either of the foregoing licences will be on a revenue sharing basis only and will not include any upfront or milestone payments; or

11.7.5 Grantor shall have the right to identify potential licensees capable of developing and exploiting the Results and the Grantholder shall make good faith efforts to negotiate such licence with the licensee identified by Grantor.

11.8 Grantor shall not be liable for the reward of employees, scientists, students or visiting workers of the Grantholder or its Collaborators that work on the Research Project. The Grantholder acknowledges

and agrees that it and its Collaborators shall be solely respectively responsible for all and any payments which may be due to employees, scientists, students or visiting workers of the Grantholder and/or its Collaborators. Such payments shall be made from the Exploiting Party's share of the revenues arising from exploitation of the Results, unless this is specifically prevented by the terms of (pre-existing) employment contracts between (as applicable) Grantholder or a Collaborator and their respective employees.

- 11.9 For the avoidance of doubt, the Grantholder shall not be relieved of any of its obligations under these Terms and Conditions if any of the Results are commercially exploited by its Collaborators or their respective TTOs. The Grantholder shall procure that each such Collaborators and their respective TTOs comply with the provisions of this Clause 11 and references to (as applicable) the Grantholder or Collaborator shall be deemed to include a reference to its TTO.

12 LIABILITY LIMITATION AND INDEMNIFICATION

- 12.1 Grantor shall not be liable to the Grantholder or any third party (including but not limited to any Collaborator or their respective TTOs) for any direct or indirect loss, damage, cost or expenses which may result from the Grantholder's or Collaborator's, including any of their respective employees', students, visiting workers', TTOs' and/or subcontractors', performance of the Research Project and/or conduct in connection with the Grant and/or use of the Results.
- 12.2 As between the Grantholder and Grantor, the Grantholder shall be solely responsible for any liability, loss, damage, cost or expenses which may result from the Grantholder's or Collaborators', including any of their respective employees', students', visiting workers', TTOs' and/or its subcontractors', performance of the Research Project and/or conduct in connection with the Grant and/or use of the Results.
- 12.3 All work or services or whatever performed by any Collaborator shall be considered to be performed by Grantholder for the purpose of the Research Project, and Grantor's permission to delegate any of the work or services or whatever to any Collaborator shall not relieve Grantholder from any of its obligations hereunder. It is expressly understood by the Parties that Grantholder shall indemnify and hold Grantor harmless from any liability or damages arising from or related to the relationship or any dispute between Grantholder and any Collaborators, and/or any work or services or whatever performed by any Collaborator.
- 12.4 The Grantholder agrees during and after the period of the Grant to indemnify and keep indemnified Grantor from and against any and all liability, direct loss, damage, cost or expenses incurred by Grantor as a result of any third-party claims arising from the performance of the Research Project or from the use, storage or disposal of the Results by the Grantholder or its Collaborators or its subcontractors or by the Exploiting Party's licensees. For the avoidance of doubt the Grantholder's indemnification will not extend to indirect or consequential loss or damage or loss of profits, loss of revenue, loss of business, loss of data or loss of contracts or opportunity.
- 12.5 Except in the case of death or personal injury resulting from negligence, the aggregate liability of Grantor under these Terms and Conditions and the Award Letter arising in any way out of the subject matter of these Terms and Conditions and the Award Letter (including any contractual and non-contractual claims arising hereunder) shall be limited to the Grant funding actually provided to the Grantholder in accordance with this Agreement.

13. VARIATION OF TERMS AND TERMINATION

- 13.1 Grantor reserves the right to terminate the Grant at any time by giving Grantholder, except as expressly stated under Clauses 6.5, 13.2, 14.3 and 13.4, not less than six (6) months written notice to the Grantholder.
- 13.2 Where Grantor's financial position is such that funding of the Grant cannot be continued for the full term, Grantor reserves the right to discontinue the Grant by giving three (3) months' notice of the intention to do so.
- 13.3 Grantor may terminate the Grant forthwith by giving written notice to the Grantholder if the Grantholder commits a material breach of any of its obligations under these Terms and Conditions or the Award Letter and, in the case of a breach capable of remedy, the breach is not remedied within thirty (30) days of the Grantholder receiving notice specifying the breach and requiring its remedy.
- 13.4 Grantor may terminate the Grant forthwith by giving written notice to the Grantholder if: (i) the start date or completion date of the Research Project is delayed by more than six (6) months; or (ii) if Grantor (at its sole discretion) decides any reported divergence from the aims, directions or anticipated outcomes of activities set out in the Grant Application means the Research Project is unlikely to fulfil Grantor's charitable objectives set out in Clause 11.4; if Grantor (at its sole discretion) decides any issue reported pursuant to Clause 6.2 means the Grantholder and/or its Collaborators will not be able to comply with these Terms and Conditions.
- 13.5 Where Grantor decides to terminate the Grant early in accordance with this Clause 13, the Grantholder shall from the date that Grantor notifies them of the decision to terminate the Grant (the "**Notification Date**"), minimise all expenditure on the Grant. Grantor shall, where it is able, reimburse the Grantholder for all expenditure committed before the Notification Date which is not cancellable.
- 13.6 In the event that the provisions of the Award Letter conflict with the provisions of these Terms and Conditions, the Award Letter shall prevail.
- 13.7 The contract between Grantor and the Grantholder created by the Award Letter and these Terms and Conditions shall continue for the term of the Grant. Any provisions in these Terms and Conditions which are expressed to continue after the term of said contract shall do so.

14. GOVERNING LAW, JURISDICTION AND COMPLIANCE

- 14.1 The validity, construction and performance of these Terms and Conditions, the Award Letter, and any contractual and non-contractual claims arising hereunder, shall be governed by the laws of Austria and shall be subject to the exclusive jurisdiction of the competent courts of Salzburg.
- 14.2 The Grantholder must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations, including anti-bribery and corruption law. The Grantholder shall have and maintain appropriate policies and procedures to ensure compliance with such requirements (which it shall enforce where appropriate) and shall immediately notify Grantor of any demand for any undue financial or other advantage of any kind received by it in connection with the Grant.
- 14.3 Any dispute arising out of or in connection with these Term and Conditions and the Award Letter shall in the first instance be addressed for resolution by the contact of each party named on the Award Letter (or such equivalent person as may be notified by each party to the other party from time to time). If they are unable to resolve the dispute within twenty (20) working days of one party

serving written notice on the other party then either of the parties may raise proceedings in accordance with Clause 14.1.

14.4 The terms of Clause 14 will survive expiry or termination of the Grant.

15. ACCEPTANCE OF THE GRANT

15.1 It is a condition of Grantor's award of the Grant that the Grantholder agrees to accept and administer the Grant in accordance with these Terms and Conditions as may be supplemented by the Award Letter. Before a Grant may be activated, the Grantholder must accept, and agree to abide by, these Terms and Conditions, including the Revenue Sharing Policy, and any other conditions specified in the Award Letter. For this purpose, the Award Letter must be signed by a representative of the Grantholder who has the signing authority to commit the Grantholder to such an agreement.

15.2 The Terms and Conditions and any additional terms and conditions set out in the Award Letter must be specifically agreed and accepted by other institutions/departments of the Grantholder and (if applicable) of each Collaborator in which work under the Research Project is to be undertaken and/or individuals supported by the Grant are employed. It will be the responsibility of the Grantholder to ensure that such institutions/departments and Collaborators and individuals abide by these Terms and Conditions.

Appendix 1

Revenue Sharing Policy

I. INTRODUCTION

Grantor is committed to maximising patient impact from the research it funds by supporting the translation of innovations arising from such research into treatments.

To support its charitable activities, including providing funding for further research aimed at improving the lives of EB patients, Grantor needs to ensure that it receives a fair return of revenue arising from commercial exploitation of results and innovations arising from Grantor-funded research.

Grantor's policy revenue sharing policy is set out in this document.

Definitions for terms used in this policy are shown in section VII below or elsewhere in this policy.

II. REVENUE SHARING FOLLOWING EXPLOITATION OF THE RESULTS ON THEIR OWN:

A. Revenue sharing where Grantor is sole external funder:

Where Grantor is the sole external funder of the Results being commercially exploited, the Exploiting Party shall pay Grantor 50% of Net Revenue.

B. Revenue sharing where Grantor is not sole external funder:

Grantor acknowledges that research leading to commercially exploitable Results is likely to have been funded by more than one external funder. In these cases, the Exploiting Party shall identify the proportionate funding contributions of the various external funders to the generation of such Results and provide Grantor with reasonable evidence of such calculations.

Such calculations shall not include any internal funding, overhead or other indirect costs (including for the avoidance of doubt public core funding and all non-specific costs charged across all projects such as personnel, salaries, finance, library and departmental services) of the Exploiting Party.

Where Grantor is not sole external funder of the Results being commercially exploited, the Exploiting Party shall share Net Revenue with Grantor as follows:

- (i) Where Grantor and other external funders have financially supported the research carried out by the same researcher(s) who contributed to the Results being exploited, the Exploiting Party shall pay Grantor 50% of Net Revenue multiplied by the Funding Weighting Ratio as explained below.

Example Calculation	Net Revenue	
	Grantor	Exploiting Party
In this example, Grantor is not the sole external funder and contributed 25% of the external funding (Grantor's Funding Weighting Ratio). Thus, after deduction of taxes and Direct Costs from Gross Revenue to calculate Net Revenue, Grantor's share of Net Revenue = 50% of 25% = 12.5%	12.5%	87.5%

- (ii) Where Grantor and other external funders have each financially supported different researchers that contributed to the Results being exploited, the Exploiting Party shall pay Grantor 50% of Net Revenue multiplied by the Grantor's Inventive Weighting Ratio.

Example Calculation	Net Revenue	
	Grantor	Exploiting Party
<p>In this example, Grantor is not the sole external funder. Researcher A's work was fully funded by Grantor and the work of Researchers B and C were funded by third-party funders.</p> <p>Researcher A made a 50% contribution to Results being exploited (Grantor's Inventive Weighting Ratio).</p> <p>Researchers B and C each made a 25% contribution to the Results being exploited.</p> <p>Firstly, the Grantor's Inventive Weighting Ratio (50%) is taken into consideration and secondly, the 50% revenue share is applied to that ratio. Thus, after deduction of taxes and Direct Costs from Gross Revenue to calculate Net Revenue, Grantor's share of Net Revenue = 50% of 50% = 25%.</p>	25%	75%

- (iii) Where Grantor and other external funders have each financially supported the same researcher(s) and other external funders have funded other additional researcher(s) contributing to the Results being exploited, then the Exploiting Party shall pay Grantor 50% of Net Revenue multiplied by the Grantor's Inventive Weighting Ratio and then multiplied by the Grantor's Funding Weighting Ratio.

Example Calculation	Net Revenue	
	Grantor	Exploiting Party
<p>In this example, Grantor is not the sole external funder. 50% of Researcher A's work was funded by the Grantor (Grantor's Funding Weighting Ratio) and Researcher A's work made a 50% contribution to the Results being exploited (Grantor's Inventive Weighting Ratio).</p> <p>The work of Researchers B and C were funded by third-party funders (each making a 25% contribution to the Results being exploited).</p> <p>Grantor's Inventive Weighting Ratio (50%) and Grantor's Funding Weighting Ratio (50%) is applied to the 50% revenue share normally due to Grantor.</p>	12.5%	87.5%

Thus, after deduction of taxes and Direct Costs from Gross Revenue to calculate Net Revenue, Grantor's share of Net Revenue = (50% of 50%) x 50% = 12.5% .		
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III. REVENUE SHARING FOLLOWING EXPLOITATION OF THE RESULTS IN A COMBINATION PACKAGE

Where the Results are being exploited as a Combination Package the Exploiting Party shall first multiply the Combination Package Gross Revenue (i.e. gross revenue for the whole Combination Package) by the Package Weighting Ratio in order to calculate the portion of Combination Package Gross Revenue applicable to the Results included in that Combination Package (i.e. value of **Grantor Component Gross Revenue**) and then calculating the share of **Grantor Component Net Revenue** due Grantor in accordance with the scenarios set out above under section II.

Example Calculation
<p>To calculate the Package Weighting Ratio, one must consider the relative contribution of each component in the package of licensed technologies.</p> <p>In this example, Grantor funded the generation of data which supported/exemplified a pre-existing patent application (i.e. data not included in patent application). The patent application and data were licenced for exploitation as a Combination Package.</p> <p>For the purpose of this example, the weighting applied to:</p> <ul style="list-style-type: none"> (i) the patent application = 80% of the licensed Combination Package, and (ii) the supporting/exemplifying data = 20% of the licensed Combination Package. <p>Firstly, the Package Weighting Ratio Applicable to the Results (20%) is applied to the Combination Package Gross Revenue to calculate the Grantor Component Gross Revenue.</p> <p>Secondly, Grantor Component Direct Costs and taxes applicable to the Grantor Component Gross Revenue (if any) are deducted from the Grantor Component Gross Revenue in order to determine the value of Grantor Component Net Revenue.</p> <p>The 50% revenue share due to Grantor is then applied to the value of the Grantor Component Net Revenue calculated above.</p> <p><u>Worked Example Calculation:</u></p> <p>Combination Package Gross Revenue = £100,000</p> <p>Taxes applicable to Combination Package Gross Revenue = £20,000</p> <p>Package Weighting Ratio applicable to the Results = 20%</p> <p>Grantor Component Gross Revenue = £100,000 x 20% = £20,000</p> <p>Grantor Component Direct Costs = £0</p> <p>Taxes applicable to Grantor Component Gross Revenue = £20,000 x 20% = £4,000</p> <p>Grantor Component Net Revenue = £20,000 - £4,000 = £16,000</p> <p>Grantor's share of Grantor Component Net Revenue = £16,000 x 50% = £8,000</p>

IV. REWARDING THE RESEARCHERS

Rewarding the researchers who contributed to the development of the Results:

Grantor acknowledges that researchers who contributed to the development of the Results being commercially exploited should be rewarded in accordance with the Exploiting Party's or Grantholder's (as the case may be) policies and procedures and applicable laws. The Exploiting Party shall be solely responsible for all and any payments which may be due to its researchers and such payments shall be made solely from the Exploiting Party's share of Net Revenues/Grantor Component Net Revenue and not deducted from Gross Revenue or deducted from Net Revenues/Grantor Component Net Revenue before Grantor's share of Net Revenues/Grantor Component Net Revenue is calculated and deducted.

V. EQUITY

Where exploitation revenues received by the Exploiting Party from the exploitation of Results include rights to take Equity, the Equity shall be shared between Grantor and the Exploiting Party in accordance with the calculations used for the sharing of Net Revenue/Grantor Component Net Revenue set out in (as applicable) sections II or III.

Grantor may elect at its sole discretion (i) to hold such Equity in its own name (or its nominee), (ii) to have the Exploiting Party to hold such Equity for the benefit of Grantor, or (iii) for sums received by the Exploiting Party which derive from the Equity (such as from dividends, sale or other disposal) to be added to Gross Revenue and shared with Grantor in accordance with (as applicable) sections II or III.

VI. MISCELLANEOUS

Grantor (or its representatives) shall have the right to audit the Exploiting Party's records (at least annually) in relation to these revenue sharing obligations and the exploitation of Results.

The Exploiting Party shall provide Grantor with regular reports (at least annually) in relation to these revenue sharing obligations and the exploitation of Results and shall grant Grantor or any third parties assigned by Grantor for this purpose access to any relevant accounting documents in this respect.

VII. DEFINITIONS

Award Letter: means the letter of (Grant Ref No.) sent by the Grantor to the Grantholder, which incorporates the Terms and Conditions and which specifies (i) the amount of the Grant, (ii) the Research Project, (iii) any additional terms in relation to the Grant, (iv) the duration of the Grant, (v) the name of the Grantholder as recipient of the Grant, and (vi) the name of the Principal Investigator being responsible for managing the execution of the Research Project.

Combination

Package: means a package containing the Results bundled together with any other Materials, Technical Information and/or Intellectual Property Rights which the Exploiting Party owns or is the beneficial owner.

Combination Package

Gross Revenue: means all the sums actually received by the Exploiting Party for directly exploiting a Combination Package and/or for exploiting a Combination Package under any licence, option or any other legal agreements entered into by the Exploiting Party, including, subject to section V, sums received which derive from the disposal or other realisation of any Equity obtained from a third party in consideration for the grant of the relevant rights in a Combination Package.

Direct Costs:	means all external expenses incurred and paid by the Exploiting Party in connection with the filing, prosecution, maintenance and defence of the Intellectual Property Rights arising from the Results being commercially exploited (other than in a Combination Package), including (but not limited to) official patent application filing fees and patent agent costs, all external legal, litigation and other advisory/consultancy costs reasonably necessary to achieve the same. Direct Costs shall not include: (i) any internal funding/costs, salaries of the Principal Investigator or any other investigator working on the Research Project, overhead or other indirect costs of the Exploiting Party; or (ii) any amounts payable to the inventors or contributors of the Intellectual Property Rights being commercially exploited.
EB:	means Epidermolysis Bullosa.
Equity:	means the issuing of equity or any other interest (whether by way of debenture, warrant, security, participation or otherwise) from time to time in any company in consideration of the assignment or grant of a licence, rights or an option thereto to such company in respect of any Results.
Exploiting Party:	means the Grantholder or any third party who has the primary responsibility for the protection and exploitation of some/all of the Results as may be agreed by the Grantor.
Funding Weighting Ratio:	shall mean the relative weighting given by the Exploiting Party (as agreed in good faith by the Exploiting Party and Grantor) to the funding provided by the Grantor and each other external funding body to the Results as a contribution to the total external funding.
Grant:	means the sum of money awarded to the Grantholder under the Award Letter in order to carry out the Research Project.
Grant Application:	means the grant application submitted by the Grantholder and accepted for funding by Grantor.
Grantholder:	means the legal entity / organisation named as such on the Award Letter and which receives the Grant.
Grantor:	means the EB-Research Network Member mentioned in the Award Letter as Grantor.
Grantor Component Direct Costs:	means Direct Costs applicable to Results included in a Combination Package.
Grantor Component Gross Revenue:	means Combination Package Gross Revenue multiplied by the Package Weighting Ratio applicable to the Results.
Grantor Component Net Revenue:	means Grantor Component Gross Revenue less (a) any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on the Exploiting Party in connection with Grantor Component Gross Revenue that the Exploiting Party is unable to offset or recover; and (b) Grantor Component Direct Costs.
Gross Revenue:	means all the sums actually received by the Exploiting Party for directly exploiting any Results and/or under any licence, option or any other legal agreements entered into by the Exploiting Party for the purpose of exploiting the Results, other than as a Combination Package, including, subject to section V, sums received which derive

from the disposal or other realisation of any Equity obtained from a third party in consideration for the grant of the relevant rights in Results.

Intellectual Property

Rights: means Patent Rights, trade-marks, copyright, database rights, rights in designs, rights to use and protect confidential information, and all or any other intellectual property rights whether or not registered or capable of registration anywhere in the world (including the right to apply for and applications for the foregoing).

Inventive Weighting

Ratio: shall mean the relative weighting given by the Exploiting Party (as agreed in good faith by the Exploiting Party and Grantor) to the inventive input of each researcher to the generation of the Results as a contribution to the whole.

Materials: means organic or inorganic elements or compounds; nucleotide or nucleotide sequences (including DNA and RNA sequences); genes, vectors or constructs (including plasmids, phages or viruses); host organisms (including bacteria, fungi, algae, protozoa and hybridomas); eukaryotic or prokaryotic cell lines or expression systems or any development strains or products of cell lines or expression systems; proteins (including peptides or amino acid sequences, enzymes, antibodies or proteins conferring targeting properties and fragments of any protein, peptide enzyme or antibody); drugs or pro-drugs; assays or reagents and any other genetic or biologic materials or micro-organisms.

Net Revenue: means the Gross Revenue less (a) any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on the Exploiting Party in connection with Gross Revenue that the Exploiting Party is unable to offset or recover; and (b) Direct Costs.

Package Weighting

Ratio: shall mean the relative weighting given by the Exploiting Party (as agreed in good faith by the Exploiting Party and Grantor) to: (i) the Results; and (ii) each other technology and Intellectual Property Rights included in the Combination Package, as a contribution to the whole.

Research Project: means the research project proposed in the Grant Application, as may be amended by any revisions suggested or required by Grantor and/or the Grantholder and which are agreed by Grantor and the Grantholder.

Results: means: (i) all Materials and Technical Information generated, or otherwise collected or collated, arising, identified or first reduced to practice, in the course of the Research Project and which is partly or wholly funded by the Grant; and (ii) any Intellectual Property Rights in relation to the foregoing.

Technical Information: means all technical, scientific and other know-how, information, trade-secrets, knowledge, discoveries, inventions, data, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, chemical structures, antibody sequences, data, designs, drawings, assembly procedures, questionnaires, databases, software, algorithms, computer programs, models, apparatuses, specifications, results, research plans, data analyses and reports and other material (whether or not confidential, proprietary, patented or patentable) in written, electronic or any other form now known or hereafter developed.

Appendix 2

PERSONAL DATA PROTECTION & PROCESSING POLICY – for grant applications via EB-ResNet

Grant applications and grant awards handed in via EB-Research Network are administered by DEBRA Austria (independent of whether funding comes from DEBRA Austria or any other funding party), therefore the European General Data Protection Regulation (EU) 2018 and this policy applies to all PERSONAL DATA PROTECTION & PROCESSING of such grant applications and grant awards by or on behalf of DEBRA Austria:

- 1 This Policy document provides information on: (i) why and how DEBRA Austria (hereinafter '**DEBRA**') collects personal data, (ii) which kinds of personal data are collected, (iii) how personal data are used, (iv) data security applied while processing personal data, and (v) the right of the Principal Investigator and any other investigators referenced in the grant application and/or involved in the Research Project to amend or erase his/her own personal data.
- 2 The protection of personal data is of the highest priority in DEBRA's work. DEBRA fulfils the current European General Data Protection Regulation (EU) 2018 and (because DEBRA Austria is a charity registered in Austria) also the Austrian *Datenschutzgesetz* and the *Telekommunikationsgesetz* (DSG 2018 and TKG 2003), as may be amended or replaced from time-to-time.
- 3 By applying for research funding via EB-Research Network ('**EB-ResNet**'), and registering on the research-grant management system (currently provided by CC Technology and managed by DEBRA) the applicants are required to give following personal data and give consent to DEBRA for its use: Title, First Name, Middle name, Last name, Position, Department, Institution, Address, Telephone number, Email as well as other personal data included in the applicant application and CV details. DEBRA requires these personal data for the fulfilment of its obligations under these terms, i.e. to assess your application and your eligibility for funding.
- 4 Security of the applicant's personal data transmission and processing is provided via the CC Technology (Grant Tracker) system under an agreement with DEBRA in respect of those services ('**Services**'). Data security is provided by the use of Secure HTTP (https in the URL visited to access the system), CC Technology being ISO 27001 Certified, and CC Grant Tracker Data Centre Partner being Certified.
- 5 DEBRA needs to store and process personal data provided in accordance with Clause 3 and any other personal data provided by other means in order to be able to process grant applications and approve/monitor grants.
- 6 Research-grant application and any research reports, including personal data, will be forwarded to members of DEBRA International's MSAP (Medical and Scientific Advisory Panel), or other Expert Panel as appointed, as well as other expert reviewers. Panels and their members, and external reviewers, are required to use personal data for the purpose of reviewing and assessing research-grant application and research grant reports only. The Terms of Reference for MSAP explicitly require MSAP members to treat all content of research-grant applications and reports as confidential; external reviewers are similarly required to observe strict confidentiality in accordance with the

accepted standards of academic peer-review. Should a research proposal be appropriate for co-funding by a third-party not currently an EB-ResNet member, DEBRA will, with the agreement of the applicant, forward the proposal to such organisations for their independent assessment.

- 7 Whether or not an applicant's research-grant application is successful, DEBRA retains the applicant's data to have a clear history of all applications, and to facilitate assessment of the applicant's possible future applications, including any resubmitted applications. Should grant award offer be made, DEBRA will also use the personal data for correspondence with the Principal Investigator in relation to both research progress and financial management of the award and, where relevant, for correspondence with third-party payment processors, and external partners contracted to assist DEBRA with IP management, contracting and licensing.
- 8 DEBRA may also use a Principal Investigator's personal data:
 - 8.1 to communicate with other offices and employees of the Grantholder (for example, finance or grant-management offices, or technology transfer services), but only to the extent necessary for DEBRA to manage the Grant and the Results;
 - 8.2 to communicate with the Principal Investigator about DEBRA events, initiatives, funding opportunities, working groups, or to invite the Principal Investigator to meetings or to speak or otherwise participate in DEBRA-associated conferences, or to respond to any requests or queries the Principal Investigator sends to DEBRA.
- 9 For the majority of the time, DEBRA will not share the Principal Investigator's personal data with any other organisations. However, on occasions where DEBRA either runs a joint event with another organisation, or where it enlists the services of event organisers or other service providers, DEBRA may share information such as the Principal Investigator's name, email address, employer's name and any special dietary or accessibility requirements, only for that event, and only to the extent required.
- 10 DEBRA may also share personal information provided by applicants:
 - 10.1 to comply with legal or regulatory requirements and to respond to lawful requests, court orders and legal process.
 - 10.2 to enforce its rights, prevent fraud and for safety: to protect and defend the rights, property, or safety of DEBRA or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud.
- 11 The Principal Investigator and any other investigators referenced in the grant application or otherwise involved in the Research Project each have the right to request access to his or her own individual personal data as well as data in relation to their grant applications, and to request from us such data held in a structured, commonly used and machine-readable format. Such individuals shall also have the right to amend their respective data (either to update or correct inaccuracies), or to remove particular items of data, though such individuals should bear in mind that some data are essential to DEBRA's management of a grant or other communications with said individuals. In certain cases, an individual may request that the processing of their personal data is restricted. After an individual's personal data is no longer needed for the defined purposes, that individual may request that his/her personal data held by or on behalf of DEBRA is deleted. Should an individual believe his/her personal data rights have been infringed, that individual has a right to submit a complaint with the competent data protection authority (in Austria: *Datenschutzbehörde*).

- 12 CC Technology may derive and collect aggregate or other non-personal data derived from their performance of the Services for product improvement, analytical, reporting and research purposes, which may involve the processing of personal information submitted by applicants to CC Technology's system. CC Technology will ensure that the results of this processing do not identify any applicant's personal data and that all such processing is subject to appropriate technical and organizational measures.