

Grant Agreement

Associazione Italiana Sindromi Neurodegenerative da Accumulo di Ferro (AISNAF, Italy), in the person of its legal representative, Natale Antonio Scalise, Via Fellino 5, Rossano, Cosenza, Italy

Hoffnungsbaum e.V. (HoBa, Germany), in the person of its legal representative, Markus Nielbock, Registered Office: Hoffnungsbaum e.V., Hardenberger Str. 73, 42549 Velbert, Germany

NBIA Disorders Association (NBIADA, USA), in the person of its legal representative, Patricia Wood, 2082 Monaco Ct., El Cajon, California, USA

Stichting Ijzersterk (The Netherlands) in the person of its legal representative, Joost Schimmel, Schelf 36, 1771 PG Wieringerwerf, The Netherlands

Together “the Patients Associations (PAs)”

And

[HOST INSTITUTION, ADDRESS] (the “Host Institution”)

each a “Party” and both of them collectively the “Parties”

Recitals

WHEREAS, The PAs aim to promote scientific research in the field of Mitochondrial-membrane Protein-Associated Neurodegeneration (MPAN); and,

WHEREAS, Dr. XXX has submitted to the PAs a research project titled “XXXXXXXXXXXXXXXX” best described in Annex 1 (the “Project”); and,

WHEREAS, the activities envisaged in the Project pursuant to applicable legislation can be carried out at the Host Institution; and,

WHEREAS, the Host Institution is willing to be engaged by the PAs upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth herein, and for other good and valuable considerations, receipt of which is hereby acknowledged, the PAs and the Host Institution mutually agree as follows:

1. Subject of the Agreement

1.1 The purpose of the Agreement is the financial support by the PAs for the realization of a research project in the field of MPAN titled "XXXXXXXXXXXX" and referred to in Annex 1.

1.2 The Project will be carried out according to the experimental plan and timetable reported in Annex 1.

2. Responsible persons

2.1 The Host Institution designates Dr. XXX as the Principal Investigator of the Project (hereinafter the "Principal Investigator").

2.2 The PAs designate XXXXXXX as the contact person for this Agreement.

3. Resources

3.1 For the research activities envisaged in the Project, and for the entire duration of the Project itself, the Parties agree as follows:

- The Host Institution shall make available to Principal Investigator, the laboratory and equipment located in XXX building, floor X, rooms XXX, so that he can carry out the Project, with the support of the collaborators indicated in the Project or others of equal competence.
- The PAs undertake to provide the Host Institution with the total amount of XXXXX (XXXXX/00).
- The total amount is broken down by items of expenditure as follows:
 - XXXX – personnel
 - XXXXXX – research consumables
 - XXXXX- overhead
 - etc

3.2 The total amount of XXXXX (XXXXX/00) will be disbursed by the PAs to the Host Institution, in three instalments: 35% at start of project; 35% after six/twelve months, and upon approval of the interim scientific and financial reports; 30% at the end of the project as documented by the final scientific and financial reports which will have to be submitted within three months of the end of the grant unless an extension is granted.

3.3 Second and third payments referred to in the preceding point shall be made by the PAs after receipt of the scientific and administrative reports demonstrating progress towards the stated Project's goals.

3.4 In the event that the final administrative report shows a lower expenditure compared to what was already disbursed for the Project, the difference will be reimbursed by the Host Institution to the PAs.

3.5 If the Project should prove to be technically impossible to complete, it may be ended earlier than originally planned. In this case, the Host Institution and/or the Principal Investigator will immediately inform the PAs. The funds already paid to the Host Institution but not yet used to carry out the Project, will be reimbursed to the PAs; nothing else will be owed by the PAs to the Host Institution for the activities covered by the present Agreement.

3.6 In the event of impossibility or inability of the Principal Investigator to complete the Project, the PAs will decide at its own discretion, after analysis of Project's progress, the termination and/or continuation of the Project in consultation and agreement with the Host Institution.

3.7 The Host Institution undertakes to ask the PAs for authorization for any changes to the experimental plan or to the items of expenditure, as described in Annex 1 to this Agreement. Any unauthorized changes will not be recognized by the PAs.

3.8 In the event the funds are used in a way that diverges from the object of the Agreement, or of non-use or partial use of the funds disbursed by the PAs, the latter may request reimbursement of the corresponding sums.

3.9 Payments must be made to the following bank account of the Host Institution: XXXX

4. Obligations

4.1 At the milestones established in 3.2 above, and at the end of the Project, the Principal Investigator shall send the PAs a scientific report on the activity carried out, results achieved and progress of the Project, together with a statement of the expenses actually incurred as per Article 3. Furthermore, on completion of the Project, the Principal Investigator undertakes to send the PAs a lay summary of his work that can be subject to publication by the PAs on their websites or through other communication tools.

4.2 The Host Institution undertakes all the obligations in compliance to the applicable legislation relative to safety and security in the workplace.

4.3 The Host Institution provides insurance coverage for civil liability and accidents.

5. Intellectual property

5.1 For the purposes of this Agreement, "Results" are to be understood as the complex of new scientific and technological knowledge - whether or not protectable as industrial/intellectual

property rights - that are the consequence of the research and development activities referred to in the Project, including any prototypes.

5.2 The Principal Investigator shall be required to give full information to the PAs on the Results achieved within the Project according to the provisions of Art. 4 above.

5.3 The ownership of the Results which will derive from the research activity object of the present Agreement, will be attributed to the Host Institution.

5.4 Should the Results be protectable by means of industrial patents, the Host Institution will inform the PAs.

5.5 The Host Institution shall be obliged to inform the PAs of the actions aimed at exploiting the intellectual property rights on the Results, including the transfer of the rights to third parties, and to obtain the PAs' prior, non-binding opinion in relation to such actions. At all times, the PAs shall be entitled to take over, free of charge, the patent applications or patents registered by the Host Institution should the latter decide to abandon them.

6. Confidentiality and Publications

6.1 The Parties undertake to treat as confidential and proprietary, the confidential information received from the other Party, and to protect such information in accordance with the principle of good faith, using precaution and protection no less than those used for their own confidential information and in any event with a level of diligence required in accordance with the nature of the same. For the avoidance of doubt, it is hereby clarified that the Results shall be treated by the PAs as Confidential Information of the Host Institution.

6.2 The confidentiality and privacy obligations set forth in the Agreement shall not apply to information that: (i) is already in the public domain and/or belongs to the state of the art before or at the time it is disclosed to the Receiving Party; (ii) becomes public knowledge after being disclosed to the Receiving Party, due to an event not attributable to the Receiving Party itself; (iii) has been acquired unencumbered by secrecy from a third party.

6.3 In the event that a Party is required by law, decree, regulation, or other governmental actions to disclose information in violation of this Confidentiality Policy, that Party shall immediately notify the other Party to enable that Party to object to such action and, if requested, shall cooperate with such objection. In any event, only that portion of the information that the Party is legally obligated to disclose by these measures, may be disclosed.

6.4 The Host Institution shall have the right to publish the Results first and shall make every reasonable effort, in accordance with its well-established approach to research, to translate the Results into a scientific publication, balancing this objective with any procedures useful for the patent protection of the Results.

6.5 Publications, written or oral communications, and press releases shall mention the fact that the Results originated within the scope of the collaboration under this Agreement and shall mention the financial support of all contributing PAs.

6.6 A copy of the publications and releases shall be sent to the PAs.

7. Term

7.1 This Agreement shall commence on the date hereof and shall remain in effect for 12/24 (depending on the project duration) months.

8. Termination

8.1 The Parties mutually acknowledge that the execution of the present Agreement is conditioned on the existence of the Project.

8.2 Each Party reserves the right to terminate the Agreement in the event that the other Party breaches its obligations under the same.

9. Miscellaneous

9.1 This Agreement represents the entire agreement between the Parties and invalidates all prior communications or agreements, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9.2 Any amendment to the Agreement must be agreed to in writing by the Parties. Any amendment without such written consent shall be deemed null and void.

9.3 Should one or more Articles of the Agreement be null, invalid or ineffective or for any other reason unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall remain unaffected and the Parties shall negotiate - in good faith - in order to replace the unenforceable clause with similar terms.

9.4 Any communication regarding the Agreement shall be made, in writing, to the following addresses:

- a. if to the PAs:
- b. if to the Host Institution:

Annex 1: Research Project

DATE

SIGNATURES

PAs

NAME OF HOST INSTUTUTION

Legal representative

PRINCIPAL INVESTIGATOR
