

## GRANT AGREEMENT

### BETWEEN:

1. Stichting Duchenne Parent Project with its registered office at Landjuweel 16-8, 3905 PG, Veenendaal, the Netherlands (hereinafter *the Foundation*); and
2. (hereinafter *Grantee*).

The Foundation and grantee are separately called *Party* or together *Parties*.

### WHEREAS:

- (A) The Foundation has the objective to enhance the research for treatment or a cure of Duchenne muscular dystrophy and has generated funds to pursue this objective;
- (B) The Foundation has agreed to make a Grant to the Grantee in a total amount not to exceed €XXX, which the Foundation will disburse to the Grantee pursuant to this Agreement;
- (C) The Grantee wishes to obtain funding to be able to conduct research in the field of Duchenne muscular dystrophy; and
- (D) The Grant will be used by the Grantee solely to finance the costs to conduct the research project titled: 'XXX' (*Research Project*) which is described in detail in the Grantee's application (*Application*) to the fund, which the Foundation has approved and is attached hereto.

**NOW THEREFORE**, the Parties agree as follows:

#### 1. RECITALS

- 1.1 The recitals stated above are part of and incorporated in this Agreement.

#### 2. DEFINITIONS AND INTERPRETATIONS

- 2.1 Unless otherwise provided in this Agreement, the following terms and expressions stated in this Agreement shall have the following meaning:

*Commencement Date* means the date of the start of the Research Project;

*Effective Date* means the date on which this agreement is signed by both Parties;

*Grant* means an amount of EUR XXX;

*Intellectual Property* means patents, rights in confidential information (including know-how), copyright and related rights, trade marks, trade names and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, and any other intellectual property rights, in each case whether registered or unregistered, including all applications (and rights to apply) for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

**Material Breach** means any material breach under article 11 of this Agreement;

**Revenues** means the net revenues derived by the Grantee from its exploitation of the Project IP (as defined in clause 10.1) worldwide (including revenues from licensees);

**Research Project** means the project that the Grantee wants to conduct in accordance with his Application and the grant thereof by the Foundation; and

**Term** means a period of twenty-four (24) calendar months starting on the Commencement Date.

- 2.2 In this Agreement a reference to an article, clause or annex is a reference to an article, clause or annex in or to this Agreement, unless the context clearly indicates otherwise. The annexes and documents to which is referred in this Agreement form an integral part of this Agreement.

### **3. COMMENCEMENT DATE AND TERM**

- 3.1 This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with clause 7 or 11, the Agreement shall expire upon completion of the Term.

### **4. THE GRANT**

- 4.1 Subject to the terms and conditions of this Agreement, the Foundation agrees to extent the Grant to the Grantee in accordance with clause 5.

### **5. BUDGET AND DISBURSEMENT**

- 5.1 At the beginning of each six (6) month period starting from the Commencement Date, the Grantee shall submit to the Foundation an invoice, by email to [dpp@euronet.nl](mailto:dpp@euronet.nl) specifying:

- (a) the expected salary costs for the relevant six (6) month period, including a break down specifying the expected salary costs for each of the researches/employees working on the Research Project (including salary scale); and
- (b) an overview of the expected expenses for the relevant six (6) month period, including a detailed break down per expense.

- 5.2 Within one month after receipt of the invoice referred to in clause 5.1 above, and provided that Grantee has confirmed by email that the Research Project has been initiated in accordance with the timing specified in the Application, the part of the Grant corresponding to the invoice shall be paid by the Foundation to the Grantee. Invoices, and all other correspondence regarding this project, should always include the project number as given to this project by the Foundation.

- 5.3 At the end of each six (6) month period, a final calculation will be made based on the actual cost and expenses incurred by the Grantee in the relevant six (6) month period and any difference between the amount payable based on the final calculation and the amount already paid to the Grantee will be set-off against any amounts payable by the Foundation to the Grantee pursuant to the invoice for the subsequent six (6) month period.

- 5.4 The Foundation does not refund or cover any overhead expenses, whether or not included in the original budget as set out in the Application.
- 5.5 Upon termination of this Agreement in accordance with clause 11.1 or 11.2, Grantee will promptly refund the full amount paid by the Foundation under this Agreement to the Foundation.
- 5.6 Upon termination of this Agreement, the Grantee automatically and unconditionally waives all rights to the Grant.
- 5.7 The budget as specified in the Application on which the amount of the Grant is based cannot be exceeded. The costs that exceed the budget will not be paid for and/or reimbursed by the Foundation.

## **6. OBLIGATIONS GRANTEE**

- 6.1 The Research Project shall commence on the Commencement Date specified in the Application. This date shall in no event be later than 12 (twelve) months after the Effective Date.
- 6.2 The Research Project shall be conducted by employees and researchers who must be identified (including salary) before the Commencement Date and shall not be changed without the prior written consent of the Foundation (not to be withheld unreasonably).
- 6.3 The Grantee must obtain prior written consent from the Foundation to divert in any way from the original aims and directions from the Research Project. Failure to comply with this provision constitutes a Material Breach.

## **7. REPORTING OF ACHIEVEMENTS AND CONTINUATION OF THE GRANT**

- 7.1 At the end of each year the Grantee shall submit a report in which all achievements of the Research Project so far are listed. These achievements shall include at least the results, publications and collaborations, national or international, of the Research Project. On the basis of this report the Foundation may, in its sole discretion, decide to discontinue the Grant. In case the Foundation decides to discontinue the Grant, this Agreement shall terminate automatically. Clause 5.6 applies.
- 7.2 When deciding on the continuation of the Grant after the first year of the Term pursuant to clause 3, the Foundation shall take the report as meant in clause 7.1 into consideration.
- 7.3 Upon request of the Foundation, the Grantee shall promptly inform the Foundation on the progress of the Research Project in writing.

## **8. PUBLICATION**

- 8.1 The name –Duchenne Parent Project NL–, preferable with logo, must be mentioned in all publications, dissertations and presentations resulting from:
  - (a) the Research Project; and
  - (b) from research that is conducted subsequently and is (partly) based on the results of the Research Project.

- 8.2 As soon as reasonably possible after completion of the Research Project, the Grantee shall publish any findings, for the avoidance of doubt also any negative findings, resulting from research funded by the Grant in an appropriate form, usually as papers in a refereed journal. If such publication is not possible, the Grantee shall publish the result via PLoS Currents.<sup>1</sup>
- 8.3 Neither Party shall make any public statements or announcements concerning the Research Project without the prior written consent of the other Party.
- 8.4 In case the Grantee decides not to perform further research after completion of the Research Project, the Grantee and the Foundation shall in good faith discuss the possibilities to make sure that the results of the Research Project can be used as a basis for further research. The Grantee shall, in case it decides not to perform further research, provide the Foundation with a full copy of all the results of the Research Project.

## 9. WARRANTIES

- 9.1 During the Term of this Agreement, the Grantee warrants that:
- (a) the Research Project (including but not limited to research involving the use of animals) will be conducted in compliance with all laws applicable to the Research Project and the Agreement;
  - (b) all necessary legal and regulatory requirements in order to conduct the Research Project are met, and all the licenses and approvals have been obtained;
  - (c) it has in place formal written procedures for managing the process of obtaining any necessary or appropriate ethical approval for the Research Project, and
  - (d) any such ethical approval will be granted at all relevant times during the Term of this Agreement.

## 10. INTELLECTUAL PROPERTY

- 10.1 The Grantee shall be the rightful owner of all Intellectual Property derived from and/or arising out of the Research Project (*Project IP*).
- 10.2 In consideration for receiving the Grant, the Grantee shall pay the Foundation 15 (fifteen) % of all Revenues (including for the avoidance of doubt resulting from the sale of the Project IP) generated with the Project IP (*IP Compensation*).
- 10.3 Each year, starting from the Commencement Date until the date that the last to expire patents of the Project IP has expired, the Grantee shall no later than thirty (30) days after the year end submit a report (*IP Report*) to the Foundation in which the Revenues generated with the Project IP over the last year are listed, including a calculation of the IP Compensation payable over the relevant year.

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<sup>1</sup> <http://blogs.plos.org/plos/2011/08/plos-currents-muscular-dystrophy-open-for-submissions/>

- 10.4 The Grantee shall, upon request, provide the Foundation with such information as the Foundation deems reasonably necessary to verify the calculation of the IP Compensation included in the IP Report. The Foundation shall notify the Grantee in writing (an **Objection Notice**) within thirty (30) days following receipt of the IP Report if it does not accept the calculation of the IP Compensation included therein. The Objection Notice shall set out the Foundation's reasons for such non-acceptance and specify the adjustments which, in the Foundation's opinion, should be made to the calculation of the IP Compensation.
- 10.5 If the Foundation serves an Objection Notice, Grantee and the Foundation shall use all reasonable efforts to meet and discuss the objections of the Foundation, and to agree the adjustments required to be made to the calculation of the IP Compensation, in each case within thirty (30) days following receipt by Grantee of the Objection Notice.
- 10.6 If the Foundation is satisfied with the calculation of the IP Compensation (either as originally submitted or after adjustments agreed between Grantee and the Foundation pursuant to clause 10.5) or if the Foundation fails to submit an Objection Notice within the thirty (30) day period referred to in clause 10.4, then the calculation of the IP Compensation will be deemed to be accepted by the Foundation.
- 10.7 The Grantee shall pay the IP Compensation to the Foundation within thirty (30) days of the calculation of the IP Compensation having been accepted by the Foundation in accordance with clause 10.6.
- 10.8 If Grantee and the Foundation do not reach agreement within thirty (30) days of receipt by Grantee of the Objection Notice, then the dispute shall be finally settled by the competent courts of Amsterdam, the Netherlands, in accordance with clause 18.1.
- 10.9 This clause 10 shall survive the termination or expiration, of this Agreement.

## **11. TERMINATION**

- 11.1 The Foundation may terminate this Agreement with immediate effect, without observing a notice period, if any corporate action, legal proceedings or other procedure is initiated in relation to (i) bankruptcy; (ii) suspension of payments; and/or (iii) attachment on any material assets of either Party that is not withdrawn within 30 (thirty) days.
- 11.2 Notwithstanding clause 11.1, the Foundation may terminate this Agreement with immediate effect, without observing a notice period, in case of a Material Breach of this Agreement by Grantee. In such case the Foundation will not be liable for any direct or indirect costs (including damages) that Grantee may suffer due to the termination of this Agreement by the Foundation pursuant to this clause.

## **12. DEFAULT AND LIABILITY**

- 12.1 The following events shall constitute a Material Breach under this Agreement:
- (a) Any Grant proceeds are used for any purpose other than the Research Project without prior written consent of the Foundation.
  - (b) The Grantee breaches any covenant, representation, warranty, or other provision of this Agreement, which breach is not cured within thirty (30)

calendar days from the date of receipt of written notice of the breach from the Foundation.

- (c) Without the prior written consent of the Foundation, the Grantee is dissolved by operation of law or in any other manner.

12.2 Upon the occurrence of any breach of the agreement, the Foundation may, in its sole discretion:

- (a) Require the immediate repayment of the entire Grant paid under this Agreement, and immediate payment of any obligations.
- (b) At any time proceed to protect and enforce all rights and remedies available to the Foundation under this Agreement or by law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;
- (c) Suspend or terminate the Grantee's authority to receive any undisbursed Grant proceeds at any time by written notice to the Grantee.
- (d) In case of an unauthorized change of the Research Project, require the immediate refund of the entire amount of the Grant, and immediate payment of any obligations.

12.3 All remedies provided for in this Agreement or by law are cumulative and are in addition to any other rights and remedies available to the Foundation under any law. The exercise of any right or remedy by the Foundation shall not constitute a cure or waiver of any breach, nor invalidate any act done pursuant to any notice of breach, nor prejudice the Foundation in the exercise of those rights.

12.4 The failure of the Foundation to insist upon performance of any term of this Agreement shall not constitute a waiver of any term of this Agreement. No act of the Foundation shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

12.5 If the Foundation suspends or terminates this Agreement, the rights and remedies available to the Foundation shall survive such suspension or termination.

### **13. AUDIT**

13.1 The Grantee shall allow the Foundation (taking into account a reasonable notice period) to access Grantee's sites, records and other relevant documents to:

- (a) verify the Grantee's compliance with this Agreement.
- (b) verify the correctness of the IP Compensation specified in the IP Report.

13.2 This clause 13 shall survive the termination or expiration, of this Agreement.

## **14. NOTICES**

14.1 Any notice in connection with this Agreement shall be in writing in English and delivered by email. A notice shall be effective upon receipt and shall be deemed to have been received at the time of transmission of the email.

14.2 The relevant notice details are:

Details Foundation:

Dpp@euronet.nl  
Stichting Duchenne Parent Project  
Landjuweel 16-8  
3905 PG  
Veenendaal  
Nederland

Details Grantee:

XXX

## **15. ASSIGNMENT**

15.1 No benefit inuring to the Grantee under this Agreement may be assigned, and no duty imposed on the Grantee may be delegated, without the prior written consent of the Foundation.

## **16. SEVERABILITY**

16.1 The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

## **17. AMENDMENT OF THE AGREEMENT**

17.1 This Agreement may be amended only by written consent of both Parties.

## **18. CHOICE OF GOVERNING LAW AND JURISDICTION**

18.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands and shall be subject to the exclusive jurisdiction of the courts of the Hague, the Netherlands.

**THUS AGREED AND SIGNED BY:**

Signature:

Written name:

Function:

Date:

Place:

Signature:

Written name: E. Vroom

Function: President of DPP-NL

Date:

Place: Amsterdam