

BURSARY AGREEMENT

By and Between

FUNDAÇÃO BIAL, a public service utility, with identification No. 503 323 055 and address at Avenida da Siderurgia Nacional, S. Mamede do Coronado, Trofa, Portugal, represented by the undersigned Members of the Board of Directors, hereinafter referred to as Bial Foundation,

And

....., national of, owner of the identification card No., dated and with address at, hereinafter referred to as Applicant or Fellow,

Whereas:

- I.** With the aim of encouraging the investigation into Man's physical and mental processes, specifically in the areas of Psychophysiology and Parapsychology, the Bial Foundation promoted, as a ...th Edition of its Research Grants, the Bursaries for Scientific Research .../....., which Regulation was made publicly available on
- II.** On the, the Applicant filed his/her Application relative to Research Programme ".....", which has been allotted No. .../....;
- III.** Upon Bial Foundation's suggestion, the Applicant has revised his/her Application and has proceeded to the modification of the corresponding project schedule and budget;
- IV.** The Bial Foundation, after consultation with the Scientific Board, decided to grant the Applicant a Bursary in the amount and under the conditions established herein,

The parties, in good faith, enter into the present Bursary Agreement in pursuance of the Status of the Research Fellow, approved by Law nº 40/2004, of 18th August, in accordance with the terms and conditions of following Clauses:

First

The Research Programme "....." – hereinafter referred to as Research Programme –, its objectives, methodology, background and conception, duration, project schedule and budget, as well as the identification of the project team and of the investigation centre where the Research Programme is to be performed are detailed in the Application Form filed by the Applicant (which is attached hereto as Annex A and shall be an integral part of this Agreement), as well as

in the document filed by the Applicant with the revised project schedule and budget (which is attached hereto as Annex B and shall be an integral part of this Agreement, and which shall prevail over Annex A to the strict extent of the modifications introduced to it.)

Second

1. The Bial Foundation grants the Fellow a Bursary, for the performance of the Research Programme, in the amount of €..... (..... euro), to be paid in instalments as follows:
 - a) €..... (..... euro) to be paid after this Agreement is signed by all the parties and one original is returned to the Bial Foundation;
 - b) €..... (..... euro) to be paid
 - c) €..... (..... euro) to be paid
 - d) €..... (..... euro) to be paid
2. The payment of each instalment mentioned in item 1 above depends on the previous presentation, by the Fellow to the Bial Foundation, as the case may be, of the Progress Reports and of the Final Report mentioned in Clause Four below.
3. The Bial Foundation shall not be responsible for any other costs and expenses whatsoever which are not expressly agreed under this Agreement and Annexes A and B, namely those relating to healthcare services or personal injuries insurance.
4. The host entity shall contract a personal injuries insurance on behalf of the Fellow to cover contingencies derived from the activities mentioned in the Research Programme.
5. The Fellow of Portuguese nationality, or the foreign Fellow conducting his/her activity in Portugal, shall have the right to benefit from a special Social Security scheme, by making an option for the voluntary social insurance scheme, in the terms and conditions set forth in Decree-Law n° 40/89, of 1st February, with the special provisions contained in Law n° 40/2004, of 18th August.

Third

This Agreement shall not be interpreted as being, or giving cause to, a working contract or services agreement, and the Fellow shall not be deemed as a worker, agent or representative of the Bial Foundation.

Fourth

1. The Fellow undertakes to perform the Research Programme exactly as described in the documents mentioned in Clause One above and to promptly inform the Bial Foundation of any facts or occurrences that may affect the normal development of the said Research Programme.

2. The Research Programme, including but not limited to the project schedule and corresponding budget, cannot be modified unless if previously approved in writing by the Bial Foundation.
3. The Fellow undertakes to present to the Bial Foundation, every year prior to January 31st, a Progress Report of the work developed during the preceding year.
4. The Fellow also undertakes to present a Final Report within the maximum period of one month after the completion or interruption of the Research Programme.
5. The grant of new Bursaries to the Fellow for any other Research Programmes shall be subject to the full completion of the Research Programme that this Agreement refers to.

Fifth

1. The Fellow undertakes to present, simultaneously with the Reports mentioned in Clause Four above, a complete list of the expenses made and costs incurred into with the Research Programme, which shall be demonstrated by the original documents of such costs and expenses.
2. In the event it is impossible to provide the original documents evidencing the costs and expenses incurred into, the Fellow shall duly justify that situation and present a copy of the said original documents, together with a declaration of the institution where the Fellow is developing or has developed the activities relating to the Research Programme, stating that the copies of the aforesaid documents correspond to the original ones and that the corresponding expenses have been incurred during and for the purposes of executing the Research Programme of the Fellow's responsibility and partially or totally financed by a Bursary granted by the Bial Foundation.
3. The Fellow undertakes to promptly return to the Bial Foundation the amount of the Bursary which cannot be justified by proper documented evidence as per items 1 and 2 of this Clause Five.

Sixth

1. At the end of the Research Programme, the equipment paid for by the Bursary granted by Bial Foundation will become the property of the entity where the Research Programme was conducted.
2. In the event the said entity is not interested in the equipment or in case the Research Programme is not completed, the equipment shall revert to the Bial Foundation.

Seventh

1. The industrial and intellectual property rights eventually derived from the Research Programme shall be the property of the Fellow or of the person or entity the Fellow assigns them to.

2. It is the Fellow's sole responsibility to verify and guarantee that the Research Programme and its results do not infringe any third parties' industrial or intellectual property.
3. The Fellow undertakes to mention the support received from the Bial Foundation in all the works published by virtue or as a consequence of the Bursary granted by the Bial Foundation for the conduct of the Research Programme.

Eighth

The Bial Foundation shall have the right to terminate this Agreement in the following cases:

- a) Serious and repeated breach of the Fellow's obligations for reasons within the Fellow's control, including but not limited to failure to meet the objectives set forth in the Research Programme;
- b) False statements made by the Fellow.

Ninth

Without prejudice to the ruling of the preceding clause, this Agreement shall be automatically terminated when the Research Programme is completed or in case of revocation by mutual agreement or change in circumstances, as well as whenever the available funds are insufficient for the payment of the Bursary components.

Tenth

The Fellow acknowledges and accepts Bial Foundation's right to provide the Fundação para a Ciência e Tecnologia, as well as any other public authority in Portugal with the legal power to request it, with a copy of this Agreement and any Annexes hereto.

Eleventh

1. This Agreement shall be effective as from the date of signature by all parties and shall be in force and effect for the exact period agreed to as duration of the Research Programme.
2. The ruling set forth in Law n° 40/2004, of 18th August, and in the Regulation of Bursaries for Scientific Research of the Bial Foundation, of which the Fellow hereby declares to have knowledge, will apply to all that is not expressly indicated in this Bursary Agreement.
3. This agreement may not be supplemented or modified, except by a written instrument dated and signed by the parties.

4. The parties hereby declare that, whenever necessary and to decide all the issues arising from this Agreement, the District Court of Oporto, Portugal, will have jurisdiction, thus expressly waiving the resort to any other court or jurisdiction.

All the participants having agreed, this Bursary Agreement and the correspondent Annexes, prepared in duplicate, shall now be duly initialled and signed.

S. Mamede do Coronado, Portugal, on the 201...

FUNDAÇÃO BIAL:

FELLOW:

HOST ENTITY: