

Note: The Research Funding Agreement is only for information at this stage. It will be signed by the Bial Foundation, the Principal Investigator and the Host Entity afterwards, in case the project is selected for funding.

RESEARCH FUNDING AGREEMENT

By and Between

FUNDAÇÃO BIAL, a public utility entity, with identification No. 503 323 055 and address at à Avenida da Siderurgia Nacional, 4745-457 Coronado (S. Romão e S. Mamede), 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., valid up to and with address at, hereinafter referred to as Applicant or Grant Holder or Principal Investigator,

And

....., [insert name of host entity/research entity] registration number / VAT number (to be filled as applicable), and with address at, represented by [include name and capacity of the signatory(ies)], hereinafter referred to as Host Entity.

Being BIAL Foundation, Grant Holder and Host Entity individually referred to as a “Party” and collectively the “Parties”.

Whereas:

- I. With the aim of encouraging the scientific study of the healthy human being from both the physical and mental processes, specifically in the areas of Psychophysiology and Parapsychology, BIAL Foundation promoted the opening of its programme of Grants for Scientific Research .../...., which Regulation was made publicly available in
- II. On the, the Applicant filed his/her Application with respect to the Research Project “.....”, to which has been attributed the 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;] (if applicable)*

IV. BIAL Foundation, after consultation with the Scientific Board, decided to award the Applicant a Grant for Scientific Research in the amount and under the conditions established herein;

The Parties, in good faith, enter into the present Research Funding Agreement (hereinafter referred to as "Agreement") that will be governed in accordance with the terms and conditions of the Regulation of Grants for Scientific Research of BIAL Foundation and the following Clauses:

First

Without prejudice to other information set out in the Grant Holder's Application process, approved by BIAL Foundation, here deemed to be reproduced for all legal purposes (hereinafter referred to as "Application"), the Research Project "....." - (hereinafter referred to as "Research Project") has the following key points:

Scientific Domain(s):

Specific Aims:

Duration (commencement and completion date):

Grant Holder/Principal Investigator:

Host Entity/Principal Research Centre:

Global Budget: € (...euro).

Second

1. BIAL Foundation awards the Grant Holder a grant, for the performance of the Research Project, in the global amount of €..... (..... euro). Provided that the provisions of this Agreement are complied with, in particular, this Clause Second, such amount of €..... (..... euro) shall be paid directly to the Host Entity, in instalments as follows:

- a) €..... (..... euro) to be paid after this Agreement is signed by all the Parties;
- b) €..... (..... euro) to be paid
- c) €..... (..... euro) to be paid
- d) €..... (..... euro) to be paid

2. The payment of each instalment – except for the first one - mentioned in paragraph 1 above is subject to the (i) previous submission by the Grant Holder through the BIAL Foundation Grants Management System (BF-GMS)

of the Scientific and Financial Progress and Final Reports (as the case may be) and (ii) approval of such reports by BIAL Foundation.

3. Subject to verification of the provisions of the preceding paragraph 2, the instalments mentioned in paragraph 1 of this Clause Second shall be paid as follows:
 - a) first instalment shall be disbursed after the commencement date of the Research Project (provided that the Agreement is signed by all Parties);
 - b) Subsequent interim instalments shall be disbursed only (i) upon approval by BIAL Foundation of the scientific and financial progress reports submitted by the Grant Holder and (ii) when the expenses incurred roughly corresponds to the amount already paid under the Agreement;
 - c) The last instalment in the amount corresponding to no less than 10% (ten percent) of the Grant will be reimbursed only after the final requirements are met, which include, without limitation, the approval by BIAL Foundation of the scientific and financial final reports and a paper accepted for publication in a peer-reviewed journal stemming directly from the Research Project (if applicable). For the avoidance of doubt, the Parties agree that the last instalment shall only be reimbursed in case the total awarded amount has already been expended.
4. Payment of the amount provided for in this Clause Second shall be made by bank transfer directly to the Host Entity's bank account indicated in the form uploaded to the Foundation Grants Management System (BF-GMS).
5. BIAL Foundation shall not be responsible for any other costs and expenses whatsoever which are not expressly approved by BIAL Foundation pursuant to this Agreement and not referenced in the approved Application.

Third

This Agreement shall not be interpreted as being, or giving cause to, an employment, labour, working, agent or partner contract or services agreement, and, therefore, the Grant Holder shall not be deemed as a worker, agent or representative of BIAL Foundation.

Fourth

1. The Grant Holder undertakes to perform the Research Project exactly as described in the Application, which includes among others the "Expected outputs", and to promptly inform BIAL Foundation of any facts or occurrences that may affect the normal development of the Research Project.

2. The Research Project, including but not limited to the project schedule and corresponding budget, cannot be modified unless if any change thereto is previously approved in writing by BIAL Foundation.
3. The Grant Holder undertakes to present, in accordance with the requirements set out in the Annex to this Agreement, both the Scientific and Financial Final Reports within the maximum period of one month after the completion or interruption of the Research Project.
4. The award of new Grants by BIAL Foundation to the Grant Holder for any other research programmes shall be subject to the previous full completion of the Research Project to which this Agreement refers.

Fifth

1. The Grant Holder undertakes to present, simultaneously with the Reports mentioned in Clause Four above, a complete list of the expenses and costs incurred in connection with the Research Project, which shall be evidenced by the copies of the documents justifying and evidencing such costs and expenses.
2. In the event that it is not possible to provide the copies of the said documents evidencing the costs and expenses incurred, the Grant Holder shall duly justify that situation and present a declaration signed by a financial officer or accountant of the Host Entity, stating that the corresponding costs and expenses have been incurred during and for the purposes of executing the Research Project partially or totally financed by a Grant awarded by BIAL Foundation.
3. The Grant Holder and the Host Entity undertake to promptly return to BIAL Foundation the amount of the Grant which cannot be justified by proper documented evidence as per paragraphs 1 and 2 of this Clause Fifth.
4. *[In the event expenses are incurred in currencies other than Euro, BIAL Foundation shall use the exchange rates as applicable on the payment dates to convert into the Host Entity local currency, the amounts paid by the BIAL Foundation in Euros. This amount received in local currency shall then be used to compare with the expenses incurred in the local currency, in order to settle accounts at the end of the Research Project.] (if applicable)*

Sixth

1. At the end of the Research Project, the equipment paid for by the Grant awarded by BIAL Foundation, if applicable, will become the property of the Host Entity where the Research Project was completed.

2. In the event the said Host Entity is not interested in the equipment or in case the Research Project is not completed, the equipment shall be delivered to BIAL Foundation.

Seventh

1. The industrial and intellectual property rights eventually derived from the Research Project shall be the property of the Grant Holder or of the person or entity the Grant Holder assigns them to.
2. It is the Grant Holder and Host Entity's exclusive responsibility to verify, ensure and guarantee that there is no conflict between the conduct of the Research Project and any contractual obligation with third parties. Additionally, the Grant Holder and Host Entity represent and warrant that the Research Project and its results do not infringe any third parties' rights, including without limitation, industrial or intellectual property rights.
3. The Grant Holder undertakes to acknowledge the financial support received from BIAL Foundation in all the works published or oral presentations performed by virtue of, within the scope of or as a consequence of the Grant awarded by BIAL Foundation for the conduct of the Research Project.
4. As long as the exact reference to the authorship and source is guaranteed, the Grant Holder expressly authorizes the BIAL Foundation to, free of charges, use, reproduce and publish on its webpages, including, without limitation, on the www.fundacaobial.com, the Scientific Final Report issued on completion of the Research Project allowing any user to freely access it at all time and without costs and content restrictions. The Grant Holder further authorizes the archiving of the Scientific Final Report at the BIAL Foundation's document repository. The aforesaid authorization is granted for a minimum period of 25 years counting from the submission of the Scientific Final Report.
5. If the Scientific Final Report contains information that the Grant Holder does not intend to disclose to the public, the Grant Holder can inform and provide BIAL Foundation with an additional interim/shorter report to be uploaded temporarily into BIAL Foundation online database. In this case, BIAL Foundation will subsequently replace such interim report by the Scientific Final Report within 3 (three) years from the date of its submission in the Foundation Grants Management System (BF-GMS) or once the Grant Holder authorises BIAL Foundation to disclose the Scientific Final Report, whichever occurs first.
6. The preceding paragraphs shall not affect nor prejudice any recognition and protection of the copyrights as established by law.

Eighth

1. The Parties agree to comply with all applicable privacy laws and regulations. BIAL Foundation expects the Grant Holder to conduct the Research Project in a manner that ensures privacy and personal data protection of any individual involved, ensuring all data subject's rights in compliance with applicable privacy laws and regulations. The Grant Holder must ensure an appropriate legal basis to conduct the Research Project and use health data. Prior to receiving any report, BIAL Foundation expects the Grant Holder to remove any information that directly or indirectly identifies any individual that has participated in the Research Project.
2. The Grant Holder and BIAL Foundation members agree that personal data related to them, and the members of the Research Project team may be used by BIAL Foundation for the purpose of reviewing, planning and supporting the Research Project and, where applicable, complying with legal and/or regulatory requirements. Such information may include certain personal data relating to persons who participate or perform work connected to the Research Project, such as name, specialization and contact information. BIAL Foundation may transfer such personal data to companies within BIAL's group, to BIAL's research or business partners, or to relevant governmental authorities. Such recipients may be located outside the country in which the Research Project is being performed.
3. The Grant Holder agrees that BIAL Foundation may use the Grant Holder's picture, name and biographical data, in connection with the promotional activities by BIAL Foundation. More information about personal data processing by BIAL Foundation may be consulted at the Privacy Policy at www.fundacaobial.com.

Ninth

In addition to any right stipulated by law, BIAL Foundation shall have the right to terminate this Agreement in the following cases:

- a) Serious or repeated breach of the Grant Holder's obligations for reasons within the Grant Holder's control, including but not limited to failure to meet the objectives set forth in the Application for the Research Project;
- b) False statements made by the Grant Holder;
- c) In case of non-compliance with the Regulation of Grants for Scientific Research of BIAL Foundation.

Tenth

In addition to the right of termination set forth in the preceding clause Ninth, this Agreement shall be automatically terminated when the Research Project is completed or in case of termination by mutual agreement or change in circumstances, as well as whenever the available funds are insufficient for the payment of the Grant components.

Eleventh

The Grant Holder acknowledges and accepts BIAL Foundation's right to provide any public authority in Portugal or abroad with the legal power to request it, with a copy of this Agreement and any related documents.

Twelfth

1. This Agreement shall be effective as from the date of signature by all Parties and shall be in full force and effect for the exact period agreed to as the duration of the Research Project, unless terminated earlier by either of the Parties in accordance with Clauses Ninth and Tenth above.
2. The regulation set forth in the Regulation of Grants for Scientific Research of BIAL Foundation, of which the Grant Holder and Host Entity hereby declares to have knowledge and to undertake to comply with, will apply to all matters that are not expressly regulated in this Agreement.
3. Host Entity has accepted to be the entity where the Research Project will be performed by the Grant Holder, and the Host Entity declares and warrants that (i) it possesses all the legal and necessary conditions for the performance of the Research Project, (ii) it is not and will not be in breach of any contractual obligation with any third party by entering into this Agreement and (iii) it has no and will not have any conflict of interest by entering into this Agreement.
4. This Agreement shall be governed by and construed in accordance with the Portuguese laws and the Parties hereby irrevocably submit to the exclusive jurisdiction of Porto Courts, Portugal, without giving effect to the conflicts of laws provisions thereof.
5. Except for amendments to the Research Project schedule and budget which could be made by e-mail, neither this Agreement nor any of the terms or provisions hereof may be amended, modified or supplemented except by a written instrument signed by the authorized representatives of each of the Parties hereto. No waiver of any right set forth herein shall be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.
6. The invalidity or unenforceability of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the

validity or enforceability of any other provision hereof and the Parties will use their best efforts to replace such provision with a valid and enforceable provision which will achieve, to the extent possible, the same economic, business or other purpose as such invalid or unenforceable provision and to further ensure that the remaining provisions shall not in any way be affected or impaired thereby.

7. Neither the Grant Holder nor the Host Entity may assign its position or rights and obligations under this Agreement to any third party without the prior written consent of BIAL Foundation.
8. The rights and obligations of the Parties, which by intent or meaning have validity beyond termination (including, but not limited to, the rights and obligations under Clauses sixth, seventh, eighth, eleventh and twelfth) shall survive the termination of this Agreement.

The Parties have duly signed this Agreement in the manner legally binding upon them. This Agreement may be executed by means of electronic signature, in any number of counterparts, where all such counterparts taken together will be deemed to constitute one and the same instrument. A signed or e-signed copy of this Agreement delivered by e-mail, or other means of electronic transmission is deemed to have the same legal effects and the same probative force as wet-ink signatures.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

FUNDAÇÃO BIAL:

Name: Luís Portela
Capacity: Chairman

Name: Daniel Bessa
Capacity: Board Member

GRANT HOLDER:

Name:

HOST ENTITY:

Name:

Capacity:

Annex

The scientific final report must:

1. Cover the entire project period, its outputs and outcomes, and highlight any changes made to the original approved project.
2. Follow the structure of a scientific article outlining the Aims, Method (participants, instrument/measures, and procedure), Results and Discussion, Conclusions and Recommendations (**maximum** 10 pages).
3. Include a table highlighting the differences between expected and achieved output indicators, as well as a list of publications. Access to publications must be ensured by indicating the URL if they are open access and/or by uploading the files in pdf format (e.g. galley proofs of the accepted articles). **Only the publications that duly acknowledge BIAL Foundation's support will be considered as outputs of the project.**
4. Include the duly completed template available for download from BIAL Foundation Grants Management System (BF-GMS) - Grant Edition Support Documents section - with information to be posted at BIAL Foundation web page concerning the final results of the project, as well as references to the published work.

The financial final report must:

1. Include the documents of expenses not yet submitted in previous reports. The final instalment will only be paid in case the total amount of the grant has been spent by the time of sending the final report.