



THE LEO FOUNDATION

General Terms and Conditions Governing the Use of Awards granted by the LEO Foundation (hereinafter “these Terms”)

1 PURPOSE

- 1.1 Purpose. The purpose of these Terms is to outline the terms and conditions under which the LEO Foundation shall offer, award, make, promise, pay out or otherwise commit to any financial support towards research within the fields of medicine, chemistry and pharmacy in connection with the LEO Foundation Awards (hereinafter “the Award”). Consequently, the Awardee (as defined below) and the Host (as defined below) shall be bound by these Terms, unless otherwise specifically deviated from in the Award letter and/or in a supplemental written agreement (hereinafter jointly “the Award Specific Terms”). In case of any conflict between these Terms and the Award Specific Terms, the latter shall prevail.

2 AWARD, PAYMENT AND USE OF THE AWARD

- 2.1 Awardee. The Award shall be awarded to the person appointed by the LEO Foundation as the award recipient (hereinafter “the Awardee”) who shall also act as the primary contact person vis-à-vis the LEO Foundation and be responsible for proper usage of the Award from a scientific, financial and legal perspective.
- 2.2 Host. The Award will be paid out to the university, hospital, institute or other legal entity at which the Awardee is employed (hereinafter “the Host”). The Host shall be responsible, jointly with the Awardee, for proper administration of the Award.
- 2.3 Cessation of Awardee’s Employment with Host. In case the Awardee should cease to be employed with the Host before conclusion of the Research (as defined below), neither the Awardee nor the Host shall be entitled to spend any remaining part of the Award, unless agreed to by the LEO Foundation.
- 2.4 Use of Award. The Award shall be used strictly and solely towards research within dermatology (hereinafter the “Research”). The Award must not be applied towards payment of any administration fees, overheads or similar charges imposed by the Host or any third party in excess of 5% of the total Award sum.
- 2.5 LEO Foundation Alumni Club. Upon acceptance of a LEO Foundation Award the Awardee shall become a member of the “LEO Foundation Alumni Club” and must engage in two (2) scientific activities within three (3) years of receiving the Award. These activities could include, but are not limited to, invited talks, mentor sessions and lectures. The specific activities will be agreed upon between the LEO Foundation and the Awardee. Reasonable expenses pertaining to the activities, including travel, food and drink and accommodation will be paid by the LEO Foundation.
- 2.6 RESERVED
- 2.7 Progress of Research. The Awardee shall use best efforts to ensure progress of the Research.
- 2.8 Payment of Award. The Award, shall be paid out to the Host. The Award funds shall be placed in a separate research account to be administered by the Host in accordance with its internal rules. The Award is awarded and shall be paid out in US Dollars which implies that the LEO Foundation shall not carry the risk of any currency fluctuations. Likewise, any taxes and charges that may become due as a result of payment and receipt of the Award shall be the responsibility of the Host and/or the Awardee, as applicable, and shall be of no concern to the LEO Foundation.
- 2.9 Unused Award. Any part of the Award which has not been duly spent on the Research within 5 (five) years from the date of the Award letter shall be returned to the LEO Foundation by the Host.



3 SCIENTIFIC AND FINANCIAL REPORTING

- 3.1 Scientific Reporting on Research. No later than 3 (three) months after a) the Award funds are fully used or b) the expiration of the 5-year period set forth in section 2.9 (whichever comes first), the Awardee shall provide the LEO Foundation with a scientific report describing the Research and outlining the main results obtained, including any publications, and conclusions to be drawn.
- 3.2 Maintenance of Information, etc. The Awardee and the Host shall ensure that any and all data, results and other information generated during the Research shall be registered and maintained for a period of at least 5 (five) years after finalisation of the Research. During the same period of time, the LEO Foundation shall be entitled, upon request, to receive information about any scientific publications and reports made and/or any patent applications submitted containing elements of or otherwise being based on such data, results, etc.
- 3.3 Financial Reporting. No later than 3 (three) months after a) the Award funds are fully used or b) the expiration of the 5-year period set forth in section 2.9 (whichever comes first), the Awardee shall provide the LEO Foundation with a financial report on the use of all Award funds, including details on the individual costs covered by the Award funds. The reports shall be signed and approved by the Awardee, as well as by a legal representative of the Host.
- 3.4 RESERVED

4 DOCUMENTATION, AUDIT RIGHTS AND CONTROL

- 4.1 Duty to Provide Documentation. Upon written request by the LEO Foundation, or its authorized representative, the Awardee and the Host shall, as soon as practicably possible and no more than once every year, provide copies of files, records, journals and other documentation relating to the Research status, the use of the Award funds and the adherence by the Awardee and the Host to these Terms and the Award Specific Terms.
- 4.2 Inspection Rights. The LEO Foundation, or its authorized representative, shall have access, during regular working hours and subject to giving reasonable prior written notice to the Awardee and the Host, to conduct on-site inspection of the facilities at which the Research is being carried out and, furthermore, to review any physical and electronic files, records, journals and documentation relating to the status of the Research, the use of the Award funds and the adherence by the Awardee and the Host to these Terms and the Award Specific Terms. The Awardee and the Host shall reasonably collaborate with the LEO Foundation, or its authorized representative, during any such inspection to make relevant material available.

5 CONDITIONS APPLICABLE TO EMPLOYEES

- 5.1 Working Conditions. The Awardee and the Host must ensure that any and all persons working on or otherwise allocated towards the Research are employed on conditions which are compliant with applicable legislation and no less favorable than the standards and terms generally applicable for employees of the Host.
- 5.2 No Coverage for Non-contributing Activities. The Award funds may only be used to cover direct salary costs related to persons actively contributing towards the Research. Thus, the Award funds may not be used to cover salaries, fringe benefits, severance payments or any other types of costs or charges in relation to persons who are on parental leave, longer-lasting sick leave, major training programmes or any other absence out of the ordinary.
- 5.3 Acceptance of Terms. The Awardee and the Host must ensure that any persons working on the Research, whether employed by the Host or a third party, have been made familiar with and have accepted to comply with relevant parts of these Terms, as well as the Award Specific Terms.
- 5.4 RESERVED



6 EQUIPMENT, MATERIALS, PUBLICATION AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 Equipment and Materials. To the extent any part of the Award funds shall be used for the purpose of acquiring any equipment or materials for use in the Research, the Awardee and the Host shall ensure that such equipment and materials are, in fact, available for use in the Research whenever needed. Strictly subject to the foregoing, any equipment acquired may also be used by the Awardee and/or the Host for other projects and purposes. Any equipment and materials acquired through Award funds shall belong to the Host during and after the Research and the Host therefore undertakes to maintain, store and insure such equipment and materials at its own cost and risk.
- 6.2 Ownership of Results. The LEO Foundation acknowledges that the Host, the Awardee and/or any other relevant employees of the Host shall have the right to apply for patent protection and/or to claim copyrights over the Research results, as applicable and in accordance with the Host's internal rules on ownership and protection of intellectual property rights.
- 6.3 IPR Protection and Publication. The Awardee and the Host shall use their best efforts to pursue publication of Research results in recognized international scientific journals. In case of any such scientific publications, the Awardee and the Host shall ensure proper recognition of the LEO Foundation by mentioning under "acknowledgements" that the relevant Research have been funded through the Award.
- 6.4 Publicity re Awards. The Awardee and the Host are aware that the LEO Foundation will, on a regular basis, make public an overview of any and all Awards awarded over a given period of time, and they both accept and agree to the fact that their names will appear as part of such overview which will also include a description of the Award and its status.

7 COMPLIANCE AND APPLICABLE LAW

- 7.1 Legal Compliance. The Awardee and the Host shall ensure that the Research is managed and carried out in accordance with any applicable national and international legislation and research standards, including without limitation:
- Generally recognized standards for good research practice, including "Good Research Practice" from the Medical Research Council and "Guidelines for Good Pharmacoepidemiology Practices" from International Society for Pharmacoepidemiology.
 - National and international rules on protection of safety and rights of patients and healthy volunteers, including "Good Clinical Practice" (GCP) as laid down in the EU Directive on good clinical practice, the ICH guidelines on good clinical practice, the Helsinki declaration and any additional ethical rules or guidelines.
 - National and international rules on animal welfare
 - National and international rules on protection of personal data
 - National rules and Host guidelines on work environment, cf. also Clause 5.1 above
- 7.2 Required Approvals. The Awardee and the Host shall be responsible for obtaining any and all approvals and consents from public authorities and third parties which are necessary for carrying out the Research.
- 7.3 Governing Law and Jurisdiction. These Terms and the Award Specific Terms shall be interpreted and governed in accordance with Danish law. Any dispute hereunder which cannot be settled amicably shall be referred to the Danish court system, with the Court of Copenhagen acting as the court of first instance for such dispute.