



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 (hereinafter “the Grant(s)”). Consequently, the Grantee (as defined below) and the Host (as defined below) shall be bound by these Terms, unless otherwise specifically deviated from in the Grant 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 GRANT

- 2.1 Grantee. The Grant shall be awarded to the person appointed by the LEO Foundation as the grant recipient (hereinafter “the Grantee”) who shall also act as the primary contact person vis-à-vis the LEO Foundation and be responsible for proper usage of the Grant from a scientific, financial and legal perspective.
- 2.2 Host. The Grant will be paid out to the university, hospital, institute or other legal entity at which the Grantee is employed (hereinafter “the Host”). The Host shall be responsible, jointly with the Grantee, for proper administration of the Grant.
- 2.3 Cessation of Grantee’s Employment with Host. In case the Grantee should cease to be employed with the Host before conclusion of the Project(s), neither the Grantee nor the Host shall be entitled to spend any remaining part of the Grant, unless agreed to by the LEO Foundation.
- 2.4 Use of Grant. The Grant shall be used strictly and solely towards the running and completion of research project(s) within dermatology (hereinafter the “Projects”). The Grant 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 Grant sum.
- 2.5 Participation in “LEO Foundation Alumni Club”. The Grantee shall become member of the “LEO Foundation Alumni Club” and as member hereof contribute at up to two relevant scientific events selected by the LEO Foundation (e.g. lecture at a symposium/conference or mentoring young scientists at a summer school), within three (3) years of signing the Grant Letter. Any reasonable travel- and accommodation expenses pertaining to such event(s) will be covered by the LEO Foundation.
- 2.6 RESERVED
- 2.7 Progress of Projects. The Grantee shall use best efforts to ensure progress of the Projects.
- 2.8 Payment of Grant. The Grant, shall be paid out to the Host. The Grant funds shall be placed in a separate research account to be administered by the Host in accordance with its internal rules. The Grant 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 Grant shall be the responsibility of the Host and/or the Grantee, as applicable, and shall be of no concern to the LEO Foundation.
- 2.9 Unused Grant. Any part of the Grant which has not been duly spent on the Projects within 5 (five) years from the date of the Grant letter shall be returned to the LEO Foundation by the Host.



3 SCIENTIFIC AND FINANCIAL REPORTING

- 3.1 Scientific Reporting on Projects. No later than 3 (three) months after a) the Grant funds are fully used or b) the expiration of the 5-year period set forth in section 2.9 (whichever comes first), the Grantee shall provide the LEO Foundation with a scientific report describing the Projects and outlining the main results obtained, including any publications, and conclusions to be drawn. All relevant output and outcomes funded by the Grant (publications, presentations, patents etc.) shall be reported to the Foundation at the end of each calendar year using the online reporting tool, Researchfish®. The annual Researchfish® submission period is between 1 December and 15 January, unless otherwise announced by the LEO Foundation. The Grantee shall continue to report relevant output and outcomes relating to the Grant after expiration of the 5-year period or when the Grant funds are fully used (whichever comes first). The reporting shall continue for 3 (three) years. Lack of submission will automatically result in rejection of additional grant applications until the reporting status has been rectified to the satisfaction of the Foundation.
- 3.2 Maintenance of Information, etc. The Grantee and the Host shall ensure that any and all data, results and other information generated during the Projects shall be registered and maintained for a period of at least 5 (five) years after finalisation of the Projects. 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 Grant funds are fully used or b) the expiration of the 5-year period set forth in section 2.9 (whichever comes first), the Grantee shall provide the LEO Foundation with a financial report on the use of all Grant funds, including details on the individual costs covered by the Grant funds. The reports shall be signed and approved by the Grantee, 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 Grantee 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 Project status, the use of the Grant funds and the adherence by the Grantee 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 Grantee and the Host, to conduct on-site inspection of the facilities at which the Projects are being carried out and, furthermore, to review any physical and electronic files, records, journals and documentation relating to the Projects' status, the use of the Grant funds and the adherence by the Grantee and the Host to these Terms and the Award Specific Terms. The Grantee 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 Grantee and the Host must ensure that any and all persons working on or otherwise allocated towards the Projects 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 Grant funds may only be used to cover direct salary costs related to persons actively contributing towards the Projects. Thus, the Grant 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.



LEO FOUNDATION

5.3 Acceptance of Terms. The Grantee and the Host must ensure that any persons working on the Projects, whether employed by the Host or a third party, have been made familiar with and have accepted, in writing, 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 Grant funds shall be used for the purpose of acquiring any equipment or materials for use in the Projects, the Grantee and the Host shall ensure that such equipment and materials are, in fact, available for use in the Projects whenever needed. Strictly subject to the foregoing, any equipment acquired may also be used by the Grantee and/or the Host for other projects and purposes. Any equipment and materials acquired through Grant funds shall belong to the Host during and after the Projects 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 Grantee 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 Project 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 Grantee and the Host shall use their best efforts to pursue publication of Project results in recognized international scientific journals. In case of any such scientific publications, the Grantee and the Host shall ensure proper recognition of the LEO Foundation by mentioning under "acknowledgements" that the relevant Project(s) have been funded through the Grant.

6.4 Publicity re Grants. The Grantee and the Host are aware that the LEO Foundation will, on a regular basis, make public an overview of any and all Grants 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 Grant and its status.

7 COMPLIANCE AND APPLICABLE LAW

7.1 Legal Compliance. The Grantee and the Host shall ensure that the Projects are 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 Grantee 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 Projects.

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.