Terms and Conditions Second BeNeFIT call

These Terms and Conditions shall be imposed on and applicable to the Sponsor and Coordinating Centre in respect of their performance of the Clinical Study. Sponsor shall be responsible for Coordinating Centre's compliance with the Terms and Conditions.

ONLY FOR ZONMW: The Terms and Conditions shall replace the General Terms and Conditions Governing Grants of ZonMw applicable as of July 1st 2013 and set the terms and conditions applying to the Dutch ZonMw subsidy recipient ("Subsidy Recipient") under the Second BeNeFIT call. For avoidance of doubt, the Terms and Conditions shall not apply to Clinical Studies under the First BeNeFIT call. The provisions of the Dutch "Algemene wet bestuursrecht" (Wet van 4 juni 1992, houdende algemene regels van bestuursrecht) apply in relation to the Subsidy Recipient under the Second BeNeFIT call.

Table of Contents

TERMS AND CONDITIONS SECOND BENEFIT CALL

1. DEFINITIONS AND INTERPRETATION

As used in the Terms and Conditions the following definitions shall have the meaning shown below:

1.1 "**Access Rights**" means the right to use Foreground and/or, where applicable, Background under the terms and conditions laid down in the Terms and Conditions.

1.2 "**Authorisation**" means the approvals, favourable opinions or other authorisations of any Regulatory Authority, Ethics Committee and/or other authority, that are required to be obtained under applicable laws and regulations, in order to commence and/or conduct the Clinical Study.

1.3 "**Award**" means the award letter of the Funding Agencies addressed to the Sponsor or the Coordinating Centre (as the case may be), containing *inter alia* the decision of the Funding Agencies to select the Sponsor or the Coordinating Centre for the performance of the Clinical Study and the terms and conditions governing such decision.

1.4 "**Background**" means any data, materials, information owned or controlled by the Sponsor or the Coordinating Centre, that are identified as being required for the undertaking of the Clinical Study at the Commencement Date. Background of Sponsor and Coordinating Centre, including Background IP, will be listed in the "Background List".

1.5 "**Background List**" shall mean the list of Background attached in Schedule 1.

1.6 "**Business Day**" means a day other than Saturday, Sunday and bank holidays in Belgium and The Netherlands.

1.7 "**Clinical Study**" means the Second BeNeFIT non-commercial Clinical Trial (as defined in the call documents), to be conducted and coordinated by Sponsor and Coordinating Centre under the Terms and Conditions and further described in the Protocol. For the purpose of the Terms and Conditions, "Clinical Study" shall be understood as to include the activities described in the Protocol as well as any additional work to be performed by Sponsor and/or Coordinating Centre in connection with the Clinical Study as agreed by the Sponsor and the Coordinating Centre and their respective Funding Agencies.

1.8 "**Collaborator**" means a third party working with the Sponsor or the Coordinating

Centre on the Clinical Study, being formalized in a separate agreement (including collaborating centres in a multicentre trial, but also third party service providers that support the performance of the Clinical Study with scientific input or certain management or logistic services).

1.9 "**Collective Data Protection Laws**" means European Union (EU) Data Protection Laws and/or non-EU Data Protection Laws to the extent applicable to the performance of the Clinical Study under the Award and the Terms and Conditions. It being understood that in the event both EU Data Protection Laws and Non-EU Data Protection Laws apply to the Processing of Personal Data under or within the framework of the Clinical Study, for the purposes of the Terms and Conditions and notwithstanding anything to the contrary, the EU Data Protection Laws will prevail.

1.10 "**Commencement Date**" means the commencement date of the Clinical Study as set out in the Timetable or, if later, the date upon which all necessary Authorisations have been obtained.

1.11 "**Completion Date**" means the date on which the Clinical Study and such other activities in relation thereto (such as the completion of the main study report and main manuscript), are completed, as confirmed by the Primary Funding Agency in writing.

1.12 "**Confidential Information**" means information of any form, however conveyed and irrespective of the media on which it is stored, that is:

a) information which has been marked as confidential at the time of disclosure; or

b) information that reasonably ought to be considered as confidential information of the Sponsor, the Coordinating Centre or the respective Funding Agencies, including information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, trade secrets, Intellectual Property, know-how, personnel, customers and suppliers and commercial sensitive information of the Sponsor, the Coordinating Centre or the respective Funding Agencies.

1.13 "**Consort Statement**" means the Consolidated Standards of Reporting Trials 2010 guideline, intended to improve the reporting of parallel-group randomized controlled trial, enabling readers to understand a trial's design, conduct, analysis and interpretation, and to assess the validity of its results; the Consort Statement can be found at http://www.consort-statement.org/consort-2010.

1.14 "**Consortium Agreement**" means the written agreement between Sponsor and Coordinating Centre covering their respective rights and obligations towards each other and the Funding Agencies in relation to the performance of the Clinical Study, which incorporates the Terms and Conditions.

1.15 "**Contribution**" means the total consideration payable by the Funding Agencies to the Sponsor and the Coordinating Centre, in accordance with the Payment Schedule, for the performance of the Clinical Study in accordance with the terms set forth herein.

1.16 "**Coordinating Centre**" **("CC")** means the coordinating centre in the country where the Sponsor is not incorporated that is responsible for the coordination of the performance of the Clinical Study in said country.

1.17 **"Coordinating Centre's Representative"** means the person who is authorised to represent the **Coordinating Centre** in respect of the Terms and Conditions.

1.18 **"European Union (EU) Data Protection Laws"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (**General Data Protection Regulation** or **GDPR**); and all other applicable existing or new European Union (EU) or EU Member State laws relating to or impacting on the processing of information of a living person and privacy. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Joint Controller**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**", and "**Supervisory Authority**" shall have the meaning given to those terms in the European Data Protection Laws.

1.19 "**Foreground**" means any Study Data, and any tangible biological, chemical and physical material and inventions, that are generated, acquired, discovered, conceived, developed, created, exemplified or derived as a result of carrying out the Clinical Study, whatever its form or nature, whether it can be protected or not, as well as any Foreground IP.

1.20 "**Good Research Practice**" means standards, practices, methods and procedures conforming to the applicable laws and regulations and the degree of skill and care, diligence, prudence and foresight, which would reasonably and ordinarily be

expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

1.21 "**ICH E3 Guidelines**" means the ICH Harmonized Tripartite Guideline regarding the Structure and Content of Clinical Study Reports, a copy of which can be found at http://www.ich.org/products/guidelines/efficacy/efficacy-single/article/structure-and-content-of-clinical-study-reports.html or such updated versions thereof.

1.22 "**Informed Consent Form**" means the document authorized by the appropriate ethics committee for obtaining the consent of a Study Subject for his/her participation in the Clinical Study, the processing of his/her Personal Data and/or Samples.

1.23 "**Intellectual Property**" **("IP")** means all patents, copyright and related rights, trademarks and trade names, rights to goodwill or to sue for passing off, moral rights, rights in designs, database rights, divisionals and any other intellectual property rights that may apply to the protection of Background or Foreground, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or 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.

1.24 "**Funding Agency**" means the Primary Funding Agency or the Secondary Funding Agency as the case may be.

1.25 **"Funding Agency's Representative**" means a person authorised to represent the Primary Funding Agency or the Secondary Funding Agency (as the case may be) in respect of the Terms and Conditions as communicated to the Sponsor and the Coordinating Centre.

1.26 "**Law**" means any and all laws, regulations and conventions applying to the conduct of clinical studies, such as the Clinical Study, the processing of Personal Data and/or the processing of Samples in the countries where the Clinical Study is conducted.

1.27 "**Long Stop Date**" means 6 (six) months after the Award in the framework of the BeNeFIT Call. A Clinical Study should be started before or on this date, which implies that the Clinical Study is approved by an Ethics committee and if applicable, all relevant Regulatory Authorities required to start the inclusion of Study Subjects into the Clinical Study;

1.28 "**Material**" means any report, executive summary, paper, abstract or other document provided by the Sponsor or the Coordinating Centre under Section 4.2.2 (reporting obligations).

1.29 **Non-EU Data Protection Laws** means all applicable existing or new laws outside of

the European Union or EU Member States relating to or impacting on the processing of information of a living person and privacy.

1.30 "**Party**" and collectively the "**Parties**" means the Sponsor and/or the Coordinating Centre and/or the Funding Agencies, as the context may require.

1.31 "**Payment Schedule**" means the schedule for the payment of the Contribution attached in Schedule 2.

1.32 "**Primary Funding Agency**" means the Funding Agency located in the country of residence of the Sponsor.

1.33 "**Pseudonymized Personal Data**" means Personal Data Processed in such a manner that the Personal Data can no longer be attributed to a specific Data Subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the Personal Data are not attributed to an identified or identifiable natural person.

1.34 "**Protocol**" means the scientific document for the conduct of the Clinical Study to be drafted by or on behalf of the Sponsor, including any subsequent amendment thereto.

1.35 "**Quality Management System**" means the systems and processes established by Sponsor to ensure that the Clinical Study is conducted and the Foreground is generated in accordance with ICH/GCP, the Protocol and applicable Law and regulations.

1.36 "**Regulatory Authority**" means a public authority or government agency responsible for exercising autonomous authority over clinical studies in a regulatory or supervisory capacity, under the Law of the territories where (any part of) the Clinical Study is conducted.

1.37 "**Reporting Schedule**" means the reporting schedule as indicated in Section 4 attached in Schedule 6.

1.38 "**Samples**" mean biological bodily human samples obtained from the Study Subject, including human tissues and cells, gametes, embryos, foetuses, as well as any substances extracted therefrom, irrespective of the degree of processing.

1.39 "**Secondary Funding Agency**" the Funding Agency located in the country of residence of the Coordinating Centre.

1.40 **"Standard Contractual Clauses"** means the standard contractual clauses for the transfer of personal data (i) from data controllers in the EU to data controllers established outside the EU or European Economic Area; or (ii) from controllers in the EU to processors established outside the EU or EEA; adopted by decision of the

Commission under the *Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data* (or by a new Commission Decision under the GDPR having the same or a substantially similar scope), as these may be amended or updated from time-to-time.

1.41 "**Trial Steering Committee**" shall have the meaning as set out in 4.3.1 (b).

1.42 "**Sponsor**" means the legal entity that is the main applicant and contact to the Primary Funding Agency and who is identified in the Belgian law related to experiments on human people (May 7th 2004) or the Belgian law on clinical trials on medicinal products for human use (May 7th 2017), or the Dutch Medical Research Act involving human subjects (as the case may be) as the party legally responsible for the performance of the Clinical Study.

1.43 "**Sponsor's Representative**" means the person who is authorised to represent the **Sponsor** in respect of the Terms and Conditions.

1.44 "**Study Data**" means (i) the Study Protocol and any amendments thereto, (ii) the cleaned and locked electronic database used for the main analysis including any and all pseudonymized clinical and non-clinical data collected or generated in the performance of the Study, (iii) the case report forms (CRFs) including comments if applicable and an explanation of all variables and coding conventions used in de database, (iv) the log of changes made to the database starting from the CRF completion to database lock, (v) any and all Study reports identified in the Reporting Schedule and (vi) any and all data generated at a later stage based on analyses of samples collected in the performance of the Clinical Study, but not included in the main analysis and final report. For the avoidance of doubt, (i) Study Data shall not include any Medical Records used to help complete the CRFs and (ii) a long-term extension study shall be considered a separate study with separate Study Data.

1.45 "**Study End Date**" means, unless agreed otherwise between the Sponsor and Primary Funding Agency and detailed in the Protocol, the date on which the last visit by the last Study Subject according to the Protocol (including follow-up visits) has been completed under the Clinical Study.

1.46 "**Study Site(s)**" means any location where the Clinical Study shall be conducted.

1.47 "**Study Subject**" means an individual who is participating in the Clinical Study.

1.48 "**Study Team**" means those individuals appointed by the Sponsor and the Coordinating Centre, and, where applicable, a Collaborator of the Sponsor or the Coordinating Centre to jointly conduct the Clinical Study.

1.49 "**Terms and Conditions**" means this document, together with its Schedules attached hereto, if any.

1.50 "**Timetable**" means the timelines of the Clinical Study contained in the Protocol.

1.51 "**Use**" shall have the meaning as set out in Section 7.2.1.

1.52 The interpretation and construction of the Terms and Conditions shall be subject to the following provisions:

(i) a reference to any law, regulation or other similar instrument shall be construed as a reference to the law, regulation or instrument as subsequently amended or re-enacted unless otherwise following from or stipulated by the provisions of such law, regulation or similar instrument;

(ii) references to Sections and Schedules are to sections of and Schedules to the Terms and Conditions;

(iii) where the context allows, references to male gender include the female gender and the neuter, and the singular includes the plural and vice versa;

(iv) references to a Party shall include that Party's personal representatives, successors or permitted assignees; and

(v) general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

2. PERFORMANCE OF THE CLINICAL STUDY

2.1 General

2.1.1 *General requirements.* The Sponsor and the Coordinating Centre shall, and shall ensure that their respective Collaborators working on the Clinical Study shall, perform the Clinical Study at the Study Site(s) in accordance with (i) Good Research Practice, (ii) the Protocol, (iii) ICH/GCP, (iv) all applicable Law, and (vi) the terms and conditions of the Award and the Terms and Conditions. The Sponsor and the Coordinating Centre shall install and maintain during the entire term of the Clinical Study an adequate Quality Management System.

2.1.2 *Responsibility as Clinical Study sponsor.* Sponsor shall act as sponsor of the Clinical

Study, as defined in any applicable Law, and shall assume all responsibilities and liabilities in connection therewith and procure and maintain, or ensure procurement and maintenance of, the mandatory liability insurance coverage in accordance with any applicable Law. Sponsor shall ensure that it shall be mentioned in the Protocol, the Informed Consent Forms and in other relevant communication with the Study Subjects or the Regulatory Authorities as sponsor of the Clinical Study. Sponsor acknowledges and agrees for the avoidance of doubt that the Primary Funding Agency shall under no circumstances be considered as sponsor of the Clinical Study or assume any responsibilities or liabilities in connection therewith, and Sponsor shall make no representations whatsoever in this respect.

2.1.3 *Compliance with obligations towards Funding Agencies.* The Parties shall use reasonable efforts to ensure that Sponsor, and the Coordinating Centre (as the case may) be, shall at all times be able to comply with their commitments towards the Funding Agencies, and the Parties shall refrain from taking any action that would in any way prevent or put at risk Sponsor's, and the Coordinating Centre's (as the case may be), compliance with their commitments towards the Funding Agencies.

2.1.4 *Conflict of interest.* (a) Sponsor and Coordinating Centre must take all measures to prevent any situation where the impartial and objective performance of the Clinical Study is compromised for reasons involving any conflicting interests. Sponsor or Coordinating Centre shall notify their respective Funding Agency promptly in writing of any situation constituting or likely to lead to a conflict of interests and immediately take all steps to rectify this situation.

(b) Without prejudice to the generality of the foregoing, Sponsor and Coordinating Centre shall, and shall ensure that any member of the Study Team and (where applicable) their respective Collaborator(s) shall, during the term of the Terms and Conditions and the Consortium Agreement, not perform any activity for any person or organisation that substantially hinders or delays the conduct of the Clinical Study. Substantial hindrance or delay will occur where Sponsor and/ or Coordinating Centre or any of the Study Team members or (where applicable) Collaborators, perform services for other persons and/or organizations which, among other things, compete for resources needed for the performance of the Clinical Study and/or cause Sponsor and/ or Coordinating Centre to fail to meet the Timetable, Study Subject enrolment requirements or data flows as agreed under the Terms and Conditions.

2.2 Administration and Direction of the Clinical Study

2.2.1 *Scope and objectives.* The scope and objectives of the Clinical Study are set out in the Protocol and any document describing the Study that underlies the Award. The management and coordination of the Clinical Study shall be under the responsibility of Sponsor (with possible delegation of certain Sponsor's tasks to Coordinating Centre).

2.2.2 *Timetable.* In conducting the Clinical Study, Sponsor and Coordinating Centre shall use reasonable efforts to comply with the Timetable. The Timetable may be modified upon Sponsor's written request and Primary Funding Agency's prior written consent as a result of (i) force majeure, (ii) unforeseen requirements of the Funding Agencies, or (iii) delays in obtaining or rejection or revocation of or changes in the Authorisations, for reasons for which Sponsor or Coordinating Centre are not responsible; or (iv) for any other good reason agreed by the Primary Funding Agency in writing. If at any time, Sponsor has reasons to believe that it will not be able to comply with the Timetable, Sponsor shall inform the Primary Funding Agency as soon as possible.

2.2.3 *Authorisations.* Sponsor (with the assistance of Coordinating Centre) shall be responsible for obtaining any and all Authorisations in the countries where the Study will be performed before the commencement of the relevant activity which is subject to the Authorisation and for maintaining such Authorisations. Sponsor (with the assistance of Coordinating Centre) shall keep evidence of any such Authorisations before the commencement of the relevant activity which is subject to said Authorisation and make such evidence available to the respective Funding Agency upon this Funding Agency's request.

2.2.4 *Protocol.* Before commencement of the Clinical Study, Sponsor and the Coordinating Centre shall submit the Protocol to the Funding Agencies for review. Any amendment of the Protocol shall also be subject to the prior review of the Funding Agencies. Where required under applicable Law, Sponsor and/ or Coordinating Centre shall obtain the Authorisations or inform the competent Regulatory Authorities in relation to such amendment. For the avoidance of doubt, no such proposed amendment to the Protocol shall be effective unless all Authorisations shall have been obtained. The Sponsor and Coordinating Centre shall comply with any amendment to the Protocol requested by a Regulatory Authority and the amended Protocol will then be provided by the Sponsor to the Primary Funding Agency for approval (which approval the Primary Funding Agency shall not unreasonably withhold or delay).

2.2.5 *Study Subjects.*

(a) Sponsor and Coordinating Centre shall ensure that the recruitment of the Study Subjects shall take place in accordance with the approved Protocol and the agreed Timetable.

(b) Sponsor and Coordinating Centre shall and shall ensure that all Study Subjects are properly informed of the nature, implications and risks of the Clinical Study in accordance with all applicable Law and regulations, including ICH/GCP. Sponsor and Coordinating Centre shall ensure that each Study Subject has understood and signed (or that, in case of minors or protected adult, their parent(s) or guardian have signed) the required Informed Consent Forms provided by Sponsor before their participation

in the Clinical Study. Sponsor and Coordinating Centre shall ensure that the Informed Consent Form states that the main purpose of the Clinical Study is to improve clinical practice and the national health care system and sets forth the intended use of its Personal Data contained in the Study Data, including use for research purposes and use in the field of health care by the Funding Agencies and/or any other governmental department, institution, body, office, public service and/or agency. Sponsor and Coordinating Centre shall also inform the Study Subjects in the Informed Consent Form that their Pseudonymized Personal Data may be transferred by the Sponsor and Coordinating Centre to any public health care decision making body or governmental department, institution, body or office (for example, a foreign counterpart of any of the Funding Agencies) (each a "**Public Agency**") within the European Economic Area for further data analyses and/or use for non-commercial research purposes and/or non-commercial use in the field of health care. In such case the Public Agency will act as Controller with respect to the Processing of Pseudonymized Personal Data and the necessary contractual arrangements will need to be in place prior to such Processing. Sponsor and Coordinating Centre shall submit the final draft Informed Consent Form to their respective Funding Agency for approval (which approval the Funding Agency shall not unreasonably withhold or delay). If a Funding Agency anticipates to make Pseudonymized Personal Data available to a Public Agency outside the European Economic Area, the Funding Agency shall only do so if the relevant country offers at least the same level of protection in relation to such Personal Data that is usually offered by countries within the European Economic Area, or by executing the Standard Contractual Clauses, and in the event the Informed Consent Form does not adequately provide for such transfer, the Funding Agency and Sponsor or Coordinating Centre (as the case may be) shall collaborate to adequately draft a subsequent, or, where applicable, amend the Informed Consent Form in this respect. For the avoidance of doubt, the Funding Agencies' right to share Pseudonymized Personal Data with any public health insurance agencies or governmental department, institution, body or office shall be restricted to the non-commercial uses outlined above in this Section 2.2.5.

(c) Sponsor and Coordinating Centre shall ensure to have the Clinical Study at their respective Study Sites supervised and to have the Study Subjects monitored in such a way in order to ensure at all times the integrity, health and welfare of the Study Subjects.

(d) Sponsor and Coordinating Centre shall to the extent required by the Law of the country where the Clinical Study is performed, ensure that all Informed Consent Forms will contain wording that clearly specifies that (i) the Clinical Study may be discontinued with immediate effect, and that (ii) any such discontinuation shall not entitle the Study Subject to any compensation. Before deciding on discontinuation, the relevant Funding Agency and the Sponsor or Coordinating Centre (as the case

may be) will always take into account medical and ethical considerations and the safety of the Study Subjects.

(e) If it is anticipated in accordance with the Protocol to acquire specific Personal Data of any Study Subject, which acquisition requires the use of the national registry number (*BE-rijksregisternummer/numéro national* or *NL-burgerservicenummer*):

i. For Study Subjects participating in the Clinical Study in Belgium: In case the Sponsor or Coordinating Centre intends to use the Study Subjects' national registry number (*rijksregisternummer/numéro national*) to link with certain data (such as RIZIV-INAMI billing data), Sponsor or Coordinating Centre (as the case may be) shall first discuss with the Belgian Funding Agency and the Belgian Funding Agency shall provide reasonable assistance to Sponsor or Coordinating Centre to obtain approval by the federal chamber of the Information Security Committee. In case KCE intends to use the Study Subjects' national registry number (*rijksregisternummer/numéro national*) to link with certain data (such as RIZIV-INAMI billing data), KCE shall obtain approval by the federal chamber of the Information Security Committee. The engagement of a trusted third party may be required. As long as the approval of the federal chamber of the Information Security Committee has not been obtained, the national registry number should be kept at the investigator site.

ii. For Study Subjects Participating in the Clinical Study in The Netherlands: Sponsor or Coordinating Centre (as the case may be) acknowledge that such use is prohibited, except for restricted use of pseudonymous national services numbers. Sponsor and Coordinating Centre each warrant that they shall only use such pseudonymous national service number if and to the extent permitted under Dutch law.

iii. Without prejudice to i) and ii) above, Sponsor and Coordinating Centre shall and shall ensure that the Study Subjects have given their unambiguous consent with any use of the (pseudonymous) national registry number in the Informed Consent Form and that such use shall be implemented in strict compliance with applicable Law and legislation.

2.2.6 *Clinical supplies.* Any clinical supplies, including medication or devices, Clinical Study products, comparator products (where applicable), and all technical information required to safely administer such products to the Study Subjects shall be supplied or procured by Sponsor or Coordinating Centre at their respective costs, unless the costs of such clinical supplies are eventually assumed by Belgium national health insurance or the Dutch Study Subjects' health insurer.

2.2.7 *Information and reporting.* Sponsor and Coordinating Centre shall ensure that any member of the Study Team and (where applicable) any Collaborator and any other person involved in the Clinical Study, shall comply with the information and reporting requirements set out in Section 4.

2.2.8 *Transparency - Registration of the Clinical Study.* (a) Sponsor and Coordinating Centre shall ensure compliance with all transparency obligations in accordance with all applicable Law and regulations (including the registration of the Clinical Study, Protocol related data and information in public registers and/or databases).

(b) Without prejudice to the generality of Section 2.2.8 (a), Sponsor shall register the Clinical Study in a WHO certified publicly accessible registry (such as clinicaltrials.gov) before the Commencement Date.

2.3 Study Team and Collaborators

2.3.1 *General.* (a) The Sponsor and Coordinating Centre shall appoint, and shall ensure (where applicable) that any of its Collaborators undertakes to appoint, the necessary personnel, facilities, equipment and supplies to perform the Clinical Study under the Terms and Conditions. In fulfilling its obligations hereunder, Sponsor and Coordinating Centre shall appoint, and shall ensure (where applicable) that any of its Collaborators undertakes to appoint, only persons with the appropriate training, skills and qualifications to perform the Clinical Study.

(b) Sponsor and Coordinating Centre shall be responsible to ensure that any member of its Study Team and (where applicable) any Collaborator shall comply with the terms of the Terms and Conditions and shall promptly advise, if relevant, its Study Team members and Collaborators of any changes in the scope of the Terms and Conditions or the Clinical Study.

2.3.2 *Study Team.* (a) Before the Commencement Date, Sponsor shall store in the trial master file a short curriculum vitae and relevant references of the key members of the Study Team and provide the Primary Funding Agency with a copy on request. Sponsor and Coordinating Centre shall, and procure (where applicable) that any Collaborator shall, not remove or replace any of its key members of the Study Team (the initial list of key members shall be listed in a schedule to the Protocol and constitute an integral part of the Award) without the prior written approval of the Primary Funding Agency (which approval the Primary Funding Agency shall not unreasonably withhold or delay), unless the person has left the employ of Sponsor or Coordinating Centre or (where applicable) any of the Collaborators. If, in the Primary Funding Agency's reasonable opinion, a key member of the Study Team is not able to perform its duties in accordance with the Terms and Conditions, the Primary Funding Agency shall have the right to request the Sponsor or the Coordinating Centre to

replace such person and the Primary Funding Agency and Sponsor or the Coordinating Centre shall meet and discuss to find a reasonable solution. In any case, both Sponsor and Coordinating Centre shall use reasonable efforts to have appropriate replacement available as promptly as reasonably possible for each key member of the Study Team in the event such key member leaves their employment or the employment of a Collaborator; this replacement shall be organized in such a way that a key member leaving their employment or the employment of a Collaborator, has no or only a minimum negative impact on the performance of the Clinical Study or on the safety of the patients.

(b) Both Sponsor and Coordinating Centre shall ensure that the agreements with any member of the Study Team contain provisions in respect of Intellectual Property compatible with the terms of the Terms and Conditions and in particular allow those persons to publish the Foreground in appropriate research journals.

2.3.3 *Collaborators and Consortium Agreement.* (a) Sponsor and Coordinating Centre shall conclude between them a Consortium Agreement that incorporates the Terms and Conditions. Approval of the Consortium Agreement by the Primary Funder and receipt of a signed version is a condition precedent for the Award. Sponsor shall submit to the Primary Funding Agency the final (draft) Consortium Agreement at least 30 days prior to its execution.

(b) Sponsor and Coordinating Centre may each involve Study Sites located in their country of residence for the performance of the Clinical Study at such Study Sites.

(c) Sponsor and Coordinating Centre may not involve any new Collaborators in the Clinical Study without the prior written approval of the Funding Agencies (which approval the Primary Funding Agency shall not unreasonably withhold or delay).

2.3.4 *Subcontracts*. In case Sponsor or Coordinating Centre subcontract certain work related to the Clinical Study to a Collaborator, Sponsor and Coordinating Center shall ensure that such subcontracting shall occur in accordance with the Terms and Conditions.

2.3.5 *Record keeping*. (a) Without prejudice to the generality of Section 4, Sponsor and Coordinating Centre shall keep and shall cause any member of the Study Team and (where applicable) any Collaborator to keep full, detailed and accurate (electronic) records of all activities performed and Foreground obtained in connection with the Clinical Study as well as, where relevant, keep laboratory notebooks recording all research, development and other work carried out in respect of the Clinical Study.

3. FINANCIAL TERMS

3.1 Contribution and Payment

3.1.1 *Contribution.* In consideration of the performance of the Clinical Study in compliance with the Terms and Conditions and the granting of rights as set out in the Terms and Conditions, the Funding Agencies shall pay the Contribution (including VAT, if applicable) in accordance with the Payment Schedule and the milestones set out therein. Unless otherwise specifically agreed between the Sponsor or Coordinating Centre and their respective Funding Agency, the Contribution shall constitute the full and complete compensation for the performance of the Clinical Study and the granting of the rights hereunder and no other or additional amounts shall be due by the Funding Agencies under or in connection with the Terms and Conditions (including no pass-through costs)

3.1.2 *Payment.* The Primary Funding Agency shall pay to the Sponsor its share of the Contribution.

3.1.3 The Secondary Funding Agency shall pay to Coordinating Centre its share of the Contribution.

3.1.4 *Payment terms and conditions:* Sponsor and Coordinating Centre shall issue invoices to their respective Funding Agency within six (6) months of achievement of the relevant milestone event or milestone date as set out in the Payment Schedule. Prior to issuing any invoice, Sponsor and Coordinating Centre shall submit a draft invoice to the their respective Funding Agency for prior approval (which approval the respective Funding Agency shall not unreasonably withhold or delay).

3.1.5 *Invoicing details.*

For KCE:

KCE Trials - Financial Service; Kruidtuinlaan 55, Doorbuilding (10th floor); 1000 Brussel; KCE.Finances@kce.fgov.be.

KCE shall pay the invoice in EURO within thirty (30) days from the date of receipt of the invoice.

For ZonMw:

Benefit@zonmw.nl

ZonMw, P.O. Box 93245; 2509 AE The Hague, The Netherlands

ZonMw shall pay the invoice in EURO within thirty (30) days from the date of receipt of the invoice.

3.2 Other terms and conditions

3.2.1 *Suspension.* The Funding Agencies may suspend their payment obligations in the event Sponsor or Coordinating Centre (as the case may be), or any Study Site

involved in the Clinical Study, does not comply with its material obligations under the Terms and Conditions after a remediation period of thirty (30) days following the date of receipt of a written notice by the relevant Funding Agency specifying the non-compliance and requiring its remedy.

3.2.2 *Payments to third parties.* Without prejudice to Section 3.1, the Sponsor and Coordinating Centre are responsible to pay from the Contribution received from their respective Funding Agency, costs incurred by third parties involved in (the performance of) the Clinical Study in the Sponsor's or Coordinating Centre's country of residence (as the case may be), including Collaborators, Regulatory Authorities, Study Subjects, the relevant data protection supervisory authority. The Sponsor and Coordinating Centre shall be responsible that such payments are made promptly and in accordance with applicable Law and regulations.

3.2.3 *Final payment.* The final payment due by the Funding Agencies upon the Completion Date as set out in the Payment Schedule, shall be subject to the following conditions:the reports (including the trial report) and the main manuscript required under Section 4 and the Reporting Schedule have been submitted by the Sponsor to the Primary Funding Agency, and have been accepted by the Primary Funding Agency according to the procedure set forth in Section 4.2.2(c)

4. ACCESS TO STUDY DATA, REPORTING, MONITORING

4.1 Access to Study Data

4.1.1 As from the Study End Date, and subject to Section 4.1.2, Sponsor and Coordinating Centre shall provide the Funding Agencies upon their written request with specific Study Data in the format to be agreed between the Sponsor or Coordinating Centre and its Funding Agency.

4.1.2 Sponsor and Coordinating Centre shall ensure that the Study Data that are disclosed, subject to applicable Law, to the Funding Agencies or to which any of the Funding Agencies have granted access to in accordance with the Terms and Conditions, will be pseudonymized Study Data. In no event shall any of the reports, documents, information disclosed to the Funding Agencies under and in accordance with the Terms and Conditions include data that as such reveal the identity of a Study Subject through direct identifiers or otherwise. The Sponsor and Coordinating Centre shall, and where applicable, shall ensure that the Study Team and/or Collaborators shall, keep the key to personal identities of all persons to whom the data relates in a separate and secure place in compliance with applicable data privacy Law and legislation and such key shall not be disclosed to the Funding Agencies or unauthorized persons.

4.1.3 Except if the procedure for publication as set forth in Section 8.4 has been followed,

and subject to applicable Law, Sponsor and Coordinating Centre shall not provide (a copy of) the Study Data to a third party without the prior written approval of their respective Funding Agency, which approval the Funding Agency shall not unreasonably withhold or delay and which the Funding Agency may subject to specific conditions in order to ensure that the provision of said Study Data does not have a negative impact on the further performance of the Clinical Study in accordance with the Terms and Conditions, the rights granted to the Funding Agencies under the Terms and Conditions and/or the benefit of the Clinical Study for patients and/or the public health decision making bodies.

4.2 Obligation to inform and report – acceptance of the final Clinical Study report

4.2.1 *Information*. Subject to Section 4.1, Sponsor shall during the term of the Clinical Study provide all information on any aspect of the Clinical Study as reasonably requested by the Primary Funding Agency, allowing the Primary Funding Agency to be informed on the progress of the Clinical Study and any important event in relation therewith. In addition, Sponsor shall inform the Primary Funding Agency promptly of (i) any event which is likely to affect significantly or delay the performance of the Clinical Study or the Primary Funding Agency's interests, (ii) changes in its legal, financial, technical, organisational situation, circumstances affecting compliance with the requirements under the Terms and Conditions, (iii) significant developments, including developments in relation to the safety of Study Subjects or to the scientific direction of the Clinical Study taking into account the research objectives of the Clinical Study. For the avoidance of doubt, safety data reporting obligations in accordance with the applicable Law and regulations shall vest in the Sponsor.

4.2.2 *Reporting*. (a) Without prejudice to this Section 4.2, the Sponsor shall comply with the Reporting Schedule and shall use the format as determined by the Primary Funding Agency or published on its dedicated website (as the Funding Agency may amend from time to time). Sponsor shall provide the Primary Funding Agency with high-level progress reports every two (2) to four (4) weeks and at least once a month. Trial Steering Committee will report at least every four (4) to six (6) months.

(b) Each progress report shall detail all relevant information relating to the Clinical Study (including the recruitment of Study Subjects) up to the relevant date.

(c) The final report(s) identified in the Reporting Schedule shall include the (anonymized and aggregated) Foreground, methods and final conclusions together with management information and any other information relating to the Clinical Study up to the Study End Date, and shall be in compliance with the ICH E3 Guidelines or similar format acceptable to the Primary Funding Agency and with the CONSORT Statement (unless the Primary Funding Agency has confirmed that said report(s) may

be set up pursuant to adapted or simplified standards). Sponsor shall use the template final report provided by the Primary Funding Agency or placed on any of the Funding Agencies' websites. The Sponsor shall also provide, in a form to be agreed with the Primary Funding Agency, a draft summary final report of the findings of the Clinical Study. If within one (1) year of the Study End Date the Sponsor has not produced a final report which satisfies the Primary Funding Agency, the Primary Funding Agency may prepare and publish, or arrange for the preparation and publication of such a report.

Subject to the Primary Funding Agency not changing the scientific conclusion of the findings and not interfering with the scientific integrity of the findings the Primary Funding Agency has the possibility to object in writing against or provide written comments on the draft final Clinical Study report and/or the draft summary final report of the findings of the Clinical Study during a period of two (2) months from the date of receipt. Following objections or comments received from the Primary Funding Agency within that two (2) month period, the Primary Funding Agency and Sponsor shall discuss in good faith on any adjustments to be made to the draft report(s); in any case, Sponsor shall, and shall ensure that any of its Collaborators shall, make those adjustments to the final report which are required to ensure compliance with the Protocol. The Primary Funding Agency is also allowed to give suggestions for adjustment of the final report from a scientific point of view, and Sponsor, resp. Collaborator will use its best efforts to take into account such reasonable suggestions as long as such suggested adjustments do not change the scientific conclusion of the findings and do not interfere with the scientific integrity of the findings. Sponsor shall, and shall ensure that its Collaborators shall, implement the agreed upon adjustments to said reports as soon as possible after the Primary Funding Agency and Sponsor having agreed on the adjustments. For the avoidance of doubt, if Sponsor has not received any written objections or comments within the above-mentioned two (2) month period, the draft final Clinical Study report and the draft summary final report of the findings of the Clinical Study, as previously submitted to the Primary Funding Agency, will be deemed to be accepted by the Primary Funding Agency.

(d) The Funding Agencies reserve the right to reproduce the findings of the final report or to publish a summary of the findings with a reference to the final report. In any case, the Funding Agencies shall not change the scientific conclusions of the findings; notwithstanding the foregoing, a Funding Agency, or any party appointed by it, shall be entitled to perform additional analysis as it deems appropriate; as the case may be, if the Funding Agency's analyses may result in different conclusions or findings than the conclusions or findings set forth in the final report submitted by (or on behalf of) the Sponsor to the Primary Funding Agency, the Funding Agency shall present the different conclusions or findings as its own conclusions or findings.

4.3 Follow-up and governance

4.3.1 *Governance.* (a) The Sponsor's Representative and the Primary Funding Agency's Representative shall review and discuss the conduct and progress of the Clinical Study once a month by phone and email. A face to face meeting at the Primary Funding Agency will be planned within one month if requested by either Party.

(b) Sponsor shall install and organise a steering committee ("**Trial Steering Committee**") that shall oversee the performance of the Clinical Study and discuss important topics in relation thereto. The Trial Steering Committee shall meet once every four months during the first year and every six months thereafter ("ordinary meetings") or at such other time as reasonably requested in advance by the Primary Funding Agency or deemed necessary by Sponsor ("extraordinary meetings"). The Sponsor shall propose to the Primary Funding Agency the composition of the Trial Steering Committee for the Primary Funding Agency's prior approval. The Primary Funding Agency shall have the right (but not the obligation) to be present at each Steering Committee meeting. Sponsor shall provide the Primary Funding Agency with a proposed agenda for such meetings at the latest ten (10) Business Days in advance of the meeting; the Primary Funding Agency shall have the right to add additional items to the agenda. Sponsor shall provide draft meeting minutes at the latest ten (10) Business Days after the meeting to the Primary Funding Agency for review (irrespective whether the Primary Funding Agency participated or not to said meeting). The meeting minutes shall be deemed to be accepted by the Primary Funding Agency if no comments are raised by the Primary Funding Agency in writing within fifteen (15) Business Days after receipt of the minutes.

4.3.2 *Audits.* (a) The Sponsor and the Coordinating Centre shall provide, and shall ensure that any member of the Study Team and (where applicable) any Collaborator undertakes to provide, all reasonable cooperation and assistance during the term of the Terms and Conditions and for a period of six (6) years after termination or expiry of the Terms and Conditions for the purposes of allowing the Primary Funding Agency to obtain the information as is necessary to fulfil the Primary Funding Agency's obligations to supply information for parliamentary, governmental, judicial or other regulatory or administrative purposes.

(b) Sponsor and the Coordinating Centre shall provide, and shall ensure that any member of the Study Team or (where applicable) any Collaborator shall provide, all reasonable cooperation and assistance at all times during the term of the Terms and Conditions and for a period of two (2) years after termination or expiry of the Terms and Conditions to allow the Primary Funding Agency or its designee (the "**Auditors**") to carry out an audit of the Sponsor's and/ or Coordinating Centre's 's and (where applicable) any of its Collaborators' compliance with the Terms and Conditions (including all activities, performance, security and integrity in connection therewith),

and Sponsor's and/ or Coordinating Centre's and (where applicable) any of its Collaborators' Quality Management System. In this respect, Sponsor shall and shall ensure, during business hours and upon giving reasonable prior notice, free access to the Auditors to Sponsor's and/ or Coordinating Centre's and (where applicable) any of its Collaborators' facilities and Study Sites, and all relevant information, data and records relevant to the Clinical Study, including the trial master file, taking into account Collaborator's and Collaborator's facilities and Study Sites' procedures for access.

The Auditors shall have access only to, and only be allowed to report to the Primary Funding Agency, such information as strictly required to verify the compliance with the Terms and Conditions. It is the responsibility of the Primary Funding Agency that the Auditors are bound by confidentiality provisions and restrictions at least as stringent as those stated in Section 6 below.

(c) If the Sponsor and/ or Coordinating Centre is notified of a scheduled inspection of the Clinical Study at any study Site by a Regulatory Authority, Sponsor and/ or Coordinating Centre will immediately inform the relevant Funding Agency in writing. At its discretion, the Funding Agency may choose to be present during such inspection, unless such inspecting Regulatory Authority opposes to the Funding Agency being present during the inspection. Any inspection report made by a Regulatory Authority, relevant to the performance of the Clinical Study or the Contribution made available, will promptly be shared by Sponsor and/ or Coordinating Centre with the relevant Funding Agency.

4.3.3 *Measures.* The Sponsor and/ or Coordinating Centre shall take all measures reasonably requested by the relevant Funding Agency in order to ensure compliance with these Terms and Conditions and performance of the Clinical Study within its research objectives.

5. DATA PROTECTION

5.1 General obligations

5.1.1 In relation to their respective Processing of Personal Data in connection with the Clinical Study, the Sponsor, the Coordinating Centre and their respective Collaborators and the Funding Agencies shall each ensure compliance with Collective Data Protection Laws and with their respective obligations as a Controller under applicable EU Data Protection Laws, including the following obligations, and shall refrain from undertaking or omitting actions that may trigger or jeopardise the liability of the other Parties under applicable Collective Data Protection Laws:

(i) It will only lawfully Process Personal Data in accordance with Article 6 of the GDPR;

(ii) Processing shall be in accordance with all applicable Law (including Collective Data Protection Laws), regulations and, where applicable, codes of conduct as referred to in Article 40 of the GDPR;

(iii) It will ensure integrity and confidentiality of the Personal Data by implementing appropriate organisational and technical measures to prevent any breach of security leading to the accidental or unlawful destruction, damages, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by it; and

(iv) It will ensure that the Data Subjects are enabled to exercise their rights, to the extent applicable, under Chapter III of the GDPR.

5.1.2 Without prejudice to the Funding Agencies' obligations as a Controller under applicable EU Data Protection Laws, the Funding Agencies will report any Personal Data Breach to the Sponsor, the Coordinating Centre and their respective Collaborators (as the case may be) without undue delay in accordance with the timelines of applicable EU Data Protection Laws, to allow the Sponsor, the Coordinating Centre and/or any of their Collaborators to comply with their obligations under applicable EU Data Protection Laws to report and inform such breach.

5.1.3 Each Party will be responsible for any legally required notifications - incumbent upon it - to the competent Supervisory Authority/ies as a result of a Personal Data Breach and will perform its obligations under this Section 5 at its own cost.

5.1.4. In the event of a dispute or claim brought by a Data Subject or a Supervisory Authority concerning the Processing of Personal Data as set out in the Terms and Conditions, the Party receiving such claim will promptly inform the other Party in writing about any such claim or dispute, and both Parties will cooperate with a view to settling such claim or dispute amicably in a timely fashion.

5.2 Specific obligations

5.2.1 Sponsor shall at all times ensure that only Pseudonymized Personal Data shall be provided to the Funding Agencies and that the Funding Agencies will not have access to any Personal Data, unless in an aggregated, de-identified form for the purposes set out in the Terms and Conditions. Sponsor shall at all times ensure that (i) the unique code necessary to attribute such Pseudonymized Personal Data to the relevant Study Subjects, will only be in the possession of the members of the Study Team who are in direct contact with the relevant Study Subjects (or any other trusted third parties), (ii) only said Study Team members (or any other trusted third parties) are able to attribute such Pseudonymized Personal Data to the relevant Study Subjects, and (iii) said Study Team members (or any other trusted third parties) shall treat said unique code as strictly confidential.

5.2.2 Considering that the Funding Agencies do not have a direct relationship with the relevant Data Subjects whose Pseudonymized Personal Data are provided by the Sponsor to the Funding Agencies, the Sponsor agrees to carry out the Funding Agencies' obligations under applicable EU Data Protection Laws towards such Data Subjects. For this purpose, the Sponsor shall:

(i) obtain consent from the Data Subjects if so required under and in accordance with applicable EU Data Protection Laws for the Processing of their Personal Data as set out in the Terms and Conditions;

(ii) ensure that all Personal Data Processed and transferred by it under the Terms and Conditions shall be accurate and up-to-date;

(iii) be responsible for any legally required notifications to the affected Data Subjects as a result of a Personal Data Breach.

6. CONFIDENTIALITY

6.1 Confidentiality and non-use

6.1.1 *General.* In respect of any Confidential Information the Sponsor and Coordinating Centre and the Funding Agencies may receive (the "Recipient") from the other (the "Discloser"), the Recipient undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party other than those involved in the Clinical Study, who are bound by similar confidentiality obligations, without the Discloser's prior written consent provided that:

(i) nothing herein shall be so construed as to prevent Recipient from using data processing techniques, ideas, know-how and the like gained in the course of the Clinical Study, in the furtherance of its normal business, to the extent that this does not result in a disclosure of any Confidential Information or infringement of any valid Intellectual Property rights of the Recipient or the unauthorised ***processing*** of any Personal Data; and

(ii) nothing herein shall be construed as to prevent the Primary Funding Agency from exercising its rights granted under the Terms and Conditions provided that it complies with all applicable Law and regulations.

6.1.2 *Exception.* The obligation of confidentiality and non-use shall not apply to any information to the extent such information:

(i) is or becomes public knowledge (otherwise than by breach of Section 6.1.1);

(ii) was in the possession of the Recipient, without restriction as to its disclosure,

before receiving it from the Discloser;

(iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(iv) is independently developed without access to the Confidential Information of the Discloser; or

(v) must be disclosed pursuant to a statutory, legal or parliamentary obligation imposed upon the Recipient, in which case the Recipient shall inform the Discloser promptly, if permitted under applicable Law, to allow the Discloser to challenge or limit, the disclosure of its Confidential Information.

6.1.3 *Term.* The obligations of each of the Sponsor and/ or Coordinating Centre and the Funding Agencies contained in this Section shall continue for a period of ten (10) years after the expiration or termination of the Terms and Conditions. A failure to comply with this Section 6, shall constitute a material breach of the Terms and Conditions.

7. RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND

7.1 Ownership of Background

7.1.1 *Principle.* Nothing in the Terms and Conditions shall affect Sponsor's, Coordinating Centre's or, where applicable, any of their Collaborators' rights in Background nor imply grant of any license to such Background, unless expressly set out herein.

7.1.2 *Identification.* In the event that Background will be used for the performance of the Clinical Study, such Background shall be identified in the Background list, including the legal restrictions of which Sponsor, Coordinating it or its Collaborators are aware that may affect the use of the Background for the purpose of the Clinical Study or the rights granted to the Primary Funding Agency under the Terms and Conditions. Sponsor and Coordinating Centre shall on a best effort's base procure that neither itself nor any of its Collaborators will use in the performance of the Clinical Study any Background that was not identified in the Background List.

7.2 Use of Background

7.2.1 *General.* In respect to the Background, Sponsor and Coordinating Centre shall, and procure (where applicable) that any Collaborator shall, remain free to license, assign, or otherwise dispose or transfer ownership ("Use") of its Background, provided that Sponsor and Coordinating Centre (and, where applicable, any Collaborator) shall pass on their obligations regarding such Background, to the appropriate licensee, assignee, transferee or acquirer, including the obligation to pass those obligations where appropriate, on to any subsequent licensee, assignee, transferee or acquirer of that

Background.

7.2.2 *Notification and objection.* Sponsor and Coordinating Centre shall, during the term of the Terms and Conditions, notify their respective Funding Agency of any Use in advance. The foregoing obligation to notify the Funding Agency of such Use, shall be without prejudice to the obligation of Sponsor or Coordinating Centre' (as the case may be) (and its Collaborators) set forth in Section 7.2.1, which obligation shall continue to apply for a period of six (6) years after the term of the Terms and Conditions.

8. RIGHTS AND OBLIGATIONS RELATED TO RESULTS

8.1 Ownership of Foreground

8.1.1 *Principle.* Foreground is owned by the Sponsor and/or Coordinating Centre and/or their Collaborators (as the case may be) who has generated such Foreground.

8.2 Protection of Foreground

8.2.1 *Information*. The Sponsor and Coordinating Centre shall inform their respective Funding Agency in a timely manner, and shall ensure (where applicable) that their Collaborators shall inform them, of any Foreground, whether patentable or not, which is capable of exploitation either by direct implementation into the health care service or, subject to Section 8.3, via commercialisation.

8.2.2 *IP policy.* The Sponsor or Coordinating Centre (as the case may be) (and/or the appropriate Collaborator) will identify, protect and maintain Intellectual Property in accordance with its standard institutional policy. If available, the Sponsor or Coordinating Centre (as the case may be) will provide a copy of any applicable IP policy on the request of its Funding Agency. Sponsor or Coordinating Centre (as the case may be) shall take due consideration of the Funding Agencies attitude to the clearly inappropriate use of patents which the Funding Agencies consider detrimental to scientific endeavour or to advances in healthcare. In the event the Sponsor or Coordinating Centre (as the case may be) or, where applicable, any Collaborator decides not to protect any Foreground invention by filing a patent application or to abandon prosecution of any patent in the Foreground invention, the Sponsor or Coordinating Centre (as the case may be) shall communicate such decision to its Funding Agency and Sponsor or Coordinating Centre (as the case may be), or, if appropriate the Collaborator, and the relevant Funding Agency shall discuss in good faith how to proceed in the best interest of patients and the public health decision making bodies without protecting said invention by filing a patent.

Alternatively, Sponsor or Coordinating Centre (as the case may be) shall have the right, before taking any decision on the protection and maintenance of Intellectual Property, to discuss with its Funding Agency first on the feasibility and

appropriateness of the protection of the Foreground through Intellectual Property, in the best interest of patients and the public payers.

8.2.3 *Records.* Sponsor or Coordinating Centre (as the case may be) shall keep proper records showing the description of the Background IP and Foreground IP.

8.3 Exploitation of Foreground

8.3.1 *General.* Sponsor or Coordinating Centre (as the case may be) acknowledge that the main purpose of the research performed under the Terms and Conditions is to generate results that will serve the general public interests, and specifically the interests of the patients and public healthcare decision making bodies, and, therefore, undertake not to exploit the Foreground in any way that is or could be detrimental to such interests. In this respect, Sponsor or Coordinating Centre (as the case may be) acknowledge the importance of the dissemination of the Foreground and the Access Rights in accordance with the principles set forth herein. Sponsor or Coordinating Centre (as the case may be) and its Collaborators shall ensure that to the maximum extent possible under privacy Law, the Foreground shall be made available for further research activities with the purpose to generate additional results that could further support the aforementioned interests as outlined in Section 9.2.3 below.

8.3.2 *Commercialisation.* (a) In accordance with the acknowledgements and the principles set forth or referred to in Section 8.3.1, the commercialisation of the Foreground is not and should never be the main aim of Sponsor and Coordinating Centre under the Terms and Conditions. Without prejudice to Section 8.4, in the event that a commercialisation opportunity nevertheless arises, the Sponsor and/or Coordinating Centre (as the case may be) shall or shall procure (where applicable) that any Collaborator shall inform the Funding Agencies thereof in advance and shall seek the prior written consent of the Funding Agencies before it or (where applicable) any Collaborator, as the case may be, makes any commercial use of, or grants to any third party any exploitation rights over the Foreground and/or transfer, dispose or assigns the Foreground to a third party. Sponsor or Coordinating Centre (as the case may be) shall, and shall procure (where applicable) that any Collaborator shall, provide all appropriate details of any proposed commercialisation, licensing, transfer or assignment arrangements, including but not limited to any deal sheet or commercial terms in circulation, which information the Funding Agencies shall keep confidential.

(b) the Funding Agency shall evaluate such intended commercialisation against the purpose and interests set forth in section 8.3.1. the Funding Agency shall, acting reasonably, have the right to withhold such approval only in the event that the intended commercialisation, licensing or assignment is likely to have a negative impact on the further performance of the Clinical Study in accordance with the Terms and Conditions, the rights granted to the Funding Agencies under the Terms and

Conditions and/or on the main purpose and/or interests set forth in Section 8.3.1. For example and without limiting the foregoing, such right of withholding approval may be invoked in the event the Sponsor or Coordinating Centre (as the case may be) intend to grant exclusive rights to third parties hindering or limiting the Access Rights granted to the Funding Agencies hereunder; or in the event the commercialisation may lead to the scenario where any of the Dutch or Belgian government may have to pay twice (e.g. for the Research under the Terms and Conditions and for the reimbursement of commercial products incorporating or making use of one or more Foreground); or where such commercialisation may lead to direct or indirect state aid. In this respect, the relevant Funding Agency shall have the right to subject its approval to specific terms which are reasonable and appropriate in the specific case and which should ensure that the intended commercialisation has no negative impact on the further performance of the Clinical Study in accordance with the Terms and Conditions, the rights granted to the Funding Agencies under the Terms and Conditions and/or on the main purpose and/or interests set forth in Section 8.3.1. For example, and without limiting the foregoing, such specific terms could include the payment to the relevant Funding Agency of a fair compensation and/or conditions concerning the pricing of the commercial product or service incorporating or making use of one or more Foreground.

8.4 Dissemination of Foreground – Open Access

8.4.1 *General obligation.* (a) Unless otherwise agreed between the Sponsor or Coordinating Centre (as the case may be) and its Funding Agency, Sponsor or Coordinating Centre (as the case may be) or (where applicable) any Collaborator must immediately disseminate the Foreground owned by it, by disclosing it, subject to applicable Law, to the public by appropriate means, including in open access scientific publications. Sponsor or Coordinating Centre (as the case may be) shall inform and discuss its dissemination strategy with its Funding Agency in advance.

(b) The foregoing general obligation does not change the right to protect Foreground through patent applications in accordance with Section 8.2, the confidentiality obligations in Section 6 or the obligations to protect Personal Data further to Section 5, all of which still apply.

(c) Notwithstanding the foregoing, the final Clinical Study report as referred to in Section 4.2.2 should be made available for review and comment by the Primary Funding Agency in accordance with Section 4.2.2, before the Foreground are disseminated in accordance with this Section 8.4.

(d) The Sponsor or Coordinating Centre (as the case may be) must notify its Funding Agency prior to any dissemination (including publication) (whether in oral, written or other form) of any Foreground or of matters arising from the Clinical Study. The Sponsor or Coordinating Centre (as the case may be) shall send one draft copy of

the proposed dissemination to its Funding Agency at least ten (10) days for an abstract and thirty (30) days for a manuscript before the date intended for dissemination. The relevant Funding Agency may object to such dissemination, by giving written notice to the Sponsor or Coordinating Centre (as the case may be) (a "Confidentiality Notice") (i) to prevent the dissemination of its Confidential Information, or (ii) to delay the proposed dissemination for a maximum ninety days after the date of submission to the Funding Agency of the first draft publication. In the event Sponsor or Coordinating Centre or (where applicable) any Collaborator intends not to protect the Foreground that is capable of IP protection, Sponsor or Coordinating Centre requires to formally notify its Funding Agency thereof before the dissemination takes place and Sponsor or Coordinating Centre (as the case may be) and its Funding Agency shall act as per Section 8.2.2.

A Confidentiality Notice must contain a precise and motivated request for necessary adaptations to the intended dissemination/publication. If such objection has been raised, the Funding Agency and the Sponsor or Coordinating Centre (as the case may be) will discuss how to overcome the justified grounds for the objection on a timely basis (for example by adapting the planned publication and/or by protecting Foreground before publication). The opposition to the intended dissemination will not be unreasonably continued if both Sponsor or Coordinating Centre and its Funding Agency agree that appropriate actions have been taken following the discussion. Confidentiality Notices must be sent within ten (10) calendar days for an abstract or thirty (30) calendar days for a manuscript after receipt of the draft dissemination/publication. The Sponsor or Coordinating Centre shall have the right to proceed with the proposed dissemination/publication if it has not received a Confidentiality Notice within that ten or thirty calendar days' period, as applicable.

Furthermore, Sponsor or Coordinating Centre (as the case may be) will use its best efforts to take into account any reasonable scientific suggestions from its Funding Agency as long as such suggested adjustments do not change the scientific conclusion or the findings and do not interfere with the scientific integrity of the findings.

(e) Sponsor or Coordinating Centre (as the case may be) shall ensure that any dissemination is scientifically correct, objective and unbiased (taking into consideration the primary endpoint(s)).

(f) Sponsor or Coordinating Centre (as the case may be) shall ensure that the manuscript for publication includes references to the data access plan, as well as the contact details of the person responsible within Sponsor or Coordinating Centre for the management of third party access to the Study Data, as further set forth in Section 9.2.3.

(g) In the event of a multicentre Clinical Study, Sponsor or Coordinating Centre (as

the case may be) shall not, and shall use its best efforts to ensure that its Collaborators shall not, independently publish or otherwise disclose any findings resulting from the Clinical Study before publication of the main multicentre publication. In the event the main multicentre publication is not published within twelve (12) months from the date the final Clinical Study report as referred to in Section 4.2.2 is accepted by the Primary Funding Agency in accordance with Section 4.2.2.(c), the Sponsor and/ or Coordinating Centre and/or the Collaborators shall be entitled to publish the site-specific publication, subject to the procedure and conditions set forth in Section 8.4.1 (d) and (f) above.

8.4.2 The Sponsor or Coordinating Centre (as the case may be) shall ensure that any dissemination shall acknowledge the Funding Agencies' financial support and carry a disclaimer as the relevant Funding Agency may require or in the absence of direction from the relevant Funding Agency a notice as follows:

"*This report is independent research funded by Belgian Health Care Knowledge Centre ([PROGRAMME NAME, TITLE AND REFERENCE NUMBER]). The views expressed in this publication are those of the author(s) and not necessarily those of Belgian Health Care Knowledge Centre or the Department of Health*."

8.4.3 *Open access to scientific publications.* Sponsor and Coordinating Centre and its Collaborators must ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to the Foreground owned by it and/or the Collaborators. In particular it must:

(i) As soon as possible and at the latest on publication, deposit a machine readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications; moreover, Sponsor and Coordinating Centre and its Collaborators must aim to deposit at the same time the research data needed to validate the Foreground presented in the deposited scientific publications; and

(ii) Ensure open access to the deposited publication, via the repository at the latest on publication (if an electronic version is available for free via the publisher) or, within six (6) months of publication in any other case.

9. ACCESS RIGHTS

9.1 Background

9.1.1 *Access Right*. Regarding the Background listed in Background List as per Section 7.1.2, or any Background not listed in therein, which was used in the performance of the Clinical Study in contravention of Section 7.1.2, Sponsor and Coordinating Centre hereby grant, and procure (where applicable) that any Collaborator grants, to the

Funding Agencies a non-exclusive, worldwide, irrevocable, unlimited, royalty-free and transferable Access Rights to Background, with the right to sub-license, to the extent such Background is needed to use the Foreground in accordance with the license grant in accordance with Section 9.2**.** Each Funding Agency shall ensure that any of its sub-licensees complies with the terms and conditions of the Access Rights set forth herein.

9.2 Foreground

9.2.1 *Access Right.* (a) In furtherance of the main purpose and interests set forth in Section 8.3.1 above, Sponsor and Coordinating Centre hereby grant, and procure (where applicable) that any Collaborator grants, to the Funding Agencies at the end of the Clinical Study, a non-exclusive, worldwide, irrevocable, unlimited, royalty-free and transferable Access Right to the Foreground and to Background needed for the use of such Foreground, with the right to sub-license, for any non-commercial research or educational purposes, public health care services purposes, and/or for designing, evaluating, and/or implementing non-commercial policies or programmes in connection with or related to health care, health economics, pharmacoeconomics and/or social security.

(b) The foregoing access rights shall include the right to publish, upon consultation with Sponsor and Coordinating Centre, any Foreground for any non-commercial purpose, including any entry in a register of research findings or an individual issue of or a review article in a monograph series prepared on a Funding Agency's behalf. The content and timing for such publication will be subject to consultation with the Sponsor and Coordinating Centre and will take into account the publication timetables in other peer-reviewed journals and the need to make research findings publicly available as soon as practicable. The Funding Agencies shall each ensure that such dissemination shall be in accordance with privacy Law and acknowledge the Sponsor as the sponsor (in the sense of any applicable Law) of the Clinical Study.

9.2.2 *Publication.* In addition to the foregoing, the Funding Agencies shall have the right to publish any Material, aggregated Study Data or other information in relation to the Clinical Study received from the Sponsor and/ or Coordinating Centre for communication and publicising activities as set out in Section 10.

9.2.3 *Access right to third parties.* After the Completion Date, subject to the provisions of the Terms and Conditions (including Clauses 5 and 6), Sponsor and Coordinating Centre shall each grant, and procures (where applicable) that any Collaborator shall grant, Access Rights to the Foreground to third parties on a non-exclusive basis and at fair and reasonable commercial terms. In this respect, Sponsor and Coordinating Centre shall each establish a data access plan managing the access by third parties to the Foreground subject to the third party entering into a data use agreement with the Sponsor and/ or Coordinating Centre (or the person appointed by it) providing the

terms and conditions for such access. Both Sponsor and Coordinating Centre shall appoint a contact person that shall manage the third party access on its behalf. In the event Sponsor or Coordinating Centre and the relevant third party are unable to agree on the terms and conditions for the access to the Foreground, Sponsor or Coordinating Centre (as the case may be) may request its Funding Agency to facilitate the discussions.

10. PUBLICATION BY THE FUNDING AGENCIES

10.1 General

10.1.1 The Clinical Study funded by the Funding Agencies under the Terms and Conditions is open and, subject to the provisions of the Terms and Conditions, the Primary Funding Agencies is entitled to publish details of the selection process, the research objectives, plan and costs and the Terms and Conditions.

10.2 Publishing activities

10.2.1 *Communication and publishing activities.* (a) without prejudice to the Funding Agencies' rights under Section 9 and subject to Sections 5 and 6, the Funding Agencies may use, for their communication and publicising activities, the Materials and all (aggregated and anonymized) Study Data or other information in relation to the Clinical Study provided by Sponsor and Coordinating Centre to the Funding Agencies.

(b) However, if the Funding Agencies' use of the Materials, documents and information, would risk compromising Sponsor and Coordinating Centre's (as the case may be) legitimate interests, the Sponsor or Coordinating Centre may request its Funding Agency not to use it for said purposes and the Sponsor or Coordinating Centre and the Funding Agency shall discuss in good faith an acceptable way to proceed, considering at all times the purpose and the objective of the Clinical Study.

(c) The Funding Agencies' right to use the Materials, documents and information pertaining to the Foreground includes: (i) for its own purposes, in particular making them available to persons working for the Funding Agencies or any other federal, regional, EU or other EU member state institution, body, public service, office or body, and copying or reproducing them in whole or in part, in unlimited numbers; (ii) distribution to the public, in particular publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services or inclusion in widely accessible databases or indexes; (iii) editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation; (iv) translation; (v) giving access in response to individual requests in furtherance of the applicable

legislation on freedom of information act (*'Wet openbaarheid van bestuur')*; (vi) storage in paper, electronic or other form; (vii) archiving; and (vii) the right to authorise third parties to act on its behalf or sub-license the modes of use set out above to third parties if needed for the communication and publicising activities of the any of the Funding Agencies. In any case, the Funding Agencies' right to use the Materials, documents and information set forth in this Section 10.2 does in no case allow any Funding Agency to change the scientific conclusion of the findings, the foregoing without prejudice to the Funding Agencies' rights under Section 4.2.2(d).

(d) Sponsor and Coordinating Centre shall ensure they obtain all necessary approvals from third parties concerned in order to comply with their obligations under this Section 10. In this respect, Sponsor and Coordinating Centre shall, and shall ensure that its Collaborators shall, before the commencement of the Clinical Study, have entered into appropriate (employment) agreements with their employees, representatives, agents and personnel, in which such employees, representatives, agents or personnel have assigned or granted to Beneficiary, resp. Collaborator, such rights in order for Sponsor and Coordinating Centre to comply with their obligations under this Section 10.

(e) Where requested by Sponsor and/or Coordinating Centre, the Funding Agencies will insert the following information:

> "© - *[year] - [name of the copyright owner]. All rights reserved. Licensed to Belgian Health Care Knowledge Centre and ZonMw under conditions*."

11. REPRESENTATIONS

11.1 Sponsor, Coordinating Centre and Funding Agencies representations

11.1.1 Except as expressly provided in the Terms and Conditions, Sponsor, Coordinating Centre and Funding Agencies do not give any warranties or makes any representations with respect to any of the Foreground IP and/or Background IP or any products derived from them, or their fitness for any purpose, or that any material produced or supplied by any Party and any processes or techniques used, proposed or recommended by any Party will not infringe the Intellectual Property rights of any person in any country.

11.2 Sponsor and Coordinating Centre warranties

11.2.1 The Sponsor and Coordinating Centre each warrant that:

(i) they shall use reasonable efforts to devote all resources and efforts as may be necessary for the satisfactory and timely completion of the Clinical Study in compliance with the Timetable;

(ii) they have full capacity, power and authority and all necessary licences, permits and consents to assume and fully perform all of its obligations under

the Terms and Conditions;

(iii) there are no actions, suits or proceedings pending or, to the Sponsor's or Coordinating Centre's knowledge, threatened against or affecting the Sponsor or Coordinating Centre (as the case may be) before any court or administrative body or tribunal that might affect the ability of the Sponsor or Coordinating Centre (as the case may be) to meet and carry out its obligations under the Terms and Conditions;

(iv) They shall comply with their obligations under the Terms and Conditions, including with the standards for performing the Clinical Study set out in Section 2.1.1.

(v) To the best of their knowledge, they are not a party to an agreement which would prevent Sponsor or Coordinating Centre (as the case may be) from fulfilling their obligations under the Terms and Conditions;

(vi) They shall during the term of the Clinical Study not enter into any agreement or arrangement which would substantially restrict their ability to perform the Clinical Study;

(vii) They shall during the term of the Clinical Study not do any other act which may have a substantial adverse effect on the availability of Study Subjects, including providing services to third parties in relation to a study which would or could recruit the same Study Subjects;

(viii) They shall not enter into any agreement in which the Intellectual Property arrangements would adversely affect their ability to comply with the terms of the Terms and Conditions without the prior consent of their respective Funding Agency, such consent not to be unreasonably withheld or delayed.

(ix) The Study Team will have the expertise in the disease and patient population relevant to the Clinical Study and will have the training, information, licenses, approvals or certifications necessary for safely, adequately and lawfully conducting the Clinical Study;

(x) none of the Study Team shall be subject to any conflicting obligation that may interfere with the performance of the Clinical Study or that might impair the validity of the Study Data;

(xi) They shall perform the Clinical Study in compliance with all ethical principles, including avoiding fabrication, falsification, plagiarism of Study Data or other research misconduct;

(xii) unless otherwise agreed in writing by the Funding Agencies, neither the Sponsor nor Coordinating Centre nor any of their Collaborators have obtained or will obtain during the term of the Clinical Study any other (EU, federal,

regional, local or foreign) public (other than from the Primary Funding Agency) or private funding for the performance of the Clinical Study;

(xiii) to the best of its knowledge and belief:

a. subject to the declaration set out in the Background List, Sponsor and Coordinating Centre(or, where applicable, any Collaborator is) each have the right to use and provide licenses to any of their Background under the Terms and Conditions, and if applicable shall obtain the consent of any legal and beneficial owner that has any right, title and interest in and to the Background listed in Background List prior to entering such Background into the Clinical Study;

b. They and/or (where applicable) their Collaborator(s) will be the legal and beneficial owner(s) of all right, title and interest in and to the Foreground and the Collaborator(s) will own and manage Foreground IP in accordance with, and subject to the terms of the Terms and Conditions; and

c. They have not granted any third party any right in respect of the Foreground IP (other than in accordance with the provisions of this Terms and Conditions), and have not charged or encumbered and will not charge or encumber any of the same.

12. PURPOSELY LEFT BLANK

13. INSURANCE

13.1 Sponsor and Coordinating Centre shall, or shall ensure, throughout the duration of the Terms and Conditions effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of any liability which may be incurred by the Sponsor or Coordinating Centre (as the case may be) arising out of its performance of the Terms and Conditions, including the insurance that is required to be taken out as sponsor (as the case may be) the Clinical Study as set out in any applicable Law.

13.2 The Sponsor and the Coordinating Centre shall produce on demand by its Funding Agency documentary evidence that any insurance policies required by Section 13.1 are in force.

13.3 Subject to the limitations set out herein, the terms or the amount of cover of any insurance shall not relieve the Sponsor or Coordinating Centre (as the case may be) of any liabilities under the Terms and Conditions.

14. TERM AND TERMINATION

14.1 Term

14.1.1 *Term.* Unless otherwise terminated in accordance with the provisions hereof, the Terms and Conditions shall be effective as from the date of the Award and shall, subject to Section 14.1.2, automatically expire on the Completion Date.

14.1.2 *Surviving provisions.* Notwithstanding Section 14.1.1, the following provisions shall survive the expiration or termination of the Terms and Conditions: Section 4.1 (*Access to Study Data*), Section 4.3.2 (*Audits*), Section 6 (*Confidentiality*), Section 7 (*Background*), Section 8 (*Foreground*), Section 9 (*Access Rights*), Section 10 (*Publication*), Section 14.4 (*Termination Consequences*) and Section 18 (*Applicable Law and Dispute Resolution*), including any cross-references set out in these Sections. The foregoing shall be without prejudice to any other provision of the Terms and Conditions that by its nature survives expiration or termination of the Terms and Conditions.

14.2 Termination

14.2.1 Sponsor, Coordinating Centre and the Funding Agencies shall have the right to terminate the Clinical Study and may terminate the Contribution, immediately upon written notice, in the event:

(i) If one of the Parties fails to comply with a material obligation arising from these Terms and Conditions and, if capable of remedy, is not remedied within thirty (30) days after receipt of written notice from the other Party specifying the non-compliance and requiring its remedy, unless failure to comply is not in reasonable proportion to the premature termination of the Clinical Study.

(ii) The other Party is dissolved or liquidated, files or has filed against it a petition under any bankruptcy or insolvency law, makes an assignment for the benefit of its creditors or has a receiver appointed for all or substantially all of its property, or experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated; and/or

(iii) In case an event Force Majeure exceeding a period of three (3) months; and/or

(iv) Immediately upon giving notice if a Regulatory Authority directs that the Clinical Study be terminated or refuses, revokes or cancels any Authorisation or in the event any Authorisations for the commencement of the Clinical Study is not given at the latest six (6) months after the Award for reasons outside the reasonable control of the Party wishing to terminate the Terms and Conditions; and/or

(v) Immediately upon giving notice if the safety of the Study Subjects cannot be guaranteed anymore for reasons outside the reasonable control of the Party

wishing to terminate the Terms and Conditions.

14.2.2 *ONLY FOR ZONMW: In addition to the termination rights provided herein, Articles 4:48 and 4:49 of the General Administrative Law Act (Algemene wet bestuursrecht) contain provisions that govern the revocation or a retroactive change to the allocation of a Contribution and the determination of the amount of the grant. The following are the most important grounds pursuant to those articles.*

(a) ZonMw may revoke the allocation of the Contribution or change the Contribution to the detriment of the Sponsor or Coordinating Centre (as the case may be) in the event that:

- *the activities for which the Contribution has been allocated have not been carried out or will not be carried out in whole or in part;*
- *the grant recipient has failed to comply with the obligations that have been attached to the Contribution;*
- *the Sponsor or Coordinating Centre (as the case may be) has provided incorrect or incomplete information and the provision of correct or complete information would have led to a different decision in respect of the application for the Contribution; or*
- *the Contribution was otherwise allocated incorrectly and the grant recipient knew that should have known it.*

14.2.3 *ZonMw may revoke the allocation of the Contribution or change the Contribution to the detriment of the Sponsor or Coordinating Centre (as the case may be)*

(a) on the ground of facts or circumstances of which it reasonably could not have been aware at the time at which the amount of the Contribution was determined and on the ground of which the amount of the Contribution would have been lower than the amount determined in accordance with the allocation of the grant;

(b) in the event that the determination of the amount of the Contribution was incorrect and the grant recipient knew that or should have known it; or

(c) in the event that after the determination of the amount of the Contribution, the grant recipient has failed to comply with the obligations that have been attached to the Contribution.

(d) *ZonMw may lower the amount of the Contribution (to nil) on the basis of*

the provisions contained in the first or second subsection. In addition, any abuse or misuse will be reported.

14.3 Suspension

14.3.1 Each Funding Agency, upon its sole discretion, may require Sponsor or Coordinating Centre (as the case may be) to suspend until further notice the performance of the Clinical Study for any of the reasons set out in Sections 14.2.1 to 14.2.3 and in accordance with the notice periods (if any) set out therein.

14.4 Termination consequences

14.4.1 *General.* Subject to Section 14.3, termination of the Terms and Conditions in accordance with Section 14.2 shall not entitle Sponsor of a terminated Coordinating Centre or Coordinating Centre of a terminated Sponsor to receive any compensation or indemnity by the terminated Party's Funding Agency in relation to such termination. Termination or expiration of the Terms and Conditions in accordance with the provisions hereof shall be without prejudice to the surviving obligations of the Sponsor, Coordinating Centre and the Funding Agencies as set out in Section 14.1.2.

14.4.2 *Accrued rights.* The termination or expiration of the Terms and Conditions shall be without prejudice to or affect any rights, action or remedy which shall have accrued before termination or expiration or shall accrue thereafter to any Party.

14.4.3 *Closing-down obligations.* Upon receipt of the termination notice, Sponsor and Coordinating Centre shall use best efforts to incur no further expense and to perform no further work except as is reasonably necessary to close down the Clinical Study within the given period. In addition, Sponsor and Coordinating Centre shall:

(i) take all necessary steps to cease the conduct of the Clinical Study in an orderly and professional manner, without compromising quality and without jeopardizing the health of the Study Subjects, and to minimise the further costs and expenses payable by the Primary Funding Agency hereunder; and

(ii) make any declaration to or notify any Regulatory Authority in respect of the completion or early termination of the Clinical Study if such declaration is required under any applicable Law; and

(iii) within six (6) months of the effective date of expiry or termination, prepare and submit to the Primary Funding Agency a report on the Clinical Study in the form and containing the particulars specified by the Primary Funding Agency.

15. FORCE MAJEURE

15.1 In the event that the Sponsor or Coordinating Centre (as the case may be) is delayed in the performance of its obligations under the Terms and Conditions by an event

of Force Majeure (as defined hereafter), the obligations of the Sponsor or Coordinating Centre and the relevant Funding Agency under the Terms and Conditions shall remain suspended until the cause thereof has ceased. "**Force Majeure**" shall include, without being limited to, any of the following: riots, sabotage, acts of war, terrorism or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake, and delay caused by failure of power supplied or transport facilities or any other cause beyond the reasonable control of the Sponsor or Coordinating Centre which renders performance of the Terms and Conditions impossible.

15.2 If Sponsor or Coordinating Centre (as the case may be) becomes aware of Force Majeure which give or are likely to give rise to any failure or delay on its part it shall forthwith notify the relevant Funding Agency by the most expeditious method then available and shall say how long it is estimated that such failure or delay shall continue.

15.3 Any failure by the Sponsor or Coordinating Centre (as the case may be) to perform or any delay in performing its obligations under the Terms and Conditions which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Sponsor or Coordinating Centre (as the case may be) shall have entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangements or sub-contract or otherwise as a result of Force Majeure.

16. AUDITS

16.1 The Sponsor and Coordinating Centre shall provide, and shall ensure that any member of the Study Team and (where applicable) any Collaborator undertake to provide, all reasonable cooperation and assistance at all times during the term of this Clinical Study and for a period of six (6) years after termination or expiry of this Clinical Study for the purposes of allowing the Funding Agencies to obtain the information as is necessary to fulfil the Funding Agencies' obligations to supply information for parliamentary, governmental, judicial or other regulatory or administrative purposes.

16.2 The Sponsor and Coordinating Centre shall provide, and shall ensure that any member of the Study Team or (where applicable) any Collaborator shall provide, all reasonable cooperation and assistance during the term of this Clinical Study and for a period of two (2) years after termination or expiry of this Clinical Study to allow the Funding Agencies (or their agents) to carry out an audit of the Sponsor or Coordinating Centre or (where applicable) any of their Collaborators' compliance with the Clinical Study (including all activities, performance, security and integrity in connection therewith), and Sponsor's and Coordinating Centre's Quality Management System. In this respect, Sponsor and Coordinating Centre shall ensure,

during business hours and upon giving reasonable prior notice, free access of the Funding Agencies' independent auditors to Sponsor's, Coordinating Centre's and (where applicable) any of their Collaborators' facilities and Study Sites, and all relevant information, data and records relevant to the Study, including the trial master file.

16.3 The Funding Agencies (or their agents) performing such audit shall have only access to, and only be allowed to report to the Funding Agencies, such information as strictly required to verify the compliance with the Clinical Study. Any such information will be accessed by the Funding Agencies and/or their agents only after the persons conducting the audit have been informed of and bound by confidentiality provisions and restrictions at least as stringent as those stated in Section 6.

16.4 The Funding Agencies will inform Sponsor and/or Coordinating Centre of the main conclusions of the audit. Sponsor and/or Coordinating Centre shall use best efforts to undertake corrective and preventive actions, as appropriate, in the best interest of the Study and the Study Subjects.

16.5 If, during the term of the Agreement Sponsor or Coordinating Centre become aware of a scheduled inspection of the Study at any study Site by a Regulatory Authority, Sponsor or Coordinating Centre will promptly inform the Funding Agencies in writing. At their discretion, the Funding Agencies may choose to be present during such inspection, unless such inspecting Regulatory Authority opposes to the Funding Agencies being present during the inspection. Any inspection report made by a Regulatory Authority, relevant to the performance of the Study, will promptly be shared by Sponsor or Coordinating Centre with the Funding Agencies.

16.5.1 *ONLY FOR ZONMW: In the event of termination or completion of the Clinical Study, in order to determine the amount of the Contribution, the Dutch Sponsor or Dutch Coordinating Centre must submit to ZonMw both a substantive and a financial final report within 13 weeks after the termination of the Award (in case of termination of the Contribution) or the Completion Date (in case of completion of the Clinical Study). The person who is responsible for the Dutch Sponsor's or Dutch Coordinating Centre*'s *finances must sign the financial final reports (and, if necessary, the party that is responsible for administrative purposes must co-sign the financial reports to indicate that they have been read). ZonMw will provide guidelines in advance in which it will indicate the manner in which the finances must be accounted for.*

16.5.2 *In the financial accounts the Dutch Sponsor or Dutch Coordinating Centre must give ZonMw sufficient insight to enable ZonMw to form a sound opinion with respect to the budget and the realisation. Significant differences between the budget and the realisation must be explained. In the financial final report the actual costs must be compared with the cost items that were included in the budget that ZonMw approved.*

16.5.3 *The Dutch Sponsor or Dutch Coordinating Centre must immediately give written notice to ZonMw of any circumstances that could affect the decision with respect to the amount of the Contribution to be determined.*

16.6 *The Dutch Sponsor's or Dutch Coordinating Centre's accountant – who must have certification authority – must conduct an investigation within the context of the audit of the annual accounts to ensure that the Contribution has been spent correctly, in accordance with ZonMw's audit protocol. The costs related to the audit cannot be subsidised. Nonetheless, ZonMw is authorised to audit the books and records or to conduct an investigation at the institution in order to ensure that the Dutch Sponsor or Dutch Coordinating Centre have complied with the obligations attached to the Contribution.*

17. GENERAL PROVISIONS

17.1 Severability

17.1.1 If any of the provisions of the Terms and Conditions are held to be or rendered void or unenforceable, the Sponsor, Coordinating Centre and their respective Funding Agency agree that the same shall not result in the nullity or unenforceability of the remaining provisions of the Terms and Conditions, but that they shall use their best efforts to replace such provision with a valid and enforceable provision which shall achieve, to the extent possible, the economic, business or other purpose of said void or unenforceable provision.

17.1.2 The Sponsor and Coordinating Centre shall be responsible to the Funding Agency from which it receives directly or indirectly any Contribution, for the acts and omissions of its sub-contractors or Collaborators as though they were its own.

17.1.3 The Sponsor and Coordinating Centre shall ensure that, to the extent that they are relevant, and where reasonable to do so, the terms and conditions of the Terms and Conditions are incorporated into any sub-contract and that all reasonable steps are taken by it to ensure that its sub-contractors and Collaborators are aware of and adhere to the terms and conditions of the Terms and Conditions.

17.2 Publicity

17.2.1 Prior to the publication of the Foreground or of matters arising from the Clinical Study in accordance with Section 10, the Sponsor and Coordinating Centre shall not without the prior written consent of the Primary Funding Agency, which shall not be unreasonably refused or delayed, release, or otherwise make available to third parties, any information relating to the Clinical Study by means of any public statement, in particular any media announcement or display or by putting on any website or oral presentation to meetings where the Foreground are likely to be reported by the media. This condition shall not apply where the Sponsor or Coordinating Centre has a contractual, legal or similar obligation to publish specific

details about the Terms and Conditions or the Clinical Study.

17.3 Inconsistencies

17.3.1 In the event of any inconsistencies between the terms of the Terms and Conditions and the terms of the Protocol or the schedules or other documents referred to in the Terms and Conditions (including the Award Letter), the terms of the Terms and Conditions shall prevail except to the extent that any conflict relates to a clinical or medical matter, in which case the Protocol shall prevail.

17.4 Further Assurance

17.4.1 Sponsor or Coordinating Centre (as the case may be) shall at the reasonable request of its Funding Agency do or procure the doing of all such further acts, and execute or procure the valid execution of all such documents, as may from time to time be necessary in Funding Agency's reasonable opinion to give full effect to the Terms and Conditions and to vest in Funding Agency the full benefit of the assets, rights and benefits to be transferred to Funding Agency under the Terms and Conditions.

17.5 The Primary Funding Agency approval of consent

17.5.1 Where the Funding Agency's approval or consent is requested as per the Terms and Conditions, the Funding Agency shall use reasonable efforts to communicate its position to Sponsor or Coordinating Centre (as the case may be) Funding Agency within fifteen (15) Business Days as per Sponsor or Coordinating Centre's request, except where the Terms and Conditions explicitly provides for a different timeframe for such communication to be given by the Funding Agency.

17.6 Language and Notices

17.6.1 *Language.* Sponsor and Coordinating Centre explicitly agree that the Terms and Conditions are made in the English language and hereby waives any claim in relation to the use of the English language in any communication or correspondence from the Funding Agencies to Sponsor or Coordinating Centre (as the case may be) in relation to the Terms and Conditions.

17.6.2 *Notices.* (a) Any notice required under the Terms and Conditions shall be made in English, either by registered mail or an internationally recognised overnight courier to the Funding Agencies and to Sponsor or Coordinating Centre (as the case may be) at their respective addresses first above written or as subsequently changed by notice duly given in writing at such addresses.

(b) Notices by registered mail are deemed to be given upon receipt. Notices by internationally recognised overnight courier are deemed to be given one business

day following delivery with such courier.

17.7 Anti-corruption

17.7.1 *Prevention of fraud.* Sponsor and the Coordinating Centre shall take all reasonable steps, in accordance with Good Research Practice and applicable Law, to prevent fraud in connection with the receipt of monies from their respective Funding Agency.

(i) Sponsor and the Coordinating Centre shall notify their respective Funding Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

(ii) If Sponsor or Coordinating Centre or their staff (or any staff of a sub-contractor or Collaborator) commits fraud in relation to this or any other contract with a governmental institution, body or agency (including the Funding Agencies), the Funding Agencies may: (a) terminate the Terms and Conditions immediately by giving notice in writing and recover from the Sponsor or Coordinating Centre (as the case may be) the amount of any proven loss suffered by the Funding Agency (or such other governmental institution, body or agency) resulting from the termination, including the cost reasonably incurred by the Funding Agency of making other arrangements for the performance of the Clinical Study and any additional expenditure incurred by the Funding Agency throughout the remainder of the term of the Clinical Study; or (b) recover in full from the Sponsor or Coordinating Centre any other proven loss sustained by the Funding Agency (or any such governmental institution, body or agency) in consequence of any breach of this Section 17.7.

17.8 Schedules

17.8.1 The schedules referred to in the Terms and Conditions will be adapted for the Clinical Study. For this purpose the annexed formats and numbering for the Schedules will be used. The formats are:

Schedule 1	Background
Schedule 2	Payment Schedule
Schedule 3	Description of the Clinical Study
Schedule 4	Timetable
Schedule 5	Description of the roles and responsibilities of the Sponsor and Coordinating Centre
Schedule 6	Reporting Schedule

17.8.2 These specific schedules will form part of that Clinical Study.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

18.1 Applicable law

18.1.1 This Terms and Conditions shall be governed by and construed in accordance with the substantive laws of the country of the defendant party.

18.2 Dispute resolution

18.2.1 Sponsor and Coordinating Centre and their respective Funding Agency shall first use their best efforts to amicably resolve any dispute or claim arising out of or relating to the Terms and Conditions.

18.2.2 In the event that any attempts to amicably resolve their such dispute fails or in the event that any delay would cause irreparable harm to a Party, then the Parties hereto agree to submit such dispute to the exclusive jurisdiction of the Courts of country of the defending party.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

ANNEXES

Schedule 1	Background
Schedule 2	Payment Schedule
Schedule 3	Description of the Clinical Study
Schedule 4	Timetable
Schedule 5	Description of the roles and responsibilities of the Sponsor and Coordinating Centre
Schedule 6	Reporting Schedule