

GRANT AGREEMENT ON FUNDING FOR A RESEARCH PROJECT

between

the Swiss Lung Association (Lungenliga Schweiz), Sägestrasse 79, 3098 Köniz,

(hereinafter referred to as “SLA”)

and

(hereinafter referred to a “Institution”)

acting through

name and address of applicant

and

name and address of co-applicant

(hereinafter referred to as “Researchers”)

The purpose of the SLA is to fund research into lung diseases. The Researchers are employees of the Institution. They are conducting the following research project, independently and on their own responsibility:

Title of the project

SLA Research Fund project no.:

On the basis of the documents submitted, the SLA has decided to provide financial support for the above-mentioned project. To this end, the contracting parties enter into the following Agreement:

Section 1 Project

- (1) The Researchers are conducting the following research project at the Institution:

Title of the project

(For details, see project application of ..)

- (2) The research project shall begin on DD.MM.YYYY duration of the project: MM months

Section 2 Participants

- (1) The Institution undertakes to ensure that the Researchers can and may conduct the research project pursuant to this Agreement on their premises. It shall ensure that all contracts and approvals required to conduct the project (including and in particular the approval of the ethics committee, letters of intent, etc.) are provided when the Agreement is signed.
- (2) In the event of any disagreement between the participants, said participants undertake to conduct conciliation proceedings or mediation prior to any judicial proceedings.

Section 3 Involvement of the Institution

- (1) The contracting parties are aware that all administrative and organizational issues must be settled internally between the Researchers and the Institution. However, the Institution undertakes to notify the SLA immediately of any changes in the employment relationship between the Institution and the Researchers. This applies in particular in the event that the Researchers have an extended period of illness or an accident, or the employment relationship is terminated or interrupted, irrespective of the reasons.
- (2) The Institution undertakes to manage the funds received with due commercial care. The Institution shall ensure that funds are used only for the purposes of this research project and in accordance with the Agreement.
- (3) The Institution shall regularly check that the project is being properly conducted in accordance with the objectives set. It shall immediately notify the SLA of any deviations from the agreed procedure.
- (4) Upon conclusion of the project or with the request for the second instalment pursuant to Section 4, clause 2, the Institution shall supply the SLA with an accurate and complete financial and scientific report containing information on the use of the financial funds and on the progress of the research in

accordance with the objectives set. Access to the supporting documents shall be granted to the SLA at its request.

Section 4 Amount of funding

(1) The SLA shall make available a total amount of

CHF.....

(in words:CHF.....)

for the whole project (including value-added tax). The SLA's right to terminate and reclaim funds as set forth in Section 4 paragraph (9) of this Agreement remains reserved.

(2) If the amount of funding is CHF 100'000 or more, the SLA shall transfer the amount of funding by the following instalments. After conclusion of the present contract, in writing and signed by both parties, the first instalment of 60% shall be transferred and taken into account for further payments.
After evaluation and written approval of the Scientific and Financial Report by the Swiss Lung Association pursuant to Section 3 paragraph (4) of this Agreement, the second instalment of 30% shall be paid upon request.

(3) If the amount of funding is less than CHF 100'000 in total, the SLA shall transfer the amount of funding by the following instalments. After conclusion of the present contract, in writing and signed by both parties, the first instalment of 90% shall be transferred and taken into account for further payments.

(4) 5% of the total amount shall be retained until approval of the final scientific report and a further 5% until presentation of a draft publication (submitted) and approval of the Final Financial Report in accordance with Annex B2. Subject to evaluation and written approval of the final report, the draft publication and the Final Financial Report by the SLA, the amounts shall be transferred. However, in cases of unused funds remaining, the SLA shall retain the final instalments.

(5) At the Researchers' request, the Swiss Lung Association can adapt the instalments to the needs of the research project.

(6) Account to which funding contributions are to be transferred:

IBAN no.:

Bank: Post code:, Town:,

In the name of: Recipient's address:

Transaction reference:

- (7) If, in the course of the research project, it should become apparent that the planned use of funds should be expediently restructured in order to optimize the further course of the project, this shall require the explicit written consent of the SLA. The SLA can grant authorization for restructuring of the funds if the adjustments to the use of the funds are plausibly justified and are conducive to achieving the objectives set. The Researchers must submit an application to this effect in consultation with the Institution.
- (8) The contracting parties agree that the SLA will endeavour to achieve a partial refinancing of the research project via means including institutional donors. The Researchers shall support the SLA in these endeavours by providing potential donors with additional information about their research project if required.
- (9) The Swiss Lung Association reserves the right to terminate this Grant Agreement and to reclaim any contributions already made if the research project has not yet commenced properly one year after the Agreement has been signed.
- (10) The SLA reserves the right to claim repayment of any unused funds remaining at the end of the funding period, which shall be reimbursed to the SLA within 30 days of notice.

Section 5 Reports

- (1) Upon completion of the research project, a final report must be submitted to the SLA within a period of two months in which the objectives achieved and the specific impact on further research and/or patients are set out. In the case of projects lasting several years, an intermediate report must also be submitted annually that provides information about the status of the research project.
- (2) The Researchers undertake to personally report to the SLA on the progress and results of the research project at the latter's request, if required at a special event that is open to the public.
- (3) The Researchers agree that the results of the research project may be published in a summary that is understandable to laypeople. To this end, the Researchers shall submit with the final report a summary in English in a form that is understandable to interested laypeople.
- (4) The Researchers shall, immediately and of their own accord, inform the SLA of all relevant events that are connected to the performance of their contractual duties.

- (5) To be observed only in the case of clinical studies: The Researchers agree to notify the SLA of all Adverse Events (AEs), whether serious or non-serious, that occur during the clinical study and of all Suspected Unexpected Serious Adverse Reactions (SUSARs) in compliance with the statutory reporting requirement. Adverse Events must be documented and analysed by factors such as type, severity, causality and outcome in the intermediate reports and the final report.

Section 6 Publications

- (1) The Researchers agree to communicate the results of the research project to the public in an appropriate way, in particular in a specialist journal with a peer-review process and at scientific congresses.
- (2) The Researchers undertake to make reference to the funding provided by the SLA and all further possible donors acquired by the SLA in all publications connected to the research project as follows: *“Supported by the Research Fund of the Swiss Lung Association, Köniz”* or in German publications: *“Unterstützt durch den Forschungsfonds der Lungenliga Schweiz, Köniz ” and to use the SLA logo in presentations.*
- (3) The Researchers undertake to inform the SLA of all publications connected to the research project (including presentations, reports and interviews in the specialist or daily press) and to provide it with a specimen copy.
- (4) The SLA endeavours to communicate both its research fund and the research results of projects it supports to a specialist audience and to a wider public. The Researchers agree to support the SLA in this endeavour.

Section 7 Property rights / intellectual property

In order to secure the benefit of the research results for the general public, the Researchers and Institution may not take any steps towards the commercial exploitation of the research results and preparation thereof, in particular the registration of property rights nationally and abroad and the development and marketing of products or services based on the research results, without the prior written consent of the SLA. The Researchers and Institution undertake to inform the SLA in advance of any intended commercial exploitation of research results and to initiate negotiations with the SLA in good time in order to agree the conditions of a commercial exploitation of this kind.

Section 8 Advertising

- (1) The Researchers and Institution agree to the SLA publishing the research project in order to be able to advertise for donated funds. To support the acquisition of donations, the Researchers shall endeavour to provide suitable images and text.
- (2) The Researchers undertake to check the correctness of the contents of the information provided by the SLA in the case of project-related acquisitions of donations for the research project that they are supervising and to ensure that the project is presented appropriately.

Section 9 Third-party funding

- (1) The Researchers and Institution shall ensure that the information contained in the project application on funding for the above-mentioned research project that has been promised or agreed to by third parties is complete. The Researchers and Institution shall immediately notify the SLA of any changes hereto.
- (2) To the extent that additional funds for the research project are provided by third parties after this Agreement has been signed, the SLA has the right to consider its own undertaking and to reduce the amount of funding promised to an appropriate extent or even, as the case may be, to cancel said funding completely.
The Researchers and Institution authorize the SLA to check the accuracy of the information given concerning third-party funding.

Section 10 Termination of the Agreement

The contracting parties agree that each side has the right to terminate the Agreement for good cause without prior notice. Good cause shall be deemed to exist in particular if

- a) funds are not used properly,
- b) reports pursuant to Section 5 are either not submitted or are not submitted in accordance with the requirements despite one reminder and an extension period,

- c) incorrect information was given on third-party funding (Section 9) or the obligation to report further third-party funding was not immediately complied with,
- d) the agreements pursuant to Section 6 (Publications), Section 7 (Property rights) or Section 8 (Advertising) are violated,
- e) the employment relationship between the Researchers and the Institution is substantially changed or terminated or interrupted, regardless of whether the employment relationship is interrupted by arrangement or by operation of law,
- f) the Institution fails to conduct or cancels the research project,
- g) it becomes evident during execution of the research project that the interests of the SLA are being violated and that said violation is substantial,
- h) there is any other good cause.

Section 11 Repayment obligations

- (1) Should the SLA terminate the Agreement pursuant to Section 10 due to violation of the Agreement by the Researchers or the Institution, the SLA shall be entitled to demand repayment of all or part of the funds paid to a reasonable extent.
- (2) If it only becomes evident afterwards that during the research project or at a later date the contents of the Agreement were violated in such a way that said violation would have justified termination pursuant to Section 10, the SLA shall likewise be entitled to demand repayment of all or part of the funds paid to a reasonable extent.
- (3) The Institution is jointly and severally liable for any repayment obligations of the Researchers provided that it is not able to prove that the reasons for the repayment obligation were not evident within the scope of its supervisory activities.

Section 12 Amendments and place of jurisdiction

- (1) There shall be no verbal subsidiary agreements. In order to be effective, changes and additions to this Agreement must be made in writing.

(2) This Agreement and any disputes arising therefrom shall be subject to Swiss law. The place of jurisdiction is agreed to be the headquarters of the Swiss Lung Association, Bern.

Swiss Lung Association, Köniz, dated _____

lic. iur. Thomas Burgener

President of the Swiss Lung
Association

Christoph Rohrer

Deputy Director of the Swiss Lung
Association

For the Institution:

Date: _____

For the Researchers:

Date: _____