

METAKIDS GRANT TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1 These terms and conditions, including the Confirmation Letter, apply to the Grant applied for by Grantee and awarded by Metakids to Grantee ("**Grant T&Cs**").
- 1.2 Metakids' shall only have a valid contractual relationship with Grantee in case Grantee has duly signed the Confirmation Letter. In such case, Metakids' contractual relationship with Grantee regarding the Grant consists of the Confirmation Letter, the Application T&Cs and these Grant T&Cs ("**Grant Agreement**").
- 1.3 In case of any inconsistencies, omissions and/or discrepancies between these Grant T&Cs and the Application T&Cs, the Grant T&Cs prevail. Metakids does not agree to the applicability of any of Grantee's (general) terms and conditions and hereby explicitly rejects such (general) terms and conditions.
- 1.4 Any changes to the (terms and conditions of the) Grant Agreement and/or any additional arrangements between Metakids and Grantee shall only be contractually binding in case such change and/or additional arrangement has been laid down in writing by authorized representatives of Metakids and Grantee.

2. DEFINITIONS

- 2.1 Unless otherwise defined in these Grant T&Cs, the below capitalised terms have the following meaning:
- (a) **Application Form** means the form used by Grantee to apply for a Grant;
 - (b) **Application for Grant Information** means any and all information provided by Grantee to Metakids when applying for the Grant;
 - (c) **Application T&Cs** mean the terms and conditions that apply to the application phase of the Grant and which can be found on www.metakids.nl;
 - (d) **Confirmation Letter** means a letter issued by Metakids pursuant to which Metakids confirms that Metakids is willing to provide the Grant to Grantee on the condition that Grantee accepts these Grant T&Cs in writing;
 - (e) **Financial Year** means the period from 1 January up and including 31 December;
 - (f) **Grant** means the sum or sums of money in Euros set out in the Payment Schedule, which Metakids will provide to the Grantee in accordance with these Grant T&Cs and Application T&Cs and based on the information in the Application Form.
 - (g) **Grantee** means the natural person or legal entity that has successfully applied for and has been awarded the Grant by Metakids;
 - (h) **Grant Agreement** has the meaning ascribed to it in Article 1.1 of these Grant T&Cs;
 - (i) **Grant T&Cs** has the meaning ascribed to it in Article 1.1 of these Grant T&Cs;
 - (j) **IP Rights** mean any and all registered and (un)registered (inter)national intellectual property rights, including but not limited to copyrights, database rights, patent rights, trademark rights, trade secrets and know how;
 - (k) **Metakids** means the Stichting Metakids, (1014 BM) Zekeringstraat 17A, Amsterdam, The Netherlands, Dutch Chamber of Commerce: 05067806;
 - (l) **Payment Schedule** has the meaning as ascribed to it in Article 5.1 of these Grant T&Cs;
 - (m) **Project** means the project as described and detailed in the Application Form and/or Application T&Cs;
 - (n) **Results** mean any and all results, information, data, documentation, outcome and intangibles ensuing from the Project whether or not such results are capable of being protected by IP Rights or not;

- (o) **Third Party** means any legal entity or natural person not being Metakids or Grantee.
(p) **WAR** means Metakids scientific advisory board (*Wetenschappelijke Adviesraad*).

3. GRANT

- 3.1 Explicitly subject to Article 3.3 of these Grant T&Cs and on the condition that Grantee shall fully comply with the Grant Agreement, including the Grant T&Cs and Application T&Cs, Metakids shall pay the Grantee the Grant in accordance with the Payment Schedule.
- 3.2 Grantee acknowledges and agrees that Metakids only provides funding of the Project and only for the amount, period and purposes as set out in these Grant T&Cs and/or the Application T&Cs.
- 3.3 Metakids only provides the Grant to Grantee and only has to pay the amount due on the explicit condition that Metakids, in its own reasonable assessment, has sufficient financial means to make the payment at the time the payment of the amount is due. The aforementioned is particularly the case when the Project covers multiple Financial Years. Each Grant or promised amount is therefore subject to this condition precedent (*opschortende voorwaarde*).

4. PROJECT

- 4.1 Grantee is responsible for a proper executing of the Project, including ensuring that the quality of the Project meets scientific and industry standards. Grantee shall further execute the Project in accordance with (any and all terms and conditions of) the Application Form(s), the Application T&Cs and these Grant T&Cs.
- 4.2 The Project will start ultimately on the date stated in Metakids' Confirmation Letter ("**Start Date**") and will be finished at the date included in the Confirmation Letter ("**End Date**").
- 4.3 Grantee shall be responsible to obtain any and all permits, licenses, approvals and/or other authorizations, including but not limited to medical-ethical review committees, Centrale Commissie Mensgebonden Onderzoek (CCMO), Commissie WBO (wet Bevolkingsonderzoek) or animal experiments commissions, required to run the Project and Grantee shall not start or run the Project if Grantee has not obtained such permits, licenses and/or authorizations. Grantee shall provide such permits, licenses, approvals and/or authorizations to Metakids prior to starting the Project.
- 4.4 Grantee shall keep a proper (financial) administration of the Project and shall procure that all original documents are retained for a period of seven (7) years ears after the End Date and will provide these to Metakids, if requested within this period.
- 4.5 Grantee shall regularly, but at least annually, provide Metakids with a (scientific) status report of the Project, including providing (scientific and financial) status and progress updates, in accordance with the templates and requirements and at the dates prescribed by Metakids in the Confirmation Letter. At Metakids' first request, Grantee shall, and shall ensure that its employees, researchers and any and all other persons involved in the Project, will provide Metakids with any and all (scientific and financial, status and progress) information with respect to the Project. In case a Project runs for more than twelve (12) months, Grantee shall within thirty (30) days after each period of twelve (12) months, provide Metakids with a report as mentioned in this Article 4.5 in order to enable the WAR to determine whether sufficient progress has been made and/or whether Grantee has met the goal(s) and/or milestones of the Project. Reference is made to the provisions of Article 10 hereof.

- 4.6 Within sixty (60) days after the End Date, Grantee shall provide Metakids, in accordance with the templates and requirements prescribed by Metakids, with an end report, which shall contain a financial and substantive report of the Project, including but not limited reporting on the outcome of the Project, activities done and results achieved. Reference is made to the provisions of Article 10 hereof. In case the grant is higher than one hundred twenty five (125.000) Euros Grantee shall also, within sixty (60) days after the End Date, provide to Metakids a declaration of an independent third party auditor (*accountantsverklaring*) which details how and in which way the Grants has been spent by Grantee. Any subsequent tranche of the Grant will only be paid out after a positive advice of Metakids' Scientific Advisory Council (WAR) on the (progress made in the) Project and after approval of the final (material and financial) report of the Project by the board of Metakids. Metakids may decide, at its sole discretion and/or in consultation with the WAR, to give Grantee the opportunity to resolve any serious shortcomings in consultation with the WAR. In such case, Metakids may, at its sole discretion, pose (additional) conditions upon Grantee. The final tranche will then only paid out if the shortcomings have been resolved to the satisfaction of the WAR and Metakids.
- 4.7 Metakids is allowed to engage an independent third party accountant firm to perform an audit on (the financial administration of) Grantee to verify whether complies with the Application Form(s), the Application T&Cs and these Grant T&Cs. The costs of such audit shall be borne by Metakids, unless the audit evidences any irregularities, in which case Grantee shall bear the costs for the auditor. In case Metakids decides to audit Grantee, Metakids shall make further arrangements with Grantee regarding the work of the auditor in order to protect the legitimate interests of Grantee.
- 4.8 Grantee shall comply with any and all applicable laws, legislation, regulations, governmental decrees and decisions and code of conducts, including but not limited to Code for Biosecurity (*Gedragcode Biosecurity*), Code Openess Animal Experiments (*Code Openheid Dierproeven*), when running the Project. Grantee acknowledges and agrees that during the term of the Project, new laws, legislation, regulations, governmental decrees and decisions, and code of conducts can come into force. If so, Grantee shall ensure that it shall also comply with these new laws, legislation, regulations, governmental decrees and decisions and/or code of conducts.
5. PAYMENT DETAILS
- 5.1 The payment schedule in the Confirmation Letter sets forth the total Grant, conditions for payment, payment details, frequency of payments, start date and end date of the Project and/or any other relevant (payment) terms and details ("**Payment Schedule**"). With respect to the total Grant, Metakids only finances material costs and personnel costs directly attributable to the Project of employees who are employed or specifically hired for the Project. These personnel costs only include a contribution to the gross salary, social security contributions, holiday allowance and all additional social security contributions, and Metakids will therefore not compensate any other costs, such as for instance other personnel costs and overhead costs. A staff position financed by Metakids must be occupied by one and the same project leader for the entire duration of the Project, unless this is notified in advance in writing to Metakids and approved in writing by Metakids. Proceeds and expenses of a Project that are allocated through internal calculations shall be determined on business and socially acceptable (*maatschappelijk*) principles. To the extent that this includes charges for tangible fixed assets, these charges shall be calculated on the basis of the acquisition prices of those assets.
- 5.2 Grantee shall only use the Grant for carrying out the Project and in accordance with the expenditures as detailed in the Application Form(s).

5.3 The Grant is excluded VAT and/or any (possible) applicable taxes. Metakids shall not be obliged to pay any VAT and/or other (possible) applicable taxes to Grantee. Grantee hereby fully indemnifies Metakids for any and all third party claims in this respect, including claims from tax authorities.

5.4 Where all or a proportion of the Grant remains unspent at the end of the Financial Year or End Date, including as a result of termination of this Agreement, all or a proportion of the unspent Grant must be repaid to Metakids within thirty (30) working days from the date on which Metakids requested the repayment.

5.5 Grantee acknowledges and agrees that the Grant does not entitle Grantee to any (additional) payments and/or right to any payment for other projects.

6. OTHER OBLIGATIONS GRANTEE

6.1 Grantee acknowledges and agrees that the principles of transparency and visibility are key for Metakids. Consequently, Grantee shall at all times be transparent as to how and in which way the Grant will be spent.

6.2 Grantee shall at all times, and shall ensure that its employees and involved Third Parties shall, act in accordance with and do not violate (any term of the) the Application T&Cs and these Grant T&Cs.

6.3 Guarantee warrants that the Application for Grant Information is correct and that if any of the Application for Grant Information changes during the term of the Project, Guarantee shall immediately inform Metakids in writing thereof.

6.4 Grantee warrants that the Project is not co-financed by any other third party and Grantee shall not request any third party to co-finance the Project, unless Grantee has obtained prior written approval from Metakids.

7. ACCESS AND USE OF RESULTS; IP RIGHTS

7.1 Subject to clauses 7.2 and 7.4 hereof, any and all Results and IP Rights ensuing from the Project will be legally owned by Grantee.

7.2 Grantee hereby grants Metakids a worldwide, perpetual, royalty free, licence to use the Results and IP Rights as it deems fit, including the right to grant sub-licenses to non-commercial third parties to enable such third parties to use the Results and IP Rights to perform further (scientific) research in the field of metabolic diseases.

7.3 Grantee shall regularly, but in any event within 6 months of the End Date disclose to Metakids, the Results and/or the IP Rights.

7.4 In case Grantee commercially exploits the Results and/or the IP Rights ensuing from the Project, Metakids is entitled to receive a reasonable part of the proceeds generated with the commercialization. Grantee shall immediately inform Metakids in writing when it expects to commercially exploit the Results and/or the IP Rights, and Grantee shall in any event inform Metakids in writing when Grantee applies for patent protection (files application for patents).

7.5 Grantee warrants that it will take any and all reasonable steps to ensure that the Results and/or the IP Rights ensuing from the Project will not infringe any intellectual property rights of any third party.



Grantee agrees to indemnify and hold Metakids harmless against all liability, loss, damage, costs and expenses (including legal costs) which Metakids may incur or suffer as a result of any claim of alleged or actual infringement of a third party's intellectual property rights relating to the Results and/or IP Rights ensuing from the Project.

7.6 In case Grantee wishes to publish the Results, Grantee shall mention that the Results have been made possible by the financial support of Metakids.

7.7 Metakids is allowed to include Grantee's details, including name, address and summary of the Project, in its annual report or any (inter)national (scientific) data base.

8. PUBLICITY

8.1 Metakids may use the Project and Grantee's name for publicity purposes, including but not limited and for marketing and fundraising purposes.

8.2 Grantee shall in communicating to Third Parties regarding the Project mention that the Project is made possible by (financial) support of Metakids.

8.3 The Grantee must consult Metakids regarding the content of any promotion or publicity regarding the Project, particularly when using Metakids brand/name or logo, and is therefore obliged to obtain Metakids' written consent before using any such content, name/brand or logo.

8.4 The Grantee shall, cooperate with any reasonable request of Metakids in relation to public relation activities including but not limited to the following:

- a. give multiple presentations if requested, both for a specialist and a broad audience;
- b. give a tour of the at the (research) workplace;
- c. The project leader (or another colleague named in the application) is prepared for publicity and available as a spokesperson for the research;

9. LIABILITY AND INDEMNIFICATION

9.1 Grantee shall be fully liable for any and all damages Metakids incurs in the event such damages are resulting from a violation of any of the terms and conditions of these Grant T&Cs, unless such damages are caused by Metakids' intent (*opzet*) or willful recklessness (*bewuste roekeloosheid*).

9.2 Metakids shall not be liable for any damages incurred by Grantee, unless such damages are caused by Metakids' intent (*opzet*) or willful recklessness (*bewuste roekeloosheid*).

10. SUSPENSION; TERMINATION

10.1 Save as set forth elsewhere in these Grant T&Cs, and without prejudice to Metakids other rights and remedies under the applicable law, Metakids shall have the right to suspend and/or to terminate the payment of the Grant or any sums of money to Grantee and/or to claim back from Grantee any payments made and/or suspend or (partially) terminate its contractual relationship with Grantee in case:

- (i) Grantee is in violation of any of the terms and conditions of the Grant Agreement, including the Application Form(s), the Application T&Cs or these Grant T&Cs or the Application for Grant Information provided to Metakids is not correct;

Initials for approval:

- (ii) the content, set up, timing, purpose and/or costs allocation and/or budget of the Project have been changed without prior written approval of Metakids;
- (iii) Grantee has not started the Project prior to the Start Date or Grantee unilaterally terminates the Project, without having finished the Project, prior to the End Date or Grantee is not able to continue the Project or Grantee is not able to finish the Project prior to the End Date;
- (iv) the WAR has determined on basis of the (scientific) status report(s) and/or information provided by Grantee that insufficient progress has been made and/or whether the goal(s) and/or the milestones have not been reached;
- (v) Grantee has requested or has been granted a suspension of payments; has filed for bankruptcy or has been declared bankrupt; has offered its creditors a composition in or outside a bankruptcy, or has ceased to exist or has been dissolved;
- (vi) of unforeseen circumstances, which lead to a situation that, taking the principles of reasonableness and fairness into account, it cannot be expected from Metakids to continue the agreement with Grantee as is;
- (vii) Grantee is subject to criminal investigations or proceedings or otherwise is or has been involved in any conduct that may harm the reputation of Metakids;
- (viii) there is an investigation started by (prosecuting) authorities or a claim filed (before a court, an administrative authority or any competent legal authority) by a third party or governmental authority, or any agency thereof, that the Grantee violates applicable laws, rules or regulations.

11. CONFIDENTIALITY

11.1 Without prejudice to Article 7 and Article 8 of these Grant T&Cs, Metakids and Grantee will treat the terms and conditions of the Grant Agreement, including the Grant T&Cs and the other's information, as confidential ("**Confidential Information**"), and keep it safe and will not disclose it to a Third Party without the original owner's prior written consent unless disclosure is expressly permitted by these Grant T&Cs.

11.2 Metakids and Grantee may disclose each other's Confidential Information to their respective employees, who are directly involved in carrying out and the administration, implementation and performance of the Project and who need to know the information. Where it makes such disclosure, Metakids and Grantee will contractually ensure that such Employees:

- (a) are aware of and shall comply with the confidentiality obligations under these Grant T&Cs; and
- (b) do not use any of Metakids' Confidential information that is received for purposes other than the implementation of the Project and in line with these Grant T&Cs.

11.3 Clause 11.1 will not apply to the disclosure of information that:

- (a) is a requirement of law placed upon Metakids or Grantee, as the case may be, making the disclosure by an order of a court of competent jurisdiction or in order to comply with requirements posed by the applicable law;
- (b) occurs because information was in the possession of Metakids or Grantee, as the case may be, making the disclosure without any obligation of confidentiality to the information owner and prior to any disclosure;
- (c) was obtained from a Third Party who was not subject to an obligation of confidentiality;
- (d) was already in the public domain at the time of disclosure and this was not due to a breach of these Grant T&Cs;

- (e) was developed independently without access to the other Party's confidential information.

12. DISPUTE RESOLUTION

- 12.1 This Grant Agreement and the agreements concluded in the performance of or in connection with this Grant Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are exclusively governed by and will be interpreted in accordance with Dutch law without regard to the conflict of laws principles of the Netherlands or any other jurisdiction. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
- 12.2 Any and all disputes related to this Agreement or the agreements concluded in the performance of or in connection with this Agreement will be submitted exclusively to the competent court of Amsterdam, the Netherlands.

13. MISCELLANEOUS

- 13.1 Entire Agreement. This Grant Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter of this Agreement.
- 13.2 Amendments. Any amendment, waiver or modification to this Agreement shall only be made in writing by the Parties.
- 13.3 Transfer and Assignment. Grantee shall not have the right to transfer or assign (including not by way of a (de)merger), in full or in part, this Agreement, or any agreement concluded in the performance or in connection with this Agreement, or one or more of its rights and/or obligations thereunder, to a Third Party without the prior written consent of Metakids.
- 13.4 Relationship between the Parties. Nothing contained in this Agreement constitutes a representation or agreement that the Parties are members of any partnership, joint venture, association, syndicate, agency or other entity for any purpose whatsoever and the Parties hereto agree and acknowledge that they are independent contractors as their services relate to each other. Neither Party has the authority to contract for nor bind the other in any manner whatsoever. Nothing in this Agreement can be construed as implying joint liability between the Parties.
- 13.5 No contracting. Grantee may not sub-contract any of its obligations hereunder to a Third Party.
- 13.6 No Waiver. The failure of any Party to assert any of its rights under this Agreement will not be deemed to constitute a waiver of that Party's right thereafter to enforce each and every provision of this Agreement in accordance with its terms.
