



GRANTS  
FOR SCIENTIFIC  
RESEARCH  
2024/2025

16<sup>th</sup>  
edition

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

### **PREAMBLE**

With the aim of fostering research into the healthy human being, both from the physical and spiritual point of view and particularly in themes largely still unexplored but which warrant further and rigorous scientific analysis, BIAL Foundation has established a Grants Programme for Scientific Research, which is the subject matter of this Regulation.

### **CHAPTER I – GENERAL PROVISIONS**

#### **Article 1. – Scope**

The present Regulation sets forth the rules, terms and conditions applying to the award of Grants for Scientific Research (hereinafter referred to as “Grants”) by BIAL Foundation in the areas of Psychophysiology and Parapsychology.

#### **Article 2. – Grants**

The award of Grants involves the attribution of financial support in the terms and conditions described in this Regulation and in the Research Funding Agreement (hereinafter referred to as “Agreement”), as per the template attached to this Regulation as Annex I, which forms an integral part of it.

#### **Article 3. – Purpose**

The Grants foreseen in the present Regulation are awarded for the purpose of carrying out scientific research activities in the fields of Psychophysiology and Parapsychology, with the aim of fostering the research into less studied aspects of the human being, both from the physical and spiritual point of view.

#### **Article 4. – Addressees**

1. The Grants are directed to all scientific researchers, either individually or in group, except to those working for BIAL Foundation or for any of the companies which are part of BIAL Group, in Portugal or in other countries.
2. The Principal Investigator, who is the Grant Holder (under the terms defined below), shall be responsible for coordinating the Research Project and shall serve as the interlocutor with BIAL Foundation, and in the name and on behalf of the other members of the research team (when applicable).
3. The Principal Investigator and the co-Principal Investigator with ongoing Research Project(s) funded by BIAL Foundation may also apply; however, they shall only benefit from new Grants after the successful completion of those Research Projects, as set forth in article 9(2) of this Regulation.

#### **Article 5. – Goals of the applicants**

The goals to be met by the applicants for the Grants shall be set out by the Research Project under application.

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

### **Article 6. – Amount of the Grants**

The approved applications shall benefit from Grants in an amount to be determined by BIAL Foundation at its sole discretion within the limit established in the opening Announcement of the respective edition.

### **Article 7. – Duration and commencement of the Grants**

1. The total duration of the Grants foreseen in this Regulation cannot exceed three years, with no minimum duration.
2. The timelines for completion of the Research Project may, however, be extended for additional periods in accordance with articles 21 to 24 of this Regulation. Such extension of the timelines does not entail any increase of the amount of the Grants that may be approved pursuant to article 6 of this Regulation.
3. The Grants shall be initiated in the period comprised between 1st January and 31st October, 2025.

## **CHAPTER II – GRANTS SYSTEM**

### **Article 8. – Statute of Grant Holder**

1. A Grant in accordance with this Regulation awards to the Principal Investigator the statute of Grant Holder of BIAL Foundation (hereinafter referred to as “Grant Holder”).
2. The Grants awarded in accordance with this Regulation do not create or substantiate either employment, labour, working, agent or partner contracts or services agreements with BIAL Foundation.
3. The statute of Grant Holder is automatically obtained on the starting date of the Research Project, which must be mentioned in the Agreement previously and duly signed, and ceases as per article 26 of this Regulation.

### **Article 9. – Grant system**

1. The functions of Grant Holder shall be performed in accordance with the provisions of this Regulation and the Agreement.
2. The Principal Investigator and the co-Principal Investigator with ongoing research project(s) supported by BIAL Foundation may submit applications for the new Grant edition; however, attribution of new Grants shall be subject to the full completion of any ongoing research project of their responsibility.
3. The above-mentioned requirement relating to the successful completion of the ongoing project(s) does not apply to the team members who are not Principal Investigator or co-Principal Investigator of the new research project.

### **Article 10. – Rights of the Grant Holder**

Without prejudice to the provisions of this Regulation and the applicable legal provisions, the Grant Holder has the following rights set forth in this Regulation:

- a) To receive the funding attributed to them by BIAL Foundation, and which will be delivered to them by the respective Host Entity, under the terms set forth in the Agreement and in this Regulation;

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

- b) To obtain from the Host Entity the technical and logistical support required to perform the Research Project, under the terms agreed with the said Entity and provided for in the Agreement;
- c) All other rights deriving from the law, the present Regulation or the Agreement.

**Article 11. – Duties / Obligations of the Grant Holder**

The Grant Holder under this Regulation shall comply with the following:

- a) To perform the Research Project as described in the application, which includes among others the “Expected outputs”, and agreed to in the Agreement, which cannot be unilaterally changed;
- b) To comply with the procedures and internal operating rules of the Host Entity;
- c) If applicable, obtain authorization from the Host Entity to request any changes to the timeline for completion and/or the budget of the Research Project from BIAL Foundation;
- d) To promptly inform BIAL Foundation of the occurrence of any reason that may lead to the termination of the statute of Grant Holder hereunder;
- e) To promptly inform BIAL Foundation of the occurrence of any fact or event that may adversely affect or impact on the normal development of the Research Project;
- f) To respond in a timely manner to requests made by BIAL Foundation within the scope of the Grant;
- g) To provide BIAL Foundation with the Reports and/or documents pursuant to the provisions of the Agreement;
- h) If applicable, to deliver to the Host Entity where the Research Project was completed, at the end of the Research Project, the equipment paid for by the Grant awarded by BIAL Foundation; if the Research Project is not completed or in case said Host Entity is not interested in the equipment, it shall be delivered to BIAL Foundation;
- i) To comply with the general principles of good practices, ethics and scientific integrity;
- j) To comply with the other obligations resulting from the law, the present Regulation and the Agreement.

**Article 12. – Publication and Mention of Support**

1. Open science policies and practices in the scope of the Research Project are encouraged and valued.
2. The Grant Holder within the scope of this Regulation, expressly authorizes BIAL Foundation to, free of charge, use, reproduce and publish on its webpages, including, without limitation, on [www.bialfoundation.com](http://www.bialfoundation.com), the Scientific Final Report issued on the completion of the Research Project allowing any user to freely access it at all time and without costs and content restrictions, provided the exact reference to the authorship is guaranteed and they further authorize the archive of the Scientific Final Report (in physical and/or electronic/online format) at BIAL Foundation's document repository.
3. The Grant Holder grants BIAL Foundation a free, perpetual license (according to the duration of the applicable copyrights), without geographical limit, transferable and sublicensable to use, reproduce, distribute, disclose, publish and make available to the public, without limitation of means, place or form (including without limitation, on

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

its websites, social networks and other electronic platforms accessible to the general public), the Final Scientific Report, in whole or in part, in its original or translated language, for any intended purposes.

4. The preceding paragraphs shall not affect nor prejudice the ownership, recognition and protection of the intellectual property rights established by law.
5. All the works published or oral presentations performed by the Grant Holder, by virtue of, within the scope of, or as a consequence of the Grant awarded by BIAL Foundation for the conduct of the Research Project, shall expressly mention that such works or presentations have been financially supported by BIAL Foundation.

### CHAPTER III – FINANCIAL CONDITIONS OF THE GRANTS

#### Article 13. – Components of the Grant

1. The Grant shall consist of the payment, in three or more instalments, of a monetary amount to be defined, within the framework of the amounts previously established pursuant to article 6 of this Regulation, in accordance with the specific needs of each Research Project and under the terms freely approved by BIAL Foundation.
2. The pecuniary amount referred to in the previous number shall be understood as a maximum amount, which shall be paid by BIAL Foundation after verification and approval of the documents of expenses of each Research Project duly submitted.
3. Meal, holiday, Christmas or any other similar subsidies, payments or allowances shall not be considered eligible. Likewise, overheads/indirect costs or payments for the use of spaces or equipment belonging to the Host Entity or to the Research Centre where the Research Project will be held, shall not be accepted nor paid by BIAL Foundation in any case whatsoever, with the exception of payments for the use of neuroimaging devices for computed tomography (CT), magnetoencephalography (MEG), magnetic resonance imaging (MRI), positron emission tomography (PET), single-photon emission computerized tomography (SPECT), functional near-infrared spectroscopy (fNIRS).

#### Article 14. – Payment

1. Payments due to the Grant Holder shall be made directly and exclusively to the Host Entity, in Euro, on an annual or bi-annual basis to be defined in accordance with the schedule of the Research Project.
2. Grant payments are made by bank transfer to the Host Entity's bank account indicated in writing to BIAL Foundation under the terms set forth in the Agreement.

### CHAPTER IV – AWARDING OF GRANTS AND EXTENSION OF TERM

#### Section I – Process for Awarding Grants

#### Article 15. – Publicity

1. The call for Grants is publicized by means of announcements in the media including,

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

- without limitation, on the Internet, as well as, whenever appropriate, by *mailings* to be sent to researchers and entities in the field of scientific research, or to other persons or entities who may appropriately contribute to its diffusion in Portugal and abroad.
2. The announcements shall mention, among others, the following information:
    - a) The scope and purpose;
    - b) The addressees;
    - c) The duration and commencement;
    - d) The financial components and payment's periodicity;
    - e) The deadline and way for submitting applications;
    - f) The timeline for notification of decision; and
    - g) The applicable regulation.

**Article 16. – Eligible Applications**

1. The citizens of any country who meet the conditions set forth in this Regulation are accepted as applicants to the Grants of BIAL Foundation.
2. The applications shall be submitted in English within the deadline and in accordance with the conditions set forth in the announcement referred to in the preceding article, namely, by completion of the specific online application form available at [www.bialfoundation.com](http://www.bialfoundation.com) and budgets must be proposed in € euro.
3. Applications must comply with the provisions of these Regulations and with applicable legal and regulatory provisions. Applicants will be responsible for the applications they submit, ensuring that they comply with the provisions of this Regulation.
4. The applications shall include the required information, namely the applicant's *Curriculum Vitae*, the abstract of the Research Project and corresponding schedule and budget, as well as the identification of the Host Entity and Research Centre (if applicable) where the Research Project is to be performed.
5. When the Research Project involves animals and/or human subjects, it must be accompanied by documentary evidence of its submission to approval by the competent ethics committee(s) authority(ies).
6. The processing of applications will be done exclusively by electronic means, without prejudice, whenever required and applicable, to the request of original documents in accordance with Article 19(3) of this Regulation.
7. Applications regarding the following projects will not be considered eligible:
  - a) Projects from Clinical or Experimental Models of Human Disease and Therapy;
  - b) Projects whose main scope is eating behaviour, sexual behaviour or physical exercise;
  - c) Projects of fundamental neuroscience (cellular, molecular and biochemical mechanisms of brain functioning) that are not directly and unequivocally associated with a psychophysiological measure.
8. Applications without a Host Entity shall not be accepted.
9. BIAL Foundation is not responsible for the possible non-receipt of applications resulting, namely, from possible service interruptions or network failures or breaches of security in the applicants' email. The applicant/Grant Holder's email indicated in the application form must be active and updated during the initiative foreseen in this

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

Regulation, which includes the application phase and, when applicable, the post-award phase.

### **Article 17. – Assessment of applications**

1. The assessment of the applications shall be the responsibility of the Scientific Board of BIAL Foundation, composed of at least forty persons of recognized scientific merit.
2. BIAL Foundation may invite the applicant to review the Application, namely, to proceed to the modification of the corresponding research project schedule and budget.

### **Article 18. – Notification of decision**

1. The funding decision (positive or negative) shall be disclosed to applicants within 4 (four) months from the final deadline of the call.
2. The decision mentioned in the preceding paragraph is final and is not subject to appeal.

### **Article 19. – Timeline for acceptance; ethics committee approval**

1. Within the period of 20 (twenty) days upon the notice of decision to award of the Grant, the applicant shall provide BIAL Foundation with a written and signed declaration confirming the acceptance of the Grant, to be awarded in pursuance of this Regulation, and stating the effective date of commencement of the Grant, which shall, in any event, be subject to the fulfilment of requirements and signature of the Agreement.
2. Failure to timely present the declaration referred to in the preceding number shall be considered, for all legal and regulatory purposes, a waiver of the Grant in pursuance of this Regulation.
3. BIAL Foundation reserves the right to request the applicant to present the originals of the documents submitted electronically with the application, at the latest on the date of signing of the Agreement, under penalty of automatic cancellation of the decision of Grant award.
4. The applicant shall also provide BIAL Foundation, prior to signature of the Agreement, with a copy of the approval of the Research Project by the competent ethics committee(s)/authority(ies). No Agreement will be issued and signed unless such document is previously provided to BIAL Foundation.

### **Article 20. – Research Funding Agreement**

1. The awarding of a Grant shall take place in the conditions described in the tripartite Agreement to be executed by and between BIAL Foundation, the Grant Holder and the Host Entity where the Research Project is to be performed.
2. The Agreement shall be in writing, according to the template attached hereto as Annex I.

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

### **Section II – Procedure for extension of the timeline for the Research Project**

#### **Article 21. – Request**

Any request for extension of the timeline for completion of the Research Project shall be presented in a duly justified request, together with any documents requested by BIAL Foundation, no later than thirty days before the agreed final date of completion of the Research Project.

#### **Article 22. – Supporting documents**

The request for an extension of the timeline for completion of the Research Project shall be submitted together with the documents required by BIAL Foundation, which may include, among others, the following:

- a) Report of the work performed;
- b) Copy of the publications resulting from the activity developed; and
- c) Revised project and payment schedules.

#### **Article 23. – Assessment of the requests for extension of timeline**

The requests for extension of the timeline for completion of the Research Project shall be decided by the Executive Committee of BIAL Foundation.

#### **Article 24. – Research Funding Agreement**

The extension of the timeline for completion of the Research Project does not require the signature of a new Agreement.

### **CHAPTER V – TERMINATION OF THE RESEARCH FUNDING AGREEMENT AND SANCTIONS**

#### **Article 25. – Termination of the Research Funding Agreement**

Without prejudice to all other legal grounds, the following are causes for termination of the Agreement:

- a) Completion of the Research Project;
- b) Serious or repeated breach by one of the Parties to the Agreement and of this Regulation, which includes, but is not limited to the allocation by the Grant Holder of the awarded amount to a purpose other than the Research Project, failure to submit the reports within the deadline, the unauthorized modification of the Research Project and the non-completion of the Research Project;
- c) Provision of false statements by the Grant Holder;
- d) Termination by mutual agreement or modification of the circumstances;
- e) The execution by the Grant Holder of an employment relationship with BIAL Foundation or with any company belonging to BIAL Group, in Portugal or abroad.

#### **Article 26. – Cancellation of the statute**

The termination of the Agreement shall determine the cancellation of the statute of Grant Holder.

## GRANTS FOR SCIENTIFIC RESEARCH 2024/2025

### Article 27. – Sanctions

1. In the event of a serious or repeated breach by the Grant Holder of the obligations undertaken pursuant to this Regulation and of the Agreement, BIAL Foundation shall be entitled to request from the Grant Holder the full or partial refund of the amounts paid by BIAL Foundation, depending on what BIAL Foundation decides. Refund of such amount shall be made within 60 (sixty) days after receiving a written notice by BIAL Foundation.
2. Without prejudice to the provisions of article 25<sup>o</sup> of this Regulation, the following are grounds that may determine the reduction of the amount of the Grant, in particular and where applicable:
  - a) Failure to meet part of the main objectives set out in the Application for reasons attributable to the Grant Holder;
  - b) Substantial non-execution of the Application as approved;
  - c) Changes to the determinant elements of the funding decision that compromise the Application merit.
3. BIAL Foundation reserves the right to refuse the application of former Grant Holder who has repeatedly violated their legal and contractual obligations, including, without limitation, those concerning the acknowledgement of the financial support of BIAL Foundation in all the works published or oral presentations made by virtue of, within the scope of or as a consequence of a Grant awarded by BIAL Foundation.

## CHAPTER VI – FINAL PROVISIONS

### Article 28. – General Provisions

1. This Regulation shall be governed by the Portuguese law and enters into force upon its publication on BIAL Foundation website.
2. Any disputes arising from the Grants program, including without limitation regarding the interpretation or application of this Regulation, shall be submitted to the exclusive jurisdiction of Porto Courts, Portugal.
3. Without prejudice to the liability that may arise from the applicable legislation, BIAL Foundation is not responsible for eventual damages or losses suffered by the applicant or the Grant Holder as a result of their application under the terms set out in this Regulation and/or the receipt and use of the Grant.
4. Any matter not specifically set forth in this Regulation shall be resolved by BIAL Foundation. The amendment of this Regulation shall be undertaken by BIAL Foundation.
5. Any amendments to this Regulation will be disclosed to Applicants who have already submitted applications, by sending an email to the email addresses indicated by them when submitting their application.

## ANNEX

Annex I – Template of the Research Funding Agreement

## Annex I – Template of the Research Funding Agreement

**Note:** This template of the Research Funding Agreement is only for information at this stage. It shall be signed by the Bial Foundation, the Principal Investigator and the Host Entity afterwards, in case the project is selected for funding and all other necessary conditions and requirements are met.

### **RESEARCH FUNDING AGREEMENT**

#### **By and Between**

**FUNDAÇÃO BIAL**, a public utility entity, with identification No. 503 323 055 and address at à Avenida da Siderurgia Nacional, 4745-457 Coronado (S. Romão e S. Mamede), Trofa, Portugal, represented by the undersigned Members of the Board of Directors, hereinafter referred to as “**BIAL Foundation**”,

#### **And**

....., national of ....., holder of the identification card/Passport No. ...., valid up to ..... and with address at ....., hereinafter referred to as “**Applicant**”, “**Grant Holder**” or “Principal Investigator”,

#### **And**

....., [insert name of host entity/research entity] registration number / VAT number (to be filled as applicable) ....., and with address at ....., represented by ..... [include name and capacity of the signatory(ies)], hereinafter referred to as “**Host Entity**”.

Being BIAL Foundation, Grant Holder and Host Entity hereinafter individually referred to as a “Party” and collectively the “Parties”.

#### **Whereas:**

- I. With the aim of fostering the scientific study of the healthy human being from both the physical and mental processes, specifically in the areas of Psychophysiology and Parapsychology, BIAL Foundation promoted the opening of its Grants Programme for Scientific Research .../...., which Regulation was made publicly available in .....
- II. On the ....., the Applicant filed the Application with respect to the Research Project “.....”, to which has been attributed the No. .../....;

III. [Upon BIAL Foundation’s suggestion, the Applicant has revised the Application and has proceeded to the modification of the corresponding project schedule and/or budget;] (if applicable)

IV. BIAL Foundation, after consultation with the Scientific Board, decided to award the Applicant a Grant for Scientific Research in the amount and under the conditions established herein.

The Parties, in good faith, enter into the present Research Funding Agreement (hereinafter referred to as “**Agreement**”) that will be governed in accordance with the terms and conditions of the Regulation of Grants for Scientific Research of BIAL Foundation – edition 2024 (hereinafter referred to as “**Regulation**”), the recitals above and the following Clauses:

**First**

Without prejudice to other information set out in the Grant Holder’s Application process, approved by BIAL Foundation, here deemed to be reproduced for all legal purposes (hereinafter referred to as "Application"), the Research Project “.....” - (hereinafter referred to as "Research Project") has the following key points:

Scientific Domain(s): .....

Specific Aims: .....

Duration (commencement and completion date): .....

Grant Holder/Principal Investigator: .....

Host Entity/Principal Research Centre: .....

Global Budget: € ..... (...euro).

**Second**

1. BIAL Foundation awards the Grant Holder a grant, exclusively for the performance of the Research Project, in the global amount of €..... (..... euro). Provided that the provisions of this Agreement are complied with, in particular and without limitation, this Clause Second, such amount of €..... (..... euro) shall be paid directly and exclusively to the Host Entity, in instalments as follows:

a) €..... (..... euro) to be paid after this Agreement is signed by all the Parties;

b) €..... (..... euro) to be paid .....

c) €..... (..... euro) to be paid .....

- d) €..... (..... euro) to be paid .....
2. The payment of each instalment – except for the first one - mentioned in paragraph 1 above is subject to the (i) previous submission, by the Grant Holder through the BIAL Foundation Grants Management System (BF-GMS), of the Scientific and Financial Progress and Final Reports (as the case may be) and (ii) approval of such reports by BIAL Foundation.
  3. Subject to verification of the provisions of the preceding paragraph 2, the instalments mentioned in paragraph 1 of this Clause Second shall be paid as follows:
    - a) First instalment shall be disbursed after execution of this Agreement by all Parties and after the commencement date of the Research Project;
    - b) Subsequent interim instalments shall be disbursed only (i) upon approval by BIAL Foundation of the scientific and financial progress reports submitted by the Grant Holder and (ii) when the expenses incurred roughly correspond to the amount already paid under the Agreement;
    - c) The last instalment in the amount corresponding to no less than 10% (ten percent) of the Grant will be reimbursed only after the final requirements are met, which include, without limitation, the approval by BIAL Foundation of the scientific and financial final reports and a paper accepted for publication in a peer-reviewed journal stemming directly from the Research Project (if applicable). For the avoidance of doubt, the Parties agree that the last instalment shall only be reimbursed in case the total awarded amount has already been expended.
  4. Payment of the amount provided for in this Clause Second shall be made by bank transfer directly and exclusively to the Host Entity's bank account indicated in the form uploaded to the BIAL Foundation Grants Management System (BF-GMS), accompanied by a proof of Host Entity's bank account details issued by the bank, which can be also got through homebanking.
  5. BIAL Foundation shall not be responsible for any other costs and expenses whatsoever which are not expressly approved by BIAL Foundation pursuant to this Agreement and not referenced in the approved Application.

### **Third**

1. This Agreement shall not be interpreted as being, or giving cause to, an employment, labour, working, agent or partner contract or services agreement, and, therefore, the Grant Holder shall not be deemed as a worker, agent or representative of BIAL Foundation.
2. Without prejudice to the liability that may arise and result from applicable legal provisions, BIAL Foundation shall have no liability for any damage or loss

suffered by the Grant Holder and/or Host Entity in connection or as a result of the execution of this Agreement and the receipt of the grant awarded to the Grant Holder.

3. The Grant Holder and the Host Entity undertake to reimburse BIAL Foundation in case it is held liable, under any title, for any breach of this Agreement by the Grant Holder and/or the Host Entity.

#### **Fourth**

1. The Grant Holder undertakes to perform the Research Project exactly as described in the Application, which includes among others the “Expected outputs”, and to promptly inform BIAL Foundation of any facts or occurrences that may affect the normal development of the Research Project.
2. The Research Project, including but not limited to the work plan, project schedule and corresponding budget, cannot be modified unless if any change thereto is previously approved in writing by BIAL Foundation.
3. The Grant Holder undertakes to present, in accordance with the requirements set out in the Annex to this Agreement, both the Scientific and Financial Final Reports within the maximum period of one month after the completion or interruption of the Research Project.
4. The award of new Grants by BIAL Foundation to the Grant Holder for any other research programmes shall be subject to the previous full completion of the Research Project to which this Agreement refers.

#### **Fifth**

1. The financial reports shall expressly specify the costs and expenses incurred per budget item, which shall be evidenced by the copies of the documents justifying and evidencing such costs and expenses.
2. In the event that it is not possible to provide the copies of the said documents evidencing the costs and expenses incurred, the Grant Holder shall duly justify that situation and present a declaration written on the official letterhead paper of the institution and signed by a financial officer or accountant of the Host Entity, stating that the corresponding costs and expenses, discriminated by budget item, have been incurred during and for the purposes of executing the Research Project supported by BIAL Foundation.
3. The payments to be made by BIAL Foundation under this Agreement shall be in Euro currency and the expenses included in the financial reports must be reported in Euro. In the event that expenses are incurred in currencies other than Euro, the Grant Holder shall use, in each financial report, the exchange rate in force on the instalment previously received.

4. The Grant Holder and the Host Entity undertake to return to BIAL Foundation the amount of the Grant which cannot be justified by proper documented evidence as per paragraphs 1 and 2 of this Clause Fifth. Return of such amount shall be made within 60 (sixty) days after receiving a written notice by BIAL Foundation requesting such return pursuant to this Clause.

#### **Sixth**

1. At the end of the Research Project, the equipment paid for by the Grant awarded by BIAL Foundation, if applicable, will become the property of the Host Entity where the Research Project was completed.
2. In the event the said Host Entity is not interested in the equipment or in case the Research Project is not completed, the equipment shall be delivered to BIAL Foundation.

#### **Seventh**

1. The industrial and intellectual property rights eventually derived from the Research Project shall be the property of the Grant Holder or of the person or entity the Grant Holder assigns them to.
2. It is the Grant Holder and Host Entity's exclusive responsibility to verify, ensure and guarantee that there is no conflict between the conduct of the Research Project and any contractual obligation with third parties. Additionally, the Grant Holder and Host Entity represent and warrant that the Research Project and its results do not infringe any third parties' rights, including without limitation, industrial or intellectual property rights.
3. The Grant Holder undertakes to acknowledge the financial support received from BIAL Foundation in all the works published or oral presentations performed by virtue of, within the scope of or as a consequence of the Grant awarded by BIAL Foundation for the conduct of the Research Project.
4. The Grant Holder grants BIAL Foundation a free, perpetual license (according to the duration of the applicable copyrights), without geographical limit, transferable and sublicensable to use, reproduce, distribute, disclose, publish and make available to the public, without limitation of mean, place or form (including without limitation, on its websites, social networks and other electronic platforms accessible to the general public), the Final Scientific Report, in whole or in part, in its original or translated language, for any intended purposes. Thus, as long as the exact reference to the authorship and source is guaranteed, the Grant Holder expressly authorizes BIAL Foundation to, free of charges, use, reproduce and publish on its webpages, including, without limitation, on the [www.bialfoundation.com](http://www.bialfoundation.com), the Scientific

Final Report issued on completion of the Research Project allowing any user to freely access it at all time and without costs and content restrictions. The Grant Holder further authorizes the archiving of the Scientific Final Report at BIAL Foundation's document repository.

5. If the Scientific Final Report contains information that the Grant Holder does not intend to disclose to the public, the Grant Holder can inform and provide BIAL Foundation with an additional interim/shorter report to be uploaded temporarily into BIAL Foundation online database. In this case, BIAL Foundation will subsequently replace such interim report by the Scientific Final Report within 3 (three) years from the date of its submission in the BIAL Foundation Grants Management System (BF-GMS) or once the Grant Holder authorises BIAL Foundation to disclose the Scientific Final Report, whichever occurs first.
6. The preceding paragraphs shall not affect nor prejudice any recognition and protection of the copyrights as established by law. The Grant Holder is solely responsible for the effective protection of the results of the Research Project.

### **Eighth**

1. The Parties agree to comply with all applicable privacy laws and regulations. BIAL Foundation expects the Grant Holder to conduct the Research Project in a manner that ensures privacy and personal data protection of any individual involved, ensuring all data subject's rights in compliance with applicable privacy laws and regulations. The Grant Holder must ensure an appropriate legal basis to conduct the Research Project and use of health data. Prior to receiving any report, BIAL Foundation expects the Grant Holder to remove any information that directly or indirectly identifies any individual that has participated in the Research Project.
2. The Grant Holder and BIAL Foundation members agree that personal data related to them, and the members of the Research Project team may be used by BIAL Foundation for the purpose of reviewing, planning and supporting the Research Project and, where applicable, complying with legal and/or regulatory requirements. Such information may include certain personal data relating to persons who participate or perform work connected to the Research Project, such as name, specialization and contact information. BIAL Foundation may transfer such personal data to companies within BIAL's group, to BIAL's research or business partners, or to relevant governmental authorities. Such recipients may be located outside the country in which the Research Project is being performed.

3. The Grant Holder agrees that BIAL Foundation may use the Grant Holder's picture, name and biographical data, in connection with the promotional activities by BIAL Foundation. More information about personal data processing by BIAL Foundation may be consulted at the Privacy Policy at [www.bialfoundation.com](http://www.bialfoundation.com).

### **Ninth**

1. In addition to any legally stipulated rights, BIAL Foundation shall have the right to terminate this Agreement in the following cases:
  - a) Serious or repeated breach of the Grant Holder's obligations for reasons within the Grant Holder's control, including but not limited to failure to (i) meet the objectives set forth in the Application for the Research Project, (ii) failure to submit the Scientific and Financial Final Reports within the deadline and (iii) non-completion of the Research Project;
  - b) False statements made by the Grant Holder;
  - c) In case of non-compliance with the Regulation of Grants for Scientific Research of BIAL Foundation;
  - d) If the Grant Holder and/or the Host Entity, by their actions, jeopardize the good name/image of any of BIAL Foundation.
2. The resolution of this Agreement and the cancellation of the grant pursuant to this Agreement, constitutes the Grant Holder in the obligation to refund the amounts attributed by BIAL Foundation, in its entirety / or in part, depending on what BIAL Foundation decides in the specific case.
3. BIAL Foundation reserves the right to refuse and/or suspend the payment of the Grant, in whole or in part, whenever the conditions provided for in this Agreement or in the Regulation are not met and/or the Grant Holder does not comply with the provisions of this Agreement and/or Regulation.
4. Without prejudice to the provisions of the Regulation and of this Agreement, including without limitation, this Clause, the following are grounds that may determine the reduction of the amount of the Grant, in particular and where applicable:
  - a) Failure to meet part of the main objectives set out in the Application for reasons attributable to the Grant Holder;
  - b) Substantial non-execution of the Application as approved;
  - c) Changes to the determinant elements of the funding decision that compromise the Application merit.

### **Tenth**

In addition to the right of termination set forth in the preceding Clause Ninth, this Agreement shall be automatically terminated when the Research Project is completed or in case of termination by mutual agreement or change in circumstances, as well as whenever the available funds are insufficient for the payment of the Grant components.

### **Eleventh**

The Grant Holder and the Host Entity acknowledge and accept BIAL Foundation's right to provide any public authority in Portugal or abroad with the legal power to request it, with a copy of this Agreement and any related documents.

### **Twelfth**

1. This Agreement shall be effective as from the date of signature by all Parties and shall be in full force and effect for the exact period agreed to as the duration of the Research Project, unless terminated earlier by either of the Parties in accordance with Clauses Ninth and Tenth above or approved by BIAL Foundation in accordance with paragraph five of this Clause.
2. The regulation set forth in the Regulation of Grants for Scientific Research of BIAL Foundation, of which the Grant Holder and Host Entity hereby declare to have knowledge and to undertake to comply with, will apply to all matters that are not expressly regulated in this Agreement.
3. Host Entity has accepted to be the entity where the Research Project will be performed by the Grant Holder, and the Host Entity declares and warrants that (i) it possesses all the legal and necessary conditions for the performance of the Research Project, (ii) it is not and will not be in breach of any contractual obligation with any third party by entering into this Agreement and (iii) it has no and will not have any conflict of interest by entering into this Agreement.
4. This Agreement shall be governed by and construed in accordance with the Portuguese laws and the Parties hereby irrevocably submit to the exclusive jurisdiction of Porto Courts, Portugal, without giving effect to the conflicts of laws provisions thereof.
5. Except for amendments to the Research Project schedule and budget which could be made by e-mail, neither this Agreement nor any of the terms or provisions hereof may be amended, modified or supplemented except by a written instrument signed by the authorized representatives of each of the Parties hereto. No waiver of any right set forth herein shall be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.

6. The invalidity or unenforceability of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision hereof and the Parties will use their best efforts to replace such provision with a valid and enforceable provision which will achieve, to the extent possible, the same economic, business or other purpose as such invalid or unenforceable provision and to further ensure that the remaining provisions shall not in any way be affected or impaired thereby.
7. Neither the Grant Holder nor the Host Entity may assign its position or rights and obligations under this Agreement to any third party without the prior written consent of BIAL Foundation.
8. The rights and obligations of the Parties, which by intent or meaning will survive any termination (including, but not limited to, the rights and obligations under Clauses Sixth, Seventh, Eighth, Eleventh and Twelfth) shall survive the termination of this Agreement.

The Parties have duly signed this Agreement in the manner legally binding upon them. This Agreement may be executed by means of electronic signature, in any number of counterparts, where all such counterparts taken together will be deemed to constitute one and the same instrument. A signed or e-signed copy of this Agreement delivered by e-mail, or other means of electronic transmission is deemed to have the same legal effects and the same probative force as wet-ink signatures.

**ACKNOWLEDGED, ACCEPTED AND AGREED TO:**

**FUNDAÇÃO BIAL:**

\_\_\_\_\_

Name: Luís Portela  
Capacity: Chairman

\_\_\_\_\_

Name: Daniel Bessa  
Capacity: Board Member

**GRANT HOLDER:**

\_\_\_\_\_

Name:

**HOST ENTITY:**

\_\_\_\_\_

Name:  
Capacity:

## Annex

### The scientific final report must:

1. Cover the entire project period, its outputs and outcomes, and highlight any changes made to the original approved project.
2. Stand on its own and follow the structure of a scientific article outlining the Aims, Method (participants, instrument/measures, and procedure), Results and Discussion, Conclusions and Recommendations (**maximum** 10 pages). Data of all planned experiments / studies should have been completely analysed and integrated.
3. Include, as independent attachment, a table highlighting the differences between expected and achieved output indicators, as well as a list of publications. Access to publications must be ensured by indicating the URL if they are open access and/or by uploading the files in pdf format (e.g. galley proofs of the accepted articles). **Only the publications that duly acknowledge BIAL Foundation's support will be considered as outputs of the project.**
4. Include, as independent attachment, the duly completed template available for download from BIAL Foundation Grants Management System (BF-GMS) - Grant Edition Support Documents section - with information to be posted at BIAL Foundation web page concerning the final results of the project, as well as references to the published work.

### The financial final report must:

1. Include the documents of expenses not yet submitted in previous reports. The final instalment will only be paid in case the total amount of the grant has already been expended by the time of submitting the final report.