Funding Contract

Zurich, (<mark>Date</mark>)

Project No. »GES.REQUESTID«
»GES.TITLE«

Between **Velux Stiftung**, Kirchgasse 42, CH-8001 Zürich (the "**Foundation**")

and

University of […], [address] **(**the "**Institution**"), represented by […] (the "**PI**"**)**

The following principal investigator ("**PI**") is an employee of the Institution during the course of the Project and responsible for the execution of the Project as described in the approved application of »GES.ERFDAT«.

Academic Title	»PI.TITLE«
First Name	»PI.FIRSTNAME«
Surname	»PI.LASTNAME«
Institution	»PI.ORGANISATION«
Department	»PI.FACULTY«
Institute	»PI.DEPARTMENT«
Position	»PI.POSITION«
Birth date	»PI.DATEOFBIRTH«
Citizenship	»PI.CITIZENSHIP«
Address	»PI.STREET« »PI.HOUSE_NO«
	»PI.ZIP« »PI.CITY«, »PI.COUNTRY«
phone	»PI.PHONE«
e-mail	»PI.EMAIL«

RECITALS

A. The Foundation is a tax-exempted foundation incorporated under the laws of Switzerland domiciled in Zurich, Switzerland and donates the budget as donation with conditions to the Institution as described in clause 2 strictly dedicated for the realisation of the Project as described in clause 4 f.
B. The PI is an employee of the **Institution** and has applied to the Foundation for funding the Project as described in clause 4 f. The execution of the Project through the PI is an essential condition of this Contract.
C. The Institution is the employer of the PI and agrees to support the realization of the Project as far as it is concerned.

It is agreed as follows:

The Institution and the Foundation agree to be bound by this Contract and to fulfil their obligations according to the terms and conditions as forth in this Contract and the Institution agrees that the PI is authorized to undertake the Project in accordance with the terms and conditions of this Contract and agrees to ensure the realization of the Project as far as it is concerned.

1. **Date of application**
   »GES.ERFDAT«

2. **Approved Budget**
   Max. [foreign currency] […] or max. CHF […] (whichever is reached first) for […]
   The Foundation shall pay up to an amount of CHF […] to the Institution. The grant will be paid in […] instalments. The first instalment will be paid after receipt of the correctly signed funding contract and shortly before start of the project.

3. **Starting & ending date of the Project; duration**
   »GES.PLANNED_STARTDATE« - ; »GES.DURATION« years

4. **Project description / Project goals / Project plan**
   As stated in the application dated »GES.ERFDAT« (the "**Project**")

5. **Planned activities to transfer findings in science and beyond**
   According to the application, dated »GES.ERFDAT«

6. **Payment conditions and liability**
   a) The Approved Budget is paid to the »PI.ORGANISATION« (as separate legal entity and not to the state) for realizing the Project as described in the request dated »GES.ERFDAT«.

b) The Foundation shall have no responsibility whatsoever for commitments of the Institution, financial or other, which the Institution will enter into and contract for the realization of the Project.

c) The obligation shall strictly be limited to the payment of the amount mentioned above, and the Institution undertakes to keep the Foundation fully and entirely harmless for the case that anyone, natural persons or legal entities, should advance any claim for whatever reason against the Foundation in Switzerland or in any other country in connection with the Project.

d) Should the Institution be under an obligation to pay, respectively discharge any taxes (excl. VAT in the approved budget), dues or contributions of whatever nature, such taxes or dues shall be at the Institution's charge exclusively, and the Institution takes the full responsibility to fulfil all the obligations as to taxation, reporting, social security and the like which might occur in all countries in connection with the realization of the Project.

e) People involved in the Project and financed by the payment of the Foundation are employed by the Institution which accounts and pays for all legally obligated social insurances. Furthermore, the Institution is responsible to cover salary cost, in particular in case involved employees cannot perform their job. A corresponding insurance can be paid by the Approved Budget. The Foundation is particularly not chargeable for any cost or payment concerning a continued payment of wages arising for example from reasons like pregnancy, motherhood, sickness or force majeure like war, natural disasters, epidemics, pandemics etc.

f) The Institution will arrange for the opening of a separate sub-account, to which the amount mentioned above will be transferred. The Institution makes all the payments for the Project which are to be covered by the Approved Budget exclusively from this account.

g) The amount will be paid in […] parts, at the start and after [and relevant years]. Each payment shall depend on the approval of the scientific and financial interim reports by the Foundation.

h) Should a portion of the amount not have been used by […+ 6months] in conformity with the outlined program, the Institution must retransfer it to the Foundation.

i) An amount of [10% or min. CHF 20'000] of the Approved Budget will be retained and only paid out when the final scientific and financial reports are approved by the Foundation and the financial reports indicate a negative balance. For approval, the reports need to show that results and spending are in line with the originally approved Project goals and budget, or jointly agreed amendments.

j) The Institution shall inform the Foundation in detail about any payment the Institution receives from another party for this Project. If such payments or contributions were to cover the same expenditures as the payment of the Foundation, the Approved Budget will be reduced accordingly. If the Foundation should have paid amounts in excess of what the Institution should actually have received from the Foundation, the Institution shall be under an obligation to repay the relevant amounts to the Foundation.

k) In case the Project results in intellectual property ("**Project IP**"), the Project IP can be used as follows:

    i. Supporting open science, the Foundation expects in general a public use of such IP.

    ii. Insofar as any devices or services resulting from Project IP will be distributed by any third-party, which has a charitable goal and no financial or other gain, the Institution is open to granting this third-party access to the developed Project IP at minimal cost. Such minimal cost shall take into consideration the amount spent on management and protection of the Project IP.

    iii. The Institution will not make any Commercial Use of any IP resulting from the Project without first consulting with the Foundation and an agreement how commercial benefits shall be used to refund the donation. A commercial benefit is any annual net return resulting from the commercial use of the IP above CHF 25'000.

    iv. Furthermore, the Institution has to repay the donation received from the Foundation if it sells or transfers the Project IP entirely or partially to another legal entity up to the realised net benefit.

7. Changes in the Project

l) The Approved Budget has to be used in strict compliance with the Project plan and the budget. Any change or modifications of the Project goals, the Project plan or the budget have to be approved in writing by the Foundation in advance.

8. Premature Termination

a) The Foundation reserves the right to terminate this Contract and to stop its payments for the Project for reasons, such as:

    i. the Project cannot be realized;

    ii. the Project cannot be realized with the amounts granted;

    iii. the PI leaves the Project or the Institution;

    iv. payments to the Institution are not possible or allowed due to financial restrictions or economic sanctions,

   v. the Project as described in the interim reports do not correspond to the Project that has been approved;

   vi. the Approved Budget is not used as it was originally specified; or

   vii. other conditions for the realization of the Project have not been observed;

   viii. other serious reasons justify a premature termination of the Project, in particular a material breach of terms and conditions stated in this Contract.

If the Foundation stops its payments, the Institution must retransfer unused amounts.

9. Reporting

a) The PI shall submit a scientific and a financial interim report to the Foundation (for templates see www.veluxstiftung.ch). The financial report includes specific accounting on the reporting period. The scientific report has to state the progress and the results according to the Project goals, the Project plan and the impact goals. These interim reports are due by **[add relevant dates]**.

b) The scientific reports will be evaluated by an external expert. Approval will not be withheld if the following conditions are met: positive evaluation of the external expert, the scientific results are contributing to the planned goals and the project is following the timeline.

c) After the premature termination or expiry of the Project, latest as of **[…. +1month**], the PI sends the Foundation a final scientific and financial report. The scientific report has to state the results according to the Project goals, the Project plan and the impact goals. The financial report has to show how the Approved Budget was used.

d) Moreover, two years after the termination of the Project, by **[…+1month**] the PI shall provide a brief evaluation report describing the impact of the Project.

e) Each scientific report has to state the activities to transfer the results of the Project to the academic community, stakeholders and the public.

f) The PI reports the findings in articles to the usual scientific journals also in the case the Project is not successful. Additionally, public media have to be informed about the results.

g) The PI sends copies of scientific and public media communication to the Foundation after their publication showing his or her engagement for the transfer of the knowledge created by the Project.

10. References and Additional Obligations

a) The Institution and/or the PI mention the Foundation as '**Velux Stiftung**' in all acknowledgements. Where possible, they mention and link 'Velux Stiftung' as funder on their

website. The Institution and/or the PI may not refer to the Foundation as 'Velux Foundation' as this is a different organization.

b) The PI provides the Foundation with authorised communication material: Two pictures and a short text of roughly 10-15 lines explaining the Project and later on its results in popular language free of third-party rights. The Foundation can edit the text based on the application and reports and freely use these documents in online and print media. The Institution guarantees that the pictures or graphs are free of third-party rights and the Foundation can use them freely.

c) The Foundation is permitted to communicate to third parties and make references to the PI's name, the Project and its content in online and print media.

11. Data Protection

a) The Foundation processes personal data in accordance with applicable data protection laws. The data protection policy applicable in connection with this Contract is attached as Annex 1. The consent form in which PI may consent to the processing of certain of its personal data is attached as Annex 2.

12. Confidentiality

a) Each Party will keep confidential all confidential information disclosed to it by the other Party or their affiliates, for example business and operational secrets, patient's data, inventions and scientific results, which are not published yet ("**Confidential Information**").

b) No Confidential Information is information for which the Party can prove that it was already in its possession at the time of its disclosure by the Party or an affiliated company, or that it was or will be accessible to the public without a breach of contract or default on the part of the Party, or that it was lawfully acquired by the Party from a third party that is not under an obligation of confidentiality vis-à-vis the other Party or a company affiliated with the other Party, or that it was generated by the Party independently of the receipt and without the use of the Confidential Information.

c) The Parties will use the Confidential Information only for the purposes of this Contract and will not disclose Confidential Information to third parties without the prior written consent of the other Party.

d) Each Party may only make the Confidential Information available to those persons who have a compelling need to know the Confidential Information in order to perform services under this Contract and who are bound to confidentiality vis-à-vis the Party by a written agreement comparable to the confidentiality provisions of this Contract. The obligation to maintain

secrecy does not apply if the Party is entitled to publish the Confidential Information in accordance with this Contract.

e) Each Party may disclose Confidential Information to the extent necessary to comply with applicable law or an enforceable governmental or court order. In such a case, the Party must, where permissible, inform the other Party in good time before disclosing the Confidential Information and cooperate with the Party in order to obtain interim or other appropriate legal protection.

f) These confidentiality regulations shall continue to apply for a period of five years even after premature termination or expiry of this Contract.

13. Miscellaneous Provisions

a) Execution
This Contract shall be executed in two originals. The Parties shall sign each page of the Contract.

b) Assignability
This Contract is not assignable without acceptance of the other parties.

c) Governing Laws and Jurisdiction
This Contract is subject to and governed by the laws of Switzerland.
The competent court of the city of Zurich shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract.

d) Entire Agreement
This Contract constitutes the entire agreement and final understanding between the parties with respect to the founding and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof.

e) Amendments
This Contract, including this section […], may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both Parties.

f) Annexes
The Annexes form an integral part of this Contract.

g) Severability
In the event that any part of this Contract is determined to violate applicable laws and regulations or is invalid the Parties agree to negotiate in good faith revisions to the provision

or provisions that are in violation or deemed invalid, and in the interim a valid provision is deemed to have been agreed upon which comes closest to the invalid provision by taking into account what has been intended and expressed by the Parties in the present Contract.

Annexes:
[…]

Signatures

Velux Stiftung

_____	_____
Dr. Mirjam Eglin	Dr. Lukas von Orelli
Board Member	Director
_____	_____
Place, Date	Place, Date

»PI.ORGANISATION«

_____	_____
I have read this Contract, understand and accept my obligations hereunder	Legal representative on behalf of the »PI.ORGANISATION«
»PI.TITLE« »PI.FIRSTNAME« »PI.LASTNAME«	
Principal Investigator	
_____	_____
Place, Date	Place, Date

Annex 1 – Data Protection Policy

This data protection policy applies to the Foundation when it processes personal data of the PI and representatives of the Institution. This policy sets out the obligations of the Foundation and the procedures that are to be followed by the Foundation regarding data protection and the rights of the PI and the representatives of the Institution.

a) The Foundation processes personal data in order to perform its obligations under this e funding Contract, and to manage the Project relationship with the PI, to perform legal obligations provided by applicable law or for the purpose of other legitimate interests, or in order to comply with a legal duty imposed on the Foundation in connection with applicable laws. Furthermore, the Foundation will use the PI's address to send him/her from time to time information about its activities (like the annual report).

b) The PI gives his/her explicit consent to the Foundation to use the PI's personal data which is publicly available (e.g. on the Institution's website) for its homepage, newsletters, publications and similar means of communication by signing the consent form in Annex 2. The PI may withdraw his / her consent at any time. If the Foundation intends to use publicly non-available personal data (excluding personal data according to clause 10 b of this Contract), the Foundation shall request the prior consent of the PI.

c) The Foundation may collect the following personal data of the PI: name, ID or passport, birth date telephone number(s), mailing address, email address, CV, institution, department, position, academic title and any other information relating to this Project.

d) The Foundation may collect the following personal data of the representatives of the Institution: name, contact address, position, department, position, academic title and other information relating to this Contract and provided by the representative of the Institution.

e) Further details can be found in the Privacy Notice of the Foundation [https://veluxstiftung.ch/wp-content/uploads/Data-Protection-Policy.pdf].

Annex 2 – Consent Form

By signature, the PI confirms that he / she has taken note of the Data Protection Policy as set forth in Annex 1 and expressly consents to the processing of his personal data according to clause b.

»PI.TITLE« »PI.FIRSTNAME« »PI.LASTNAME«
Principal Investigator

Place, Date