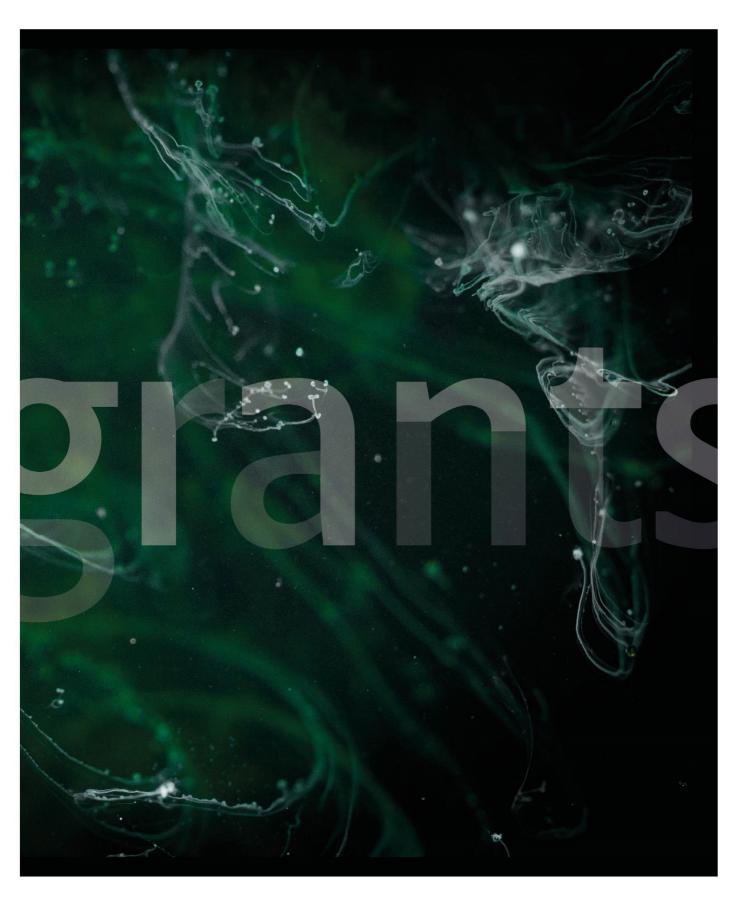


Terms and Conditions for open-competition grants from the Novo Nordisk Foundation



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01. The Novo Nordisk Foundation

The Novo Nordisk Foundation, Tuborg Havnevej 19, 2900 Hellerup, Denmark, CVR no 10 58 29 89, (the "Foundation") is a Danish foundation with corporate interests. The Foundation has two objectives: 1) to provide a stable basis for the commercial and research activities of the companies in the Novo Group; and 2) to support scientific, humanitarian and social purposes.

02. Scope

These terms and conditions (the "Terms and Conditions") apply to Grants awarded by the Foundation in open-competition calls facilitated through the Foundation's application and grant management system, unless otherwise stated in the Grant Agreement. The Terms and Conditions are available on the Foundation's website: https://novonordiskfonden.dk/en/conditions-for-grants/.

03. Definitions

The defined terms used in these Terms and Conditions are listed below.

3.1. Administrating Institution

The Administrating Institution is the primary institution or organisation with which the Grant Recipient is associated. If the Grant Recipient and the Administrating Institution are not the same person or legal entity, the Administrating Institution must accede to the Grant Agreement.

3.2. Administrative Support

Administrative Support has the meaning as set out in subsection 8.2.

3.3. Administrator

Administrator is a named contact person at the Administrating Institution who will be the primary administrator of the Grant.

3.4. Applicant

The Applicant is the person or legal entity that applies for funding from the Foundation and is registered in the Foundation's application and grant management system. The Applicant is responsible for the veracity and accuracy of the Grant Application. When a Grant Application is selected to receive funding, the Applicant becomes the Grant Recipient.

3.5. Budget

The Budget must contain all foreseeable expenses related to the project to be supported by the Foundation, that is all expenses requested to be funded by the

Foundation as well as any other resources obtained or to be obtained through Cofunding, investment(s) or any other way.

3.6. Co-applicant

A Co-applicant is a person or a legal entity for whom funding is requested in addition to or in collaboration with the Applicant in the Grant Application. A Co-applicant undertakes the same rights and obligations as the Applicant or Grant Recipient as applicable. It is the responsibility of the Grant Recipient to inform any Co-applicants of the Grant Basis and ensure that Co-applicants comply with the terms in the Grant Basis, including these Terms and Conditions. In relation to section 13 regarding personal data, a Co-applicant is treated the same as an Applicant.

3.7. Co-funding

Co-funding is funding obtained or to be obtained from another party to support the project in question that is also supported by the Foundation. The Applicant or Grant Recipient is required to inform the Foundation of any Co-funding.

3.8. Contact Person

The Contact Person is the employee in the Foundation who oversees the application process and grant administration, including the communication between the Administrating Institution, the Applicant or the Grant Recipient and the Foundation.

3.9. Grant

The Grant is the funding of the project in question that is transferred from the Foundation to the Administrating Institution.

3.10. Grant Agreement

The Grant Agreement is the agreement between the Foundation and the Grant Recipient in which the Foundation informs the Grant Recipient that the Grant is awarded and in which the Grant Recipient accepts the Grant. The Grant Agreement contains, among other things, the amount of the Grant, the Grant Period and payment information. Specific regulation regarding possible changes, exceptions, additional terms and conditions and the like in the Grant Agreement take precedence over these Terms and Conditions.

3.11. Grant Application

The Grant Application comprises the Applicant's application for funding, including the Budget and any appendices to the application.

3.12. Grant Basis

The Grant Basis comprises the call related to the project in question, these Terms and Conditions, the Grant Application, including the Budget and any appendices to the application, and the Grant Agreement. Any subsequent adjustments or additions related to the Grant that the Foundation approves in writing will become part of the Grant Basis.

3.13. Grant Period

The Grant Period is the duration of the Grant as specified in the Grant Agreement. The Grant must be used during the Grant Period.

3.14. Grant Recipient

The Grant Recipient is the Applicant who, based on the Grant Application, has been selected to receive funding. The Administrating Institution and the Grant Recipient may be the same legal entity in certain cases.

3.15. Non-compliance

Non-compliance has the meaning as set out in subsection 18.1.

3.16. Terms and Conditions

Terms and Conditions has the meaning as set out in section 02.

3.17. The Foundation

The Foundation has the meaning as set out in section 01.

04. General conditions

4.1. Compliance with Grant Basis

The Grant Recipient, the Administrating Institution and Co-applicants, if any, are obligated to comply with the Grant Basis.

4.2. Amendments to Terms and Conditions

The Foundation reserves the right to amend these Terms and Conditions.

4.3. Responsibility for the project

The Grant Recipient is responsible for the project supported by the Grant.

4.4. Compliance with code of conduct

The Grant Recipient, the Administrating Institution and Co-applicants, if any must comply with the Foundation's code of conduct. The Foundation's code of conduct is available on the Foundation's website: https://novonordiskfonden.dk/da/code-of-conduct/.

4.5 Rules for eligibility

The Foundation's rules for eligibility are available on the Foundation's website: <u>Rules for Eligibility - Novo Nordisk Fonden</u>.

4.6. Legal and regulatory compliance

The Grant Recipient, the Administrating Institution and Co-applicants, if any, must comply with all applicable legislation, regulations, standards and ethical norms, including handling of data and the relevant national code of conduct for research integrity, if applicable.

05. Contact with the Foundation

Questions must be addressed to the Contact Person stated in the Grant Agreement or to the Foundation at e-mail: nnfond@novo.dk or phone: +45 3527 6600.

The Administrating Institution must inform the Grant Recipient of any communication between the Administrating Institution and the Foundation.

06. Administration of the Grant

The Administrating Institution administers the Grant. The Administrating Institution is responsible for budgeting, controlling, accounting and auditing of the total Grant.

07. Grant payment

7.1. Payment request

The Grant Agreement states whether a Grant will be paid in one or more instalments.

Payment of all or part of a Grant requires the Administrator to submit a payment request to the Foundation via the Foundation's application and grant management system.

If the Foundation has not received an initial payment request within three months after the start of the project as stated in the Grant Basis, the Grant is null and void, unless otherwise stated in the Grant Agreement.

7.2. Payment instalments

For Grants that are paid in multiple instalments, the Administrator, on behalf of the Grant Recipient, must submit a new payment request each year in accordance with the release dates and deadlines listed in the payment plan, unless otherwise stated in the Grant Agreement.

For Grants where the Foundation must approve an annual financial report and/or an updated Budget, the payment request must not be submitted before the Foundation has approved such.

The Foundation will pay the instalments of the Grant each year no later than one month after the Foundation has approved the payment request for the instalment for the relevant year.

7.3. Payment plan

Based on the approved Budget, the Foundation will generate a payment plan for the Grant Period.

The Foundation may require that the Administrator, on behalf of the Grant Recipient, submits an updated payment plan.

7.4. Payments

The Foundation's payments are made exclusively to the Administrating Institution. In Denmark, payments will be made to the NemKonto/Easy Account belonging to the Administrating Institution.

It is the responsibility of the Grant Recipient to ensure that the relevant bank or financial institution, when requested, provides requested details directly to the Foundation or to the Foundation's wholly-owned subsidiary, Novo Holdings A/S.

7.5. Reallocation of funds regarding Grants subject to annual financial reporting

If the Grant Recipient does not use all the funds paid in one year, the Administrator, on behalf of the Grant Recipient, may apply for a reallocation of the unused funds to the remaining years. If so, the Administrator, on behalf of the Grant Recipient, must update the Budget accordingly and submit the updated Budget together with the financial reporting to the Foundation for the Foundation's approval.

7.6. Multiple institutions and/or organisations

If the Grant is shared among multiple institutions and/or organisations via Coapplicants, the Grant Recipient is responsible for the transfer of the Grant to these institutions and/or organisations in accordance with the Grant Basis.

08. Use of funds

8.1. Use

The Grant must be used in accordance with the Grant Basis, unless otherwise stated in the Grant Agreement.

8.2. Administrative Support

Administrative support ("Administrative Support") constitutes an amount of up to 5% of the Grant, which may cover administrative expenses that are directly related to the project supported by the Grant, including accounting, budgeting, controlling, auditing and reporting. The Administrative Support may not exceed the amount included in the Grant Application.

Regulation about Administrative Support in these Terms and Conditions is not applicable in relation to Grants awarded for humanitarian purposes. If the Foundation will cover indirect costs related to such projects, it will be regulated directly in the Grant Agreement. Such regulation will supersede the Terms and Conditions.

8.3. Overhead

The Foundation does not support overhead expenses which are expenses that are not directly related to or relevant to the project supported by the Grant.

8.4. Equipment

Equipment that has been acquired by means of the Grant, in accordance with the Grant Basis, belongs to the Administrating Institution.

The Administrating Institution must ensure that the equipment is at the full disposition of the Grant Recipient for as long as it is being used for the project supported by the Grant, unless otherwise entailed in the Grant Basis.

8.5. Unused funds

Any unused funds exceeding DKK 1,000 must be returned to the Foundation no later than three months after the end of the Grant Period.

Unused funds must be transferred to the Foundation's bank account: reg. no. 3100 and account no. 4475210352. The Administrating Institution must simultaneously confirm in writing to the Foundation that the funds have been transferred.

09. Reporting on the activities

9.1. General

The Grant Recipient is responsible for reporting on the project activities carried out during the Grant Period, unless otherwise stated in the Grant Agreement.

The Grant Recipient is prohibited from including publications and other research output that do not appropriately acknowledge the support of the Foundation in any reporting about the project to the Foundation.

9.2. Web-based reporting system

Reporting on the project activities carried out during the Grant Period must be submitted on a yearly basis via the Foundation's web-based reporting system, unless otherwise required by the Foundation. The Grant Recipient will be provided with a username and a password for the web-based reporting system.

The Grant Recipient must stay updated on the Foundation's current reporting policies and deadlines available on the Foundation's website: https://impact.novonordiskfonden.dk/grant-reporting/.

9.3. Reporting period

If the Grant Period is two years or less, reporting must continue annually for three years after the Grant Period ends, unless otherwise required by the Foundation. If the Grant Period is more than two years, reporting must continue annually for five years after the Grant Period ends, unless otherwise required by the Foundation.

9.4. Reporting and new grants

The Foundation will not make any payment for a new grant before reporting has been carried out for any ongoing and previous grants.

9.5. Grants paid in multiple instalments

If the Grant is to be paid in multiple instalments, timely reporting must be carried out before another instalment can be paid.

10. Financial reporting

10.1. Financial reporting in general

These Terms and Conditions and/or the Grant Agreement states whether and to what extent financial reporting is required for the Grant. The Grant Recipient is responsible for any financial reporting.

These Terms and Conditions and/or the Grant Agreement states how the financial reporting must be submitted to the Foundation.

The Foundation uses two types of financial reporting for Grants:

- annual financial reporting; and
- final financial reporting.

Financial reporting must be structured in accordance with the latest approved Budget or with a specific financial reporting template if the Foundation provides one. The financial reporting must account for used and unused funds.

If the Grant Application for the Grant included one or more Co-applicants receiving funding from the Grant, the Grant Recipient is responsible for including the Grant amounts allocated to Co-applicants in the financial reporting.

10.2. Annual financial reporting regarding Grants with a Grant Period exceeding one year

10.2.1 Grants awarded based on open-competition calls opened prior to 15 December 2021

If stated in the Grant Agreement, the Administrator must submit an annual financial report for the Grant on behalf of the Grant Recipient by 31 March every year.

The first annual financial report may cover a period of up to 15 months, if the start date of the Grant is within the last three months of a calendar year.

For Grants with one payment, the Administrator is only required to submit a final financial report on behalf of the Grant Recipient in accordance with subsection 10.3.

No separate annual financial report is required for the last calendar year of the Grant Period as this period is covered by the final financial report if required in the Grant Agreement. The final financial report may cover a period of up to 15 months if the Grant Period ends within the first three months of a calendar year.

10.2.2 Grants awarded based on open-competition calls opened on or after 15 December 2021

For Grants exceeding DKK 5 million or Grants not subject to public audit, the Administrator must submit an annual financial report to the Foundation for the Grant on behalf of the Grant Recipient.

The annual financial report must be submitted no later than two months prior to the expected payment of the next annual instalment of the Grant. The annual financial report must include realised accounting data for the previous 12 months of the Grant Period. The annual financial report regarding the last year of the Grant Period must be sent no later than three months after the Grant Period ends.

For Grants not exceeding DKK 5 million which are subject to public audit, the Administrator is only required to submit a final financial report for the Grant on behalf of the Grant Recipient in accordance with subsection 10.3.2.

10.3. Final financial reporting

10.3.1 Grants awarded based on open-competition calls opened prior to 15 December 2021

If stated in the Grant Agreement, the Administrator must submit a final financial report for the entire Grant Period on behalf of the Grant Recipient no later than three months after the Grant Period ends.

10.3.2 Grants awarded based on open-competition calls opened on or after 15 December 2021

The Administrator must submit a final financial report for the entire Grant Period on behalf of the Grant Recipient no later than three months after the Grant Period ends.

For Grants without annual financial reporting that are subject to public audit, the final financial report must include realised accounting data for the entire Grant Period.

For Grants that are not subject to public audit, the final financial report must include realised accounting data for the entire Grant Period, and it must be certified by a registered public accountant or a state-authorized public accountant. Information on requirements to this reporting can be found here: <u>Audit-by-a-certified-or-registered-public-accountant.pdf</u> (novonordiskfonden.dk)

10.4. Financial closing

Within three months after the Grant Period ends, the Administrator must financially close the Grant on behalf of the Grant Recipient either 1) via the Foundation's application and grant management system or 2) via e-mail to the Contact Person. The total Grant amount used, and any remaining unused funds must be disclosed.

10.5. Funding from another party

If Co-funding is obtained for the same project before or during the Grant Period, the Grant Recipient must inform the Foundation as soon as possible. The Foundation reserves the right to deduct any duplicate amounts from the Grant or to require repayment of such duplicate amounts.

10.6. Submission of financial reports

It is the responsibility of the Grant Recipient that the Administrator submits the annual and final financial reports in accordance with these Terms and Conditions.

11. Auditing

The Foundation reserves the right to conduct an audit of the project to determine whether the Grant has been used in accordance with the Grant Basis. The Foundation has the right to appoint an independent auditor to conduct the audit. The Foundation will pay the costs to the independent auditor. The Grant Recipient, the Administrating Institution and Co-applicants, if any, must make themselves available and contribute

loyally to the audit as requested by the Foundation, and make all relevant material available.

12. Changes

12.1. Written approval

Any significant change to the Grant Basis requires prior written approval from the Foundation.

12.2. Significant changes

The following are examples of significant changes for which the Grant Recipient is required to obtain prior written approval from the Foundation:

- a change in the Grant Period;
- a significant deviation in a budget category;
- a change in the purpose of the Grant as stated in the Grant Basis;
- a change of Administrating Institution;
- a change of Grant Recipient (see below in subsection 12.4);
- a change of a Co-applicant; and
- a change of any institution and/or organisation receiving all or part of the Grant.

This list is not exhaustive, and the Grant Agreement may contain additional conditions that require prior written approval from the Foundation.

12.3. Request for change

When submitting a request for change, the Grant Recipient is responsible for including all relevant documents and information to the Foundation.

A request for change may comprise items such as:

- a CV and a list of publications for possible new researchers associated with the Grant;
- a description of the change in the purpose of the Grant, if any;
- a description of possible consequences of the change;
- an overview of the budgetary and/or financial consequences; and
- a date and the duration of the desired change.

All requests for change must be submitted via the Foundation's application and grant management system, if possible. If this is not possible, a request for change must be submitted in writing to the Contact Person.

12.4. Change of Grant Recipient

If the Grant Recipient is unable or unwilling to continue as Grant Recipient, the Grant Recipient or the Administrating Institution must notify the Foundation of the situation immediately and initiate a close dialogue with the Foundation in the search for a potential new Grant Recipient.

When the Grant Recipient or the Administrating Institution and the Foundation agree on one or more initial candidates, the Grant Recipient or the Administrating Institution

are required to nominate a successor as Grant Recipient within 30 days of the agreement regarding the initial candidates by submitting:

- a report on the status of the Grant relating to the objectives in the Grant Basis, including a financial status report for the Grant;
- an explanation of the change of Grant Recipient; and
- a nominated candidate for the role of Grant Recipient and rationale for how the person fulfils that position.

The Foundation is required to approve or reject the nominated candidate within 30 days after receiving the above documentation. The Foundation has a right to interview the nominated candidate.

If the nominated candidate is approved by the Foundation, the Foundation will issue a new grant agreement for the remaining Grant Period to the new grant recipient. Such agreement will supersede any previous or current agreements governing the Grant.

If the nominated successor is not acceptable to the Foundation, the Foundation may terminate the Grant with 60 days' notice to the Grant Recipient and the Administrating Institution according to the procedure in section 19.

Subsection 12.4 applies to any change of Co-applicant. Subsection 12.4 does not apply for postdoctoral and PhD scholarships.

13. Personal data

13.1. Acceptance of use

When submitting an application to the Foundation, the Foundation will process personal data about the Applicant as described in this section and in the Foundation's privacy notice, section 2.1 "Grant application and payment of grants". The same applies if the Foundation decides to award the Applicant with a Grant, as personal data will be processed for the purpose of paying the Grant to the Grant Recipient.

The Foundation will also process personal data about the Grant Recipient for the purpose of assessing the impact of Foundation Grants on society and associated statistical research, including analysis and secondary national and international (either within EEA or in a third country) research projects measuring on different parameters, such as equality and diversity, in funding across scientific fields. For these purposes, only necessary non-sensitive, ordinary personal data will be processed, and the lawfulness of the processing will be based on the Foundation's legitimate interests in being able to demonstrate the value and impact of research in relation to Grants and other activities and improving funding strategies to enhance equality and diversity through funding processes. The Foundation has assessed that in the context of these purposes, the Foundation's legitimate interests override the Applicant's interests or fundamental rights and freedoms, which require protection of personal data. More information about this processing of personal data is included in the Foundation's privacy notice, section 2.2 "Grant administration and impact assessment".

13.2. Further information, including the data subject's rights

Please refer to section 3 "Transfers to countries outside the EU/EEA" of the Foundation's privacy notice for general information on how the Foundation transfers

personal data and section 5 "Your rights" in relation to which rights Applicants and Grant Recipients have.

13.3. Privacy notice

The Foundation's privacy notice referred to in section 13 can be found on the Foundation's website: https://novonordiskfonden.dk/en/privacy-policy/.

13.4. Code of Conduct

Under the Foundation's code of conduct, persons affiliated with the Foundation, including but not limited to Applicants, Co-Applicants and Grant Recipients, must collect and process personal data in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR) in the European Union.

14. Employment terms and salaries

14.1. Employment

Employment of the Grant Recipient and personnel employed pursuant to the Grant must be carried out in accordance with applicable regulations, practices and collective agreements. The Foundation is not responsible for the conditions of employment pursuant to the Grant.

14.2. Adjustment of salaries

Salaries for the Grant Recipient and personnel employed pursuant to the Grant are required to be contained in the Grant Basis.

Salaries are determined in accordance with applicable regulations, practices and collective agreements.

Upon request, the Grant Recipient must provide documentation showing that any changes in employees' salaries in accordance with the Grant are solely carried out after evaluation in accordance with applicable regulations, practices and collective agreements.

14.3. Leave of absence

Except for leave of absence which the Grant Recipient is entitled to take according to legislation such as maternal, paternal, parental, and sick leave, the Grant Recipient is prohibited from taking leave of absence from the project supported by the Grant during the Grant Period. If an extension of the Grant Period is desired based on leave of absence which the Grant Recipient is entitled to take according to legislation, the Grant Recipient must notify the Foundation in writing before such leave of absence can take place.

For leave of absence from 1 October 2021 in connection with birth of a child, including adoption, the Foundation will cover additional expenses related to the Grant Recipient or personnel employed at a Danish institution pursuant to the Grant if such person(s) salary(ies) is wholly or partially covered by the Grant. The additional expenses constitute the difference between salary paid during the leave of absence and reimbursement received from public sources. Funding will be paid to the Administrating Institution as a supplementary grant to the Grant Recipient upon submission of a financial statement, including a calculation of the additional expenses.

The Grant cannot cover pay for any expenses for any other leave of absence to which the Grant Recipient or personnel employed pursuant to the Grant are entitled by legislation, unless otherwise stated in the Grant Agreement.

15. Public communication and publications

The Foundation strives to contribute significantly to research and development that improves the lives of people and the sustainability of society.

The Grant Recipient must ensure that it is fully transparent on all relevant communication platforms (could be website, press release, etc) that the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) has supported the Project.

The Grant Recipient must ensure that any publication resulting from the project supported by the Foundation mentions 1) that the Foundation has supported project and 2) the project's grant number, for example: "The work presented in this article is supported by Novo Nordisk Foundation grant NNF00000000".

The Grant Recipient must ensure that no person or legal entity related to the Grant uses the name of the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) in any other way than mentioned in these Terms and Conditions or the Grant Agreement without the prior written agreement of the Foundation.

16. Intellectual property rights

The Foundation will not claim ownership of or rights to any intellectual property generated by the activities supported by the Grant.

17. Taxation

The Foundation is not responsible for any matter relating to taxation of the Grant. The Grant Recipient may contact the relevant tax authorities and/or tax advisors for guidance on taxation.

18. Non-compliance

18.1. Returning of funds, terminating, reducing or phasing out the Grant

If the Grant Recipient does not comply with these Terms and Conditions ("Non-compliance"), the Foundation is entitled to:

- reduce or phase out the Grant;
- terminate the Grant; and/or
- require that the Grant is repaid in full or in part.

The above is conditional on the Foundation complying with the provisions of subsection 18.3.

18.2. Examples of Non-compliance

The following are examples of Non-compliance:

- the Grant Recipient makes significant changes without prior written approval from the Foundation;
- the Grant Recipient does not comply with the Grant Basis; and
- the Grant Recipient does not submit reports in accordance with these Terms and Conditions or the Grant Agreement.

18.3. Written formal notice

In the event of Non-compliance, the Foundation may, following an evaluation, send written formal notice to the Grant Recipient and the Administrating Institution stating that the Non-compliance must be corrected within a reasonable time and stating a deadline.

If the Grant Recipient or the Administrating Institution have not corrected the Non-compliance as required by the Foundation, the Foundation may 1) reduce or phase out the Grant, 2) terminate the Grant according to the procedure in section 19 and/or 3) require that the Grant is repaid in full or part.

18.4. Future grants

Future grants awarded to the Grant Recipient by the Foundation may be conditional on the Grant Recipient complying with the Terms and Conditions and any specific conditions in relation to previous grants.

19. Consequences of Grant termination

- 19.1. If the Grant is terminated, the Administrating Institution must terminate all contracts and agreements related to the Grant as soon as possible.
- 19.2. If the Grant is terminated and if relevant in the specific case, the Foundation will cover the Administrating Institution's costs during the termination notice periods, including labor costs for employees employed pursuant to the Grant corresponding to the costs related to the notice periods in their contracts.

20. Choice of law and jurisdiction

- 20.1. These Terms and Conditions and the Grant Basis are governed by Danish law.
- 20.2. Any dispute arising out of or in connection with these Terms and Conditions and the Grant Basis, including any disputes regarding the existence, validity or termination thereof, must be settled by arbitration administrated by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings

- commence. The arbitration tribunal must comprise three arbitrators. The place of arbitration must be Copenhagen.
- 20.3. Regardless of subsection 20.2, the Foundation is entitled to exercise all other powers in accordance with applicable legislation.

21. Confirmation by signing the Grant Agreement

By submitting a signed Grant Agreement to the Foundation, the Grant Recipient

- accepts the Grant;
- accepts to comply with the terms in the Grant Basis, including these Terms and Conditions;
- agrees to the Grant Period;
- confirms the validity of the information in the Grant Basis;
- confirms that the Grant in the entire Grant Period will be used to support the purpose defined in the Grant Basis within the Budget; and
- accepts that it is the Grant Recipient's responsibility that the Co-applicants, if any, comply with the terms in the Grant Basis, including these Terms and Conditions.

By signing the Grant Agreement, the Administrating Institution accepts to comply with the terms in the Grant Basis, including these Terms and Conditions.

If the Foundation does not receive a signed Grant Agreement within three months after the Grant Recipient has received the Grant Agreement from the Foundation, the Grant is null and void.

