**Letter of support for a Grant Application under the FSD Open-Access Support Program 2021**

I, the undersigned *\_\_\_\_\_\_ (1) \_\_\_\_\_\_\_\_\_\_,* with Passport/ID no. *\_\_\_\_ (2) \_\_\_\_,*  as *\_\_\_\_ (3) \_\_\_\_* at*\_\_\_\_\_\_\_\_ (4)* \_\_\_\_\_\_\_\_\_, with company/tax number *\_\_\_\_ (5) \_\_\_\_* and whose registered address is *\_\_\_\_\_\_\_\_ (6)* *\_\_\_\_\_\_\_\_*, support the application of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (7)* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* to the FSD Open-Access Support Program 2021 for the publication of the peer-reviewed manuscript “\_\_\_\_\_\_\_\_\_\_\_\_\_ *(8)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” in the open-access journal \_\_\_\_\_\_\_\_\_\_\_\_\_ *(9)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I also confirm that I am aware of the FSD Open-Access Grant Agreement to be signed in case *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (7)* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*’s application is accepted (see Annex), accept all the terms included in it, and commit to make all necessary arrangements to accelerate the funding process.

In \_\_\_\_\_ *(10)* \_\_\_\_\_, \_\_\_\_\_ *(11)* \_\_\_\_\_, the \_\_ *(12)* \_\_ of \_\_\_ *(13)* \_\_\_ of 2021, by *\_\_\_\_\_\_\_\_ (4)* \_\_\_\_\_\_\_\_\_, acting by and under the signature of:

(14, 15)

\_\_\_\_\_ *(1)* \_\_\_\_\_

\_\_\_\_\_ *(16)* \_\_\_\_\_

\_\_\_\_\_ *(17)* \_\_\_\_

1 Title/ First name/ Last name of the responsible at 9 Journal title

Applicant’s host institution 10 City

2 Passport/ID no. of the responsible at host institution 11 Country

3 Position at Host institution 12 Day

4 Name of host institution 13 Month

5 Company/Tax no. of host institution 14 Wet signature of the responsible at host

6 Street and no., Postcode, City, Country of host institution

Institution 15 Stamp of host institution

7 Applicant’s Title/ First name/ Last name 16 Phone no. of the responsible at host institution

8 Manuscript title 17 Email address of the responsible at host institution

**GRANT AGREEMENT BETWEEN DRAVET SYNDROME FOUNDATION DELEGACIÓN EN ESPAÑA, AND HOST INSTITUTION.**

Madrid (Spain), date1,

This Agreement (the “**Agreement**”) is entered into by and between Dravet Syndrome Foundation, Delegación en España (“**FSD**”), and Host Institution ("**HI**").

Whereas:

Name and Surname of Applicant (“**Principal Investigator**”) is a leader of the Research Group Name of Research Group at Name of Research Center, with address Address of Research Center;

HI is a public research entity/university/non-profit organization with address Address of HI, and is represented by Name and Surname of HI Representative, Name of Position of the HI;

FSD is a patient organization established with the objective of supporting, boosting and funding research, increasing awareness, and supporting Dravet Syndrome families in Spain, with address Calle Doctor Fleming, 30, 1º Izquierda, 28036 Madrid, Spain, and is represented by José Ángel Aibar, FSD President;

Principal Investigator applied on date2, upon prior consent from HI, to the FSD Open-Access Support Program Call 2021 (the “**Call**”). FSD, in view of the objectives of Principal Investigator and HI, is willing, under the terms and conditions described in this Agreement, to provide a grant of €€€€ EUR (the "**Grant**”) to HI to support the publication of the manuscript entitled Name of the Manuscript (the "**Manuscript**", peer-reviewed/editorially accepted copy attached hereto as Annex 1), with Principal Investigator as last author in the manuscript, in the open-access scientific journal Name of the Journal (the "**Journal**");

The Grant can in no way prejudice the independence of HI and the results published.

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article 1 – Description of the Grant**

HI has a need for the publication of the Manuscript in the Journal, which is currently accepted/under minor revision by the Journal, with an estimated date of publication approval and release by the Journal of date3 and date4, respectively.

FSD has agreed to provide a grant to HI to cover the open-access publishing fees of the Manuscript in the Journal. The mentioned Manuscript, proof of journal’s decision on editorial acceptance/minor revision of the Manuscript, and proof of publication fees imposed by the Journal are copied in Annex 1, 2 and 3, respectively.

**Article 2 – Obligations of FSD**

In support of the activities required for the publication of the Manuscript by HI, FSD shall make available to HI a financial contribution in the form of a grant in the total amount of €€€€ (xxx EUROS) (the "**Disbursement**"), which will be disbursed by FSD to HI as soon as is practicable following the execution of this Agreement. The foregoing Disbursement shall be made by wire transfer payable to HI to the following bank details: bank details (bank name, bank address, account holder, SWIFT/BIC code and IBAN) provided during Grant application.

The obligation of FSD to make the Disbursement of the Grant is conditioned on FSD’s timely receipt of the Documents/Information stated in Article 3 of this Agreement.

**Article 3 – Obligations of HI**

HI undertakes to use the Grant provided by FSD solely to support the publication of the Manuscript, in accordance with this Agreement and all applicable laws. HI hereby agrees to make available to the scientific community, at no cost and thanks to FSD’s Grant, the text/data/images included in the Manuscript object of this Agreement.

To receive the funding from FSD, as soon as is practicable following the execution of this Agreement HI or Principal Investigator shall send to FSD the following Documents/Information:

1. Proof of Payment: HI or Principal Investigator shall submit to FSD in a form reasonably acceptable to FSD (i.e., copy of the corresponding invoice/receipt and payment confirmation), a proof that the fees for publication of the Manuscript have been paid by HI to the Journal (the “**Proof of Payment**”).
2. Published Manuscript: HI or Principal Investigator shall submit to FSD in a form reasonably acceptable to FSD (i.e., DOI and URL link of the published manuscript), a proof that the final manuscript containing a statement that acknowledges FSD’s funding (see Article 7 of this Agreement) has been published (the “**Published Manuscript**”).
3. Other Required Deliveries: If HI obtains any audited financial statements relating to the Grant, a copy will be provided to FSD. HI shall immediately inform FSD in writing in the event HI and/or the Principal Investigator receives any additional funds from third parties to finance the publication of the Manuscript and how such funds will be used in conjunction with the Grant. In addition, HI shall immediately notify FSD if changing conditions beyond HI’s reasonable control make it impractical for HI to utilize the Grant for the publication of the Manuscript. HI also agrees to provide any other information reasonably requested by the FSD.
4. The obligation of FSD to make the Disbursement of the Grant is conditioned on FSD’s timely receipt of the Documents/Information stated above.

HI is required to keep the financial records with respect to the Grant, along with copies of any Document/Information requested by FSD for at least four (4) years following the date of signature of this Agreement. Notwithstanding anything to the contrary contained to this Agreement, the foregoing obligation shall survive the Term of this Agreement.

In addition, HI and/or Principal Investigator are required to disseminate among the scientific community and the general public, in any form of presentation, the results contained in the Published Manuscript. Communications shall be notified to FSD as stated in Article 7 of this Agreement.

**Article 4 – Collective obligations of the parties**

In the execution of this Agreement, the parties shall strictly comply with all applicable Spanish and HI National laws and codes of conduct, and all data privacy obligations.

HI shall immediately notify FSD in writing in the event the Principal Investigator’s affiliation with HI terminates or if the Principal Investigator ceases to be the principal investigator of the Manuscript during the Term of this Agreement.

The Grant will cover an amount of up to €2,000 corresponding to the cost of the publication of the Manuscript in the Journal, excluding taxes or duties applicable in the country of the HI. Only in the case that the HI is a non-profit entity without commercial activity, the Grant may cover the amount corresponding to taxes and fees applicable, provided that the full Grant does not exceed the limit of €2,000. For this purpose, HI must provide FSD with an affidavit stating these terms and signed by the HI representative.

**Article 5 – Transparency**

HI acknowledges and agrees that FSD may disclose certain terms of the present Agreement and may disclose the grant made to HI pursuant to this Agreement to the extent FSD determines, in its sole discretion, that the disclosure thereof is required by applicable laws and codes of conduct or by FSD policy without prior notice. HI further agrees to provide, at FSD reasonable request and expense, any and all information necessary for FSD to make a required posting or report. HI agrees and covenants to notify FSD in the event that HI becomes aware that any such reporting by FSD is incomplete or inaccurate.

FSD's disclosure shall include, but is not limited to, the requirement imposed on FSD by applicable law or relevant code of conduct. The disclosure shall include a description of the nature of the support that is sufficiently complete to enable the average reader to form an understanding of the significance of the support.

**Article 6 - Termination**

This Agreement may be terminated by FSD at any time in the exercise of its sole discretion upon fifteen (15) days prior written notice to HI. Unjustified delay of one (1) month from the committed date of delivery of the Documents/Information may entitle FSD to terminate this Agreement and to not make the Disbursement. Other reasons for termination of this Agreement may include but are not limited to: (i) breach of the Agreement by HI which was not cured within thirty (30) days from the receipt of a notice of such breach by FSD; or (ii) breach of applicable laws by HI.

The termination by FSD under these premises will not give rise to HI to claim any amount in compensation for any reason. The non-compliance by HI of any of the commitments acquired through the signing of this Agreement will give rise to FSD to claim the reimbursement of the amount given as a grant, and the claim for damages that may have been caused. Likewise, FSD may demand the immediate withdrawal of its logo or any mention of FSD in public media of any type. For this purpose, a written request from FSD addressed to the signatories of this Agreement and to the contact addresses indicated in Article 14 will suffice.

**Article 7 – Recognition and Publicity**

FSD will be recognized in the Acknowledgement and/or Funding Information section(s) in the Published Manuscript as follows: “**This publication has been supported by Dravet Syndrome Foundation Spain**”.

FSD and HI and Principal Investigator shall obtain prior written consent from each other before using the name, symbols or marks of the other in any form of publicity in connection with the Grant or otherwise. HI and Principal Investigator will provide to FSD for its review and approval the text and images of any proposed publicity concerning the Grant and/or FSD prior to its release, at least fifteen (15) days prior to the date of publication. FSD may request to include information regarding the Grant, including the amount and purpose of the Grant, any image that may have been provided, or other information or materials about the Grant in FSD’s periodic public reports, newsletters, news releases and websites, within said 15 days period. HI and Principal Investigator shall immediately notify FSD of any articles and/or other publications and/or presentations produced and/or conducted by HI or the Principal Investigator that include information relating to the Grant and/or FSD. In the event that HI or Principal Investigator do not respond within said 15-day period as described above, FSD may proceed with such publication without further delay. Notwithstanding anything to the contrary contained in this Agreement, the foregoing obligations shall survive the Term of this Agreement.

FSD may invite or request Principal Investigator or its collaborators to present the data contained in the Published Manuscript at one of FSD’s events. Principal Investigator and/or its collaborators are, however, not obliged to accept FSD’s invite/request for presentation.

**Article 8 – Confidentiality**

“**Confidential Information**" means any and all of the Parties’ confidential trade secrets, proprietary information, and data that are not generally known to third persons who could derive economic value from its use or disclosure. The Parties agree to hold in the strictest confidence, to use solely in connection with performing the publication described in the Grant which is the subject of this Agreement, and not to copy, reproduce or alter, in whole or in part, or disclose to third Parties any information disclosed, in writing or orally or by electronic or any other means, provided that Confidential Information shall not include information that:

1. is legally in the Parties’ possession prior to disclosure and is not subject to a nondisclosure obligation;
2. becomes part of the public domain not through any Party’s fault;
3. is developed independently of disclosure by a Party; or
4. is released in writing by a Party so that another Party may make public disclosure.

If a Party is required (by law or valid legal process) to disclose Confidential Information, that Party will promptly notify the other Party in writing of such requirement so that the affected Party may seek an appropriate protective order or waive in writing the other Party’ compliance with this Section.

A Party receiving Confidential Information shall secure it and maintain its integrity so as to prevent any breach of this Section and immediately report to the other Party any unauthorized use or disclosure of such Confidential Information.

All applications and evaluations are considered confidential and are only available to FSD and FSD’s staff. The duty of confidentiality extends to all persons who have a relationship of any kind with HI and who, in order to comply with the obligations of this Agreement, must know its contents. All information provided in the Documents/Information shall be treated as confidential with the noted exception of the specific information intended for the lay public, which should not contain Confidential Information, as this will be shared publicly by FSD.

**Article 9 – Intellectual Property**

This Agreement does not entitle FSD the concession, express or implied, of any intellectual property rights which arise in the course of the implementation of the Grant by HI and the Principal Investigator. Consequently, this Agreement may not be understood, in any case, as the granting of any patent, license or copyright. The intellectual property of the developments, reports, tools, discoveries, etc. obtained by HI and/or Principal Investigator will correspond to HI and/or Principal Investigator.

**Article 10 - Independent Parties**

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

**Article 11 -** **Indemnification/Disclaimer of Warranty**

HI agrees to defend, indemnify and hold harmless FSD and its directors, officers, affiliates, employees, volunteers and agents from and against any and all liabilities, damages, losses, costs, expenses, judgments and attorneys’ fees (collectively, **“Losses”**) arising out of or in connection with the use of the Grant including without limitation, any Losses arising from any negligence, willful misconduct, breach of this Agreement by HI. HI will hold FSD harmless from any claims that may arise with respect to the authorship and the content of the Manuscript.

HI agrees to take responsibility for any costs, claims, damage or losses which arise as a result of negligence by HI or out of any breach by HI of any terms of this Agreement, keeping FSD unharmed. If, at any moment, FSD receives any type of claim as a consequence or derived from the Grant object of this Agreement, HI agrees to take responsibility for any costs, claims, damage or losses related to that claim.

**Article 12 - Assignment**

FSD shall have the right to assign this Agreement to an affiliate or successor of FSD, or in connection with a corporate reorganization or transfer of substantially all of FSD's assets, on the condition that FSD provides related prior written notice to HI.

HI shall not assign this Agreement to any third party.

**Article 13 – Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Spain.

**Article 14 – Contact addresses**

All written communication related to this Agreement and/or Grant shall be made between the Parties to the following addresses:

**FSD**

Amparo Bastos MontesinosCalle Savina 2, esc. Dcha, Puerta 9

46980 Paterna (Valencia), Spain

[research@dravetfoundation.eu](mailto:research@dravetfoundation.eu)

**HI**

Name and Surname of HI Representative

Postal Address of HI Representative 1

Postal Address of HI Representative 2

Email address of HI RepresentativE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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| --- | --- | --- |
| Signed by FSD |  | HI |
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|  |  |  |
| Name: José Ángel Aibar |  | Name: Name and Surname of HI Representative |
| Title: President  Date: |  | Title:  Date: |
|  |  |  |
|  |  |  |
|  |  | Name: Name of Principal Investigator  Title: Principal Investigator  Date: |