

# TERMS and CONDITIONS for IP Funding Grants

## 1. 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.

## 2. Scope

These terms and conditions (the "Terms and Conditions for IP Funding Grants") apply to Grants awarded as IP Funding Grants by the Foundation facilitated through the Foundation's application and grant management system, unless otherwise stated in the Confirmation Letter. The Terms and Conditions are available on the Foundation's website.

## 3. Definitions

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

### 3.1. Administrator

Administrator is a named contact person at the Grant Recipient who will be the primary administrator of the Grant. The administrator must be an employee of the technology transfer office or similar body at the Grant Recipient.

### 3.2. Applicant

The Applicant is the legal entity that applies for funding from the Foundation and is registered in the Foundation's application and grant management system NORMA. 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. The Applicant can only be Danish universities which have received a grant which is granted as of 1 January 2023, or have a supplemental IP agreement, to a former grant, specifying that it is possible to apply for IP funding, and in relation to an invention generated in the project under the former grant, which is accepted and filed as a patent application with a patent authority by the respective technology transfer office or similar body at the university.

### 3.3. Confirmation Letter

The Confirmation Letter is the document in which the Foundation informs the Grant Recipient that the Grant is awarded. The Confirmation Letter contains, among other things, the amount of the Grant, the Grant Period and payment information. The Confirmation Letter takes precedence over these Terms and Conditions.

### 3.4. Contact Person

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

### 3.5. IP Funding Grant

The IP Funding Grant is the funding of the filing and examination of the patent application in question that is transferred from the Foundation to the Grant Recipient.

### 3.6. Grant Application

The Grant Application comprises the Applicant's application for funding.

### 3.7. Grant Basis

The Grant Basis comprises these Terms and Conditions, the Grant Application, and the Confirmation Letter. Any subsequent adjustments or additions related to the Grant that the Foundation approves in writing will become part of the Grant Basis.

### 3.8. Grant Period

The Grant Period is the duration of the Grant as specified in the Confirmation Letter.

### 3.9. Grant Recipient

The Grant Recipient is the Applicant who, based on the Grant Application, has been selected to receive funding.

### 3.10. Non-compliance

Non-compliance has the meaning as set out in subsection 15.1.

### 3.11. NORMA

NORMA is the Foundations digital grant handling system.

### 3.12. Patent Application

The patent application, which the Grant is intended to financially support. The Patent application shall be managed by the Grant Recipient throughout the entire duration of the grant.

### 3.13. Terms and Conditions

Terms and Conditions has the meaning as set out in section 2.

### 3.14.. The Foundation

The Foundation has the meaning as set out in section 1.

## **4. General conditions**

### 4.1. Compliance with Grant Basis

The Grant Recipient must 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 Patent Application

The Grant Recipient is responsible for the filing and prosecution of the Patent Application supported by the Grant.

#### 4.4. Compliance with code of conduct

The Grant Recipient 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-ofconduct/>.

#### 4.5. Rules for eligibility

The Foundation's rules for eligibility are available on the Foundation's website:

<https://novonordiskfonden.dk/en/about-the-foundation/rules-for-eligibility/>.

#### 4.6. Legal and regulatory compliance

The Grant Recipient must comply with all applicable legislation, regulations, standards and ethical norms, including the Foundation's Code of Conduct as available on the Foundation's website.

## 5. Contact with the Foundation

Questions must be addressed to the Contact Person stated in the Confirmation Letter or to the Foundation at e-mail: [nfond@novo.dk](mailto:nfond@novo.dk) or phone: +45 3527 6600.

## 6. Administration of the Grant

The technology transfer office or similar body at the university administers the Grant. The technology transfer office or similar body is responsible for controlling, accounting and auditing of the total Grant.

## 7. Grant payment

#### 7.1. Request for payment

The Grant will be paid in one instalment. The payment of the Grant will automatically be processed within 30 days of receipt of a Confirmation Letter.

#### 7.2. Payments

The Foundation's payment is made exclusively to the Grant Recipient. Payments will be made to the NemKonto/Easy Account belonging to the Grant Recipient.

## 8. Use of funds

### 8.1. Use

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

### 8.2 Unused funds

Any unused funds exceeding DKK 1,000 must be returned to the Foundation no later than three months after it has been decided to stop the IP funding. Unused funds must be transferred to the Foundation's bank account: reg. no. 3100 and account no. 4475210352.

## 9. Reporting on the activities

### 9.1. General

The Grant Recipient is responsible for uploading of the International Report on Patentability, the patent application and a recommendation on continuing or ending funding in NORMA at the latest 25 months from filing of the patent application to the Foundation. The Grant Recipient is further responsible for reporting if the Grant Recipient wants to discontinue their IP funding together with a closing report specifying the status of the application. The reporting is done in NORMA.

### 9.2. Reporting and new grants

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

## 10. Financial reporting

### 10.1. Financial reporting in general

The Grant Recipient is responsible for any financial reporting in the NORMA system.

The Foundation uses two types of financial reporting for IP Funding Grants:

- Financial reporting at 25 months; and
- final financial reporting.

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

### 10.2. Financial reporting at 25 months

The Administrator must submit a financial report for the Grant on behalf of the Grant Recipient at the latest 25 months after filing date of the patent application including a budget for entering national phase for all countries considered. Documentation for all expenses must be included in the financial report.

### 10.3. Final financial reporting

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

#### 10.4. Financial closing

Within three months after the Grant Period ends or the Grant is terminated, 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. Submission of financial reports

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

## 11. Decision at 25 months

When the Administrator has reported on activities, the Foundation has 3 months to decide on the continuation of the funding. The Administrator will be informed in writing. The Foundation may invite the Administrator to a meeting to discuss the status of the patent application.

## 12. Closing of the grant

If the decision is made to cease IP funding at 25 months, the Grant will be terminated. Should the funding continue beyond 25 months, the Administrator is required to notify the Foundation when the funding is running out, which will subsequently lead to the termination of the IP Funding Grant.

## 13. 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 Application and any subsequent approved changes. The Foundation may choose to appoint an independent auditor to conduct the audit. The Foundation will pay the costs to the independent auditor. The Grant Recipient must make itself available and contribute loyally to the audit as requested by the Foundation and make all relevant material available.

## 14. Personal data

When submitting an application to the Foundation, the Foundation may 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". This also applies in relation to the process of personal data that may be processed for the purpose of paying the Grant. Further, the Foundation may process personal data for the purpose of assessing the impact of the Foundation's 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. More information about this processing of personal data is included in the Foundation's privacy notice, section 2.2 "Grant administration and impact assessment".

Further information, including about the data subject's rights: 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". The Foundation's privacy notice can be found on the Foundation's website: [General-privacy-notice-2021.pdf \(novonordiskfonden.dk\)](https://www.novonordiskfonden.dk/General-privacy-notice-2021.pdf).

## **15. 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.

## **16. Breach of contract and force majeure**

16.1.

If the Grant Recipient or any other person or legal entity related to the Grant does not comply with the conditions of these Terms and Conditions for IP Funding Grants, the Foundation is entitled to terminate the Grant, reduce, phase out and/or demand repayment of the Grant in full or in part.

16.2.

Neither the Foundation nor Grant Recipient will be liable for any unforeseeable event beyond its reasonable control and not caused by its own fault or negligence, force majeure, which causes the party to be unable to perform its obligations under the Confirmation Letter, and which it has been unable to overcome by the exercise of due diligence. If a force majeure event occurs, the party unable to perform will promptly notify the other party. It will use its best efforts to resume performance as quickly as possible and will suspend performance only for such period of time as is necessary as a result of the force majeure event. If a force majeure event exists for such a long period of time that the Foundation reasonably determines that the purpose of the Grant can no longer be met or is no longer relevant, then – upon good faith consultations with the Grant Recipient - the Foundation may terminate the Grant.

## **17. Choice of law and jurisdiction**

17.1.

These Terms and Conditions and the Grant Basis are governed by Danish law.

17.2.

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 administered 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.

17.3.

Regardless of subsection 20.2, the Foundation is entitled to exercise all other powers in accordance with applicable legislation.

## **18. Confirmation by requesting the Grant**

By submitting an application for an IP Funding Grant 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 of 6 years;
- confirms the validity of the information in the Grant Basis;
- confirms that the IP Funding Grant in the entire Grant Period will be used to support the purpose defined in the Grant Basis