

AGREEMENT FOR ROTRF GRANT AWARDS

Between

The Roche Organ Transplantation Research Foundation
registered in Basel, Switzerland,
offices located at P.O Box 222, 6045 Meggen, Switzerland
(hereafter called the "ROTRF")

And

[INSERT]
(hereafter called the "Applicant")

And

[INSERT}
(hereafter called the "Institution")

Whereas, ROTRF is dedicated to the advancement of organ transplantation science and is committed to providing financial support to research projects in this field; and

Whereas, Institution is engaged in research projects in the field of organ transplantation science,

The parties hereto agree as follows:

1. Project Summary

Title:

Surname:

Name:

Institution:

Project Title:

CI:

Grant awarded:

Funds disbursed over:

Proposed start date:

Estimated completion date:

2. Basis of the Agreement

This Agreement is based on the contents and legal statements of the full paper submission No: *[INSERT]*, which the Applicant and the Institution have signed, when submitting the research proposal with the project title "*[INSERT]*" (hereinafter called the "Project"). In case of discrepancies between this Agreement and the full paper submission, the provisions of this Agreement shall prevail.

All provisions contained in the latest version of the Charter and the Statutes of ROTRF, as published on the ROTRF homepage (Internet address: www.ROTRF.org) shall apply as general terms to this Agreement. ROTRF shall be free to amend both documents at any time but the version of the documents on the date of signing the Agreement (see attached copy) shall be binding upon the Institution and the Applicant. The Institution and the Applicant hereby confirm to have familiarized themselves with the latest version of both documents on the ROTRF homepage (see attached copy) and to agree to their contents.

2.a Special Considerations

(i) *[INSERT AS NEEDED]*

Signature of Applicant:

By _____

Name _____

Signature of Institution:

By _____

Name _____

3. Start Date of Research

As soon as possible or within 6 months of approval. Failure to initiate the Project within this period will result in the possible withdrawal of the grant.

4. Funds Disbursement

All funds will be disbursed in Swiss Francs (CHF).

CHF [INSERT]-- will be paid 2 weeks after the effective date of the agreement (see section 11).

CHF [INSERT]-- will be paid on [INSERT], contingent upon receipt of interim progress report by the ROTRF Secretariat.

CHF [INSERT]-- will be paid on [INSERT], at the latest, contingent upon the satisfactory receipt of the final report by the ROTRF Secretariat.

5. Progress Reports

Before the end of [], or earlier if appropriate, an interim progress report must be submitted to the ROTRF Secretariat with attached abstracts, reprints and manuscripts of the Project. If there are no published materials credited to the Project, the report can be sent via the Internet to the ROTRF Secretariat at admin@rotrf.org. The progress report should be approximately 500 words in length (excluding attachments of no more than one key figure and a reference list) and should describe any progress made on the specific aims of the Project as described in the research proposal. The ROTRF shall have the right to publish all interim progress reports free of charge and without restriction (including without limitation to repeat publications) on its website and in other media. Failure to submit an interim progress report will result in funds being held in abeyance and possible termination of this Agreement.

6. Final Scientific Report

Payment of the final ten percent of the grant award is contingent upon the ROTRF's receipt of a satisfactory final Project report within sixty (60) days of the Estimated Completion Date, or in no event later than 90 days. The final Project report should be approximately 250 words in length (excluding attachments of no more than one key figure and a reference list). Copies of reprints, abstracts or manuscripts in press must be included with the final Project report. The ROTRF has the right to publish and reprint the final Project report in electronic and written form on its website and in other media free of charge and without any limitation. Failure to submit final Project reports may affect both the Applicant and Institution's eligibility for subsequent funding from the ROTRF.

7. Reimbursements

The ROTRF may demand the reimbursement of funds, which have been or will be or appear to be used – in ROTRF's discretion - contrary to the aims of the ROTRF or in contravention of agreed conditions.

8. Representations and Warranties

By signing this Agreement, the Applicant and the Institution individually represent, warrant and agree to and with the ROTRF that:

1. the Institution recommends the Applicant for the grant;
2. any information provided by the Applicant or the Institution is accurate, not misleading and consistent with the policy of the Institution;
3. the Applicant has not been barred from applying to any other research-funding organisation for reasons of breach of standards of ethics or integrity;
4. any research carried out with funds from the ROTRF respects all grant application requirements of ROTRF and complies with the ethical conduct of research as expressed in the ROTRF charter and ROTRF statutes as published on the ROTRF homepage (<http://www.rotrf.org>) on the date of signing the Agreement; and as expressed in the latest version of the World Medical Association Declaration of Helsinki (available on the ROTRF homepage and on <http://www.wma.net>);
5. the Project has been approved without any restriction by the Institution regarding Biosafety, Animal Care and Human Subjects;
6. in case of the involvement of human subjects and/or human material in the proposed experiments, the Applicant has to provide approval by the Institutional Review Board (Ethical Committee) for these experiments and written patient consent forms which will be subjected to approval by the Board of Trustees;
7. the Project will be carried out in accordance with Good Clinical Practice, if applicable;
8. any trial will be conducted according to the Regulations of the Institution;
9. the Regulations of the Institution are in accordance with the applicable laws and regulations as well as local and international human and animal ethical standards (latest version of the World Medical Association Declaration of Helsinki);
10. the Applicant acts within the scope of its employment when pursuing the Project; and

11. Applicant and Institution acknowledge that the role of ROTRF under this Agreement is limited to the financial support outlined in paragraph 4. ROTRF exerts no control over, and has no responsibility in the Project or its outcome.
12. Institution and Applicant will not use more than ten percent (10%) of the grant award from ROTRF for Project overhead costs.

9. Covenants of the Institution

The Institution undertakes with the ROTRF that the Institution shall:

1. provide adequate accommodation and research facilities for the duration of the grant;
2. provide the Applicant with a suitable affiliation which will allow successful completion of the Project;
3. administer any grant or award received hereunder according to the policies of ROTRF as set out in the ROTRF Charter;
4. investigate by appropriate procedures any allegations of conduct inconsistent with ROTRF's policies and proactively take corrective action;
5. report to the ROTRF the results of any investigation coming to the conclusion that an Applicant has infringed any policy of ROTRF;
6. immediately notify the ROTRF if the Project cannot be executed as proposed and return the money to ROTRF;
7. immediately notify the ROTRF if the Applicant leaves the Institution. It shall then be up to the ROTRF Board of Trustees to decide about the project;
8. properly monitor the Project and immediately report any non-foreseen or foreseeable occurrences.

10. Institution Indemnification and Insurance

A. Institution Indemnification of ROTRF

The Institution shall defend, indemnify, and hold harmless the ROTRF and its officers, agents and employees (including without limitation the members of the Boards of Trustees, ROTRF Scientific Advisory Committee and the ROTRF Secretariat) (each of them an "Indemnified Party") from and against any and all third party claims, demands, actions, damages, liabilities, costs, losses, expenses and other sums (including but not limited to all reasonable costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which an Indemnified Party may incur or suffer or which may be made against an Indemnified Party in connection with

or arising from (i) execution of the Project; or (ii) any breach or alleged breach of its obligations under this Agreement.

It is understood that the inability of the Institution to assume or perform directly certain of its indemnification obligations and responsibilities hereunder shall in no case render this Agreement (in whole or in part) null and void but shall be cured by providing insurance as described below.

B. Institution Insurance for the Benefit of ROTRF

In the event applicable laws, regulations or directions prevent the Institution from providing indemnity under the preceding Article 10.A, the Institution shall, prior to the Effective Date of this Agreement, provide evidence of a program of self-insurance or third party liability insurance of amount adequate to cover its obligations under this Agreement, such adequacy to be at the sole discretion of the ROTRF.

11. Effective Date

In case insurance coverage is necessary, this Agreement shall only become effective upon signing by all parties and on the day when ROTRF – in its discretion - has received adequate proof of sufficient insurance coverage as required by this Agreement. ROTRF shall notify the Institution and the Applicant accordingly. The Agreement shall expire if proof of sufficient insurance coverage shall not have been provided within 60 days after this Agreement has been signed by all parties. In case no insurance coverage is necessary pursuant to Paragraph 10. A., this Agreement shall become effective upon signature by all parties.

12. Transferability

If Applicant leaves his/her employment with Institution, ROTRF has the exclusive right to transfer this Agreement and all rights and responsibilities thereto appertaining, without limitation, in its sole discretion, to the Applicant's new employer/new Institution.

13. Survival of Representations, Warranties and Obligations

The representations, warranties, agreements, undertakings and indemnities herein shall continue in full force and effect notwithstanding completion of the Project.

14. Dispute Resolution

Any controversy or claim arising out of or relating to any provision of this Agreement or any breach hereof, shall be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce then currently in effect by a sole arbitrator who shall not be of the same nationality of any of the parties. The arbitrator shall have the authority to consolidate related arbitrations arising under the Agreement. The arbitrator must render its award by the application of the substantive law of Switzerland without giving effect to principles of conflicts of laws and is not free to act as amiable compositeur or ex aequo et bono. To the extent possible, the arbitration hearings shall be maintained in confidence. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Geneva, Switzerland and the language of the arbitration and submissions and proceedings shall be English.

(signature page follows)

Institution:

Date _____

By _____

Name _____

Title _____

Applicant:

Date _____

By _____

Name _____

Title _____

ROTRF:

Date _____

By _____

Name _____

Title Chairman of the Board of Trustees

Trustee