

EDUCATIONAL GRANT AGREEMENT

Between

Incyte Biosciences Iberia S.L., [REDACTED]
(Madrid), Spain [REDACTED] (“Incyte”)

and

La Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI) [REDACTED]
[REDACTED] (“Recipient”)

BACKGROUND INTRODUCTION

Incyte is committed to positively impacting the lives of patients with cancer and other diseases. Recipient is a Public Foundation with the aim of developing and disseminating the App of Interactions between Tyrosine Kinase Inhibitors, a project developed by the Clinical Management Unit of Pharmacy of the Virgen Macarena University Hospital. Specifically, the aim is the hosting and maintenance of the aforementioned app, and the design and printing of explanatory cards about its operation. Recipient requested a financial support from Incyte (as per the original request for support herein attached in Schedule 2) to fund the Project described above and in Schedule 1 (“Project”). Incyte as part of its commitment to support medical education and quality patient care is willing to provide such support, subject to the terms of this Agreement.

Recipient is a non-profit organization of the public sector of the Andalusian Autonomous Government pursuant to Section 55 of Act 10/2005, of 31 May, about Foundations of the Andalusian Autonomous Government, and whose assets are subject, on a long-term basis, to teaching and scientific research development and technological development in Health Sciences.

Jose Cañón Campos, holder of ID [REDACTED] acting herein for and on behalf of the Andalusian Public Foundation for Health Research Management in Seville –in her capacity as Managing Director of the Foundation, by virtue of the powers conferred upon her by means of a Power of Attorney granted before the Notary Public practicing in Seville Mrs Montserrat Álvarez Sánchez, on the fourth day of August 2016 under number 629 of his Protocol.

Article 1 –Support

Incyte will provide Recipient with 2,640.00 EUR (“Support”) which shall be used by Recipient for the Project. Recipient is responsible for the proper administration of the Support to ensure it is appropriately accounted for and expended in the execution of the Project.

Article 2 – Payment of Support

[REDACTED]

2.1 Payment of the Support shall be made by Incyte to the bank account of Recipient identified on the Original Request for Support received from Recipient.

2.2 The Parties expressly acknowledge, for the avoidance of doubt, that the execution of this Agreement and/or the payment of the Support is not intended to and will not in fact influence any prescribing, or procurement decisions favourable to Incyte's commercial interests.

Article 3 – Transparency

3.1 Recipient shall be responsible to disclose that Incyte has provided Support for the purposes of the Project only and no other purpose, including but not limited through displaying Incyte logo (in the color and shape as communicated by Incyte) in any relevant format. Except as provided herein, Recipient undertakes not to use Incyte name nor any trademark or other distinctive signs belonging to the Incyte group of companies ("**Incyte Group**") in any statements or public announcements without Incyte's prior written consent. The Incyte Group shall have the right to use the name of Recipient for the sole purpose of complying with transparency reporting requirements to which it may be subject.

3.2 Incyte may publicly report or disclose the details of funding provided to Recipient under this Agreement. To enable Incyte to fulfil such reporting/disclosure activities, Recipient shall provide Incyte with information and data upon reasonable request of Incyte and Recipient consents to such public reporting/disclosure.

3.3. In conformity with the obligation regarding "transparency" applicable to Recipient by virtue of the Law 1/2014, 24 June on "Public Transparency in Andalucía", the present contract will be published to allow citizens and the society in general to have access to transparency of the activity, functioning and control measures of FISEVI. Being also the principles of personal data protection applicable, the publicity will proceed without indication of the personal data.

Article 4 – Compliance

4.1 The Project will not involve research in humans and or animals.

4.2 No identifiable personal data will be shared with Incyte and any personal data processing by Recipient shall be conducted in accordance with applicable laws and regulations (Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016) for which Recipient shall be the "Data Controller" for the purpose of data privacy law.

The personal data that you provide us will be used for its treatment for the purpose of management derived from the agreement, the execution of the obligations arising from it and contact, if necessary, for the adequate relationship of the parties, being stored for the necessary time to comply with the stipulated legal obligations.

The legal basis for the processing of your data is the execution of what is stipulated in this agreement.

Personal data will not be transferred to third parties, unless it is provided in a legal obligation.



The person responsible for the processing of your personal data is the Andalusian Public Foundation for Health Research of Seville, whose address [REDACTED]

The signatories may contact the Data Protection Delegate at the following email address [REDACTED].

They may exercise their rights of access, rectification, deletion of their personal data, or the limitation or opposition to their treatment, as well as the portability of their data, by requesting it in writing, with a copy of their personal ID, to the [REDACTED]

4.3 No part of the Support may be paid, granted or distributed to any other organization or individual, other than to pay reasonable compensation for legitimate items and services provided to Recipient in connection with the Project. Specifically, compensation to individuals for services (e.g. speaker/presenter fees) shall be within fair market value range and in no event shall exceed 200 Euro (or equivalent) per hour, excluding VAT. In countries where employer approvals or regulatory approvals are required Recipient shall ensure and verify that such are obtained in a timely manner before permitting performance of services or making any compensation payment. Recipient shall not transfer any portion of the Support to any third party, which is not involved in the running of the Project.

4.4 No portion of the Support shall be provided to a healthcare professional or to any government employee or official, except in compliance with the preceding section.

4.5 Incyte shall have no control or influence over the Project. Incyte shall have no liability with respect to any third-party claims arising from the Project.

4.6 The relationship under this Agreement is non-exclusive. The Recipient is free to seek funding from other companies at its discretion, provided, however, if any additional funding reaches a level such that all or part of the Support is no longer required by the Recipient, the Recipient shall immediately notify Incyte and shall refund such pro-rated amount of the Support that is no longer required.

4.7 Any discussion of medicinal therapies by the Recipient shall be non-promotional, balanced, accurate and complete and shall comply with applicable laws and regulations.

4.8 Recipient shall refund to Incyte any unused Support at the conclusion of the Project. Accordingly, within 30 working days of the completion of the Project, the Recipient shall complete and sign the Grant Use Certification form, which is attached herein as Schedule 3, and shall send the completed form to Incyte, in order to provide information on the usage of the Support received from Incyte. Recipient shall also provide Incyte with any additional information reasonably requested regarding the completion of the Project and use of Support, subject to confidentiality and privacy laws. Failure to provide the completed Grant Use Certification form and/or to refund unused Support (if applicable) shall exclude Recipient as an eligible grant funding recipient in the future.

[REDACTED]

4.9 Recipient confirms that the Support will not be used (and the budget provided for the Project does not include) any ordinary routine operating costs of the Recipient and/or any item for which the Recipient receives or is entitled to receive reimbursement or financial contribution from any third party, including but not limited to any governmental body, agency or authority. In addition, Recipient represents and warrants to execute the Project in compliance with applicable laws and regulations, including but not limited to those applicable to public foundations and entities.

Article 5 – Publication

5.1 The Recipient will submit to Incyte written materials intended for publication at least thirty (30) days prior to disclosure or submission for publication if they include mention of Incyte or its products. Incyte may request corrections to ensure accuracy or protection of Incyte confidential information.

5.2 The Recipient agrees to include the following acknowledgement language, or a variant thereof, when publicising the Project results: “This project was supported by an educational grant from Incyte Biosciences Iberia S.L., [REDACTED] [REDACTED].”

Article 6 - Duration

6.1 This Agreement shall continue in full force and effect from the date of signature until the earlier to occur of either (a) the date when both Parties completed their obligations from this Agreement, or (b) when either Party terminates this Agreement.

6.2 Either Party may terminate this Agreement if: (a) the Project is terminated early, or (b) if the Support is no longer required/needed by Recipient.

Article 7 – Miscellaneous

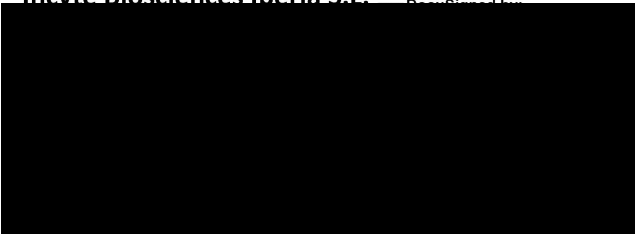
7.1 To solve any discrepancy or dispute which may not be solved with agreements reached between the parties hereto, they expressly renounce any jurisdiction to which they may belong and agree to be subject to the jurisdiction of the Courts and Tribunals of Seville.

7.2 Both Parties shall comply with applicable laws, regulations and guidelines in the performance of the Agreement. The Recipient agrees that Incyte may publish payments made to Recipient under this Agreement, including the Recipient’s name and the amount of the Support and such other information as may be required by applicable laws, regulations or industry codes or practice. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement. Changes and amendments to this Agreement are valid only if they are made in writing and signed by a duly authorised representative on behalf of each Party.

[REDACTED]

This Agreement may be executed in counterparts all of which taken together shall constitute one agreement and copies may be exchanged electronically, such as by e-mail (e.g. PDF) and such electronic copy of the signed document will be considered valid and binding on the signing Party.

Incyte Biosciences Iberia S.L.



La Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla

