

GRANT AGREEMENT

Between

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

and

FUNDACION PUBLICA ANDALUZA PARA LA GESTION DE LA INVESTIGACION EN SALUD DE SEVILLA
[REDACTED]
[REDACTED] (“Recipient”)

BACKGROUND INTRODUCTION

Incyte is part of an integrated global oncology company focused on transforming the lives of cancer patients. Recipient is a Healthcare Organisation which wishes to develop a web and mobile devices application to let physicians and pharmacists check the interactions of the different drugs that CML patients are having for other comorbidities with currently commercialized TKIs as an important factor in order to make the best decision in TKI selection for a certain patient. The project has two parts well defined as one is the IT development one and the other the hours of work of different authors searching the new drugs and new data of old drugs to be incorporated to the platform. The project will start in December 2020 with the IT development and expected to be finalized Q2 2021. This project is a clear benefit for patients as treatment decision is more reliable. Recipient requested a financial support from Incyte (as per the Original Request for Support herein attached in Schedule 1) to fund the Project described below 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.

Clause 1 –Support

Incyte will provide Recipient with Thirty-Four Thousand Twenty-Two EUR and Thirty-Five Cents (34,022.35 EUR) (“Support”) which shall be used by Recipient for the Project.

Clause 2 – Payment of Support

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. Recipient shall refund any portion of the Support that is not used for the performance of the Project to Incyte.

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.



Clause 3 – Transparency

3.1 Recipient must provide transparent declaration that Incyte has provided Support for the purposes of the Project only and no other purpose. 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, copy and publish the name, trademark, or logo of Recipient in order to comply 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.

Clause 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 for which Recipient shall be the “Data Controller” for the purpose of data privacy law.

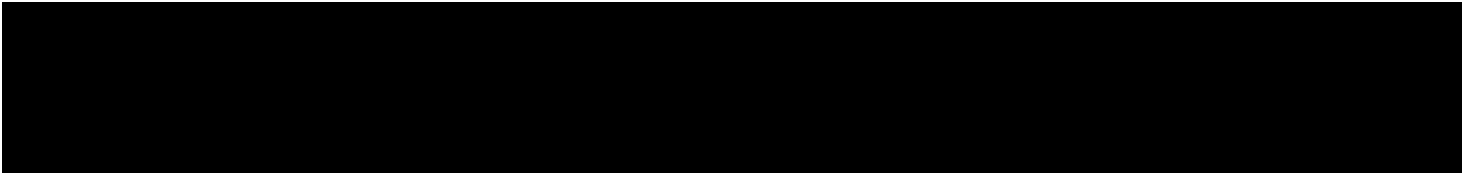
4.3 No part of the Support may be paid, granted or distributed to any other organization or individual, other than to pay reasonable compensation for items and services provided to Recipient in connection with the Project. Specifically, compensation to individuals for services (e.g. speaker/presenter 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.

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 the Recipient no longer requires all or part of the Support, the Recipient shall refund such 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 Upon request, the Recipient shall send to Incyte a written report describing how the Support has been used and shall provide a breakdown of the actual expenses and costs incurred.

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.

Clause 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.

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 a grant from Incyte Biosciences Iberia S.L.”

Clause 6 - Duration

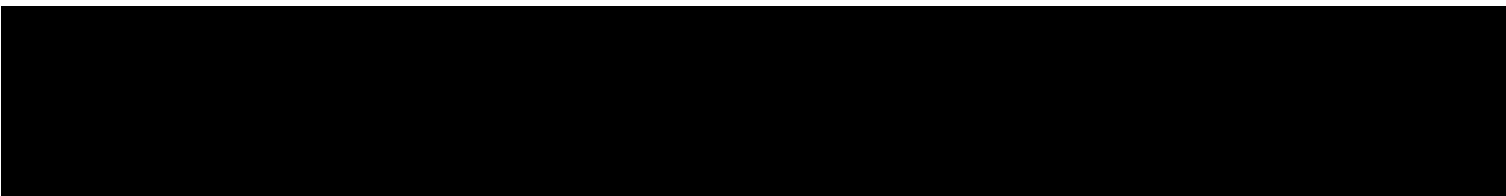
6.1 This Agreement shall continue in full force and effect from the date of signature until the earlier to occur of either (a) the date when both Parties completed their obligations from this Agreement, or (b) when either Party terminates this Agreement.

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.

Clause 7 – Miscellaneous

7.1 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. 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.

-signature page follows-



[REDACTED]

Incyte Biosciences Iberia S.L

Name (CAPS): Juan Díaz

Date: 12/15/2020

By signing below, you, as authorized representative of the below mentioned entity, confirm that this entity is lawfully entitled and authorized to receive third party financial support, including the Support described in this Agreement.

FUNDACION PUBLICA ANDALUZA PARA LA GESTION DE LA INVESTIGACION EN SALUD DE SEVILLA (FISEVI)

Name (CAPS)

Date: 12/15/2020

[REDACTED]