

Terms of the Agreement

This Agreement is entered into between:

1. **ICOM for Organization & Marketing**, having its address at El Asdekaa Garden City, Smouha, Alexandria, Egypt, dully represented by **Dr. Ahmed El Shal, Chairman**, referred to hereinafter as "**ICOM**";

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2. The winner of the grant: Dr. Radwa Aly Abdallah Mehanna, with ID number 27501110201266, having his/her address at 71 Khalil El Khayat- Masged Mostafa Kamel- kafr Abdo- Alexandria- Egypt.

referred to hereinafter as the "**Grant Winner**".

Hereinafter jointly referred as "**Parties**", or separately as "**Party**".

Whereas, ICOM is responsible of managing Dr. Wael El Mahmeed grant in cardiac field researches in Egypt, on behalf of the CardioVascular Research Education Prevention Foundation, hereinafter referred to as "**CVREP**", and has launched a competition to select the grant winner(s).

Whereas, the Grant winner is a Medical Doctor (MD), who has won the grant to conduct a research in the "Potential protective effect of Bone marrow mesenchymal stem cell derived exosomal miR-21 on In vitro cardiac ischemic model using C-kit+ cardiac stem cells".

Whereas, the Parties have negotiated and agreed to cooperate together to launch this Project as per the following terms:

Clause 1: Preamble

The previous preamble and any attached present and future annex shall constitute an integral part of this Agreement.

The Grant Winner proposal and action plan shall be considered as an integral part of this Agreement and shall have its force.

Clause 2: Duration of Agreement

This Agreement shall start from the signature date and shall remain in force until completion of the undertakings listed in this Agreement, however no later than the dates as provided in the proposal and the action plan.

Clause 3: Undertakings of ICOM

As the manager of the grant, ICOM will be responsible of:

1. Transferring the fund in installments to the Grant Winner according to the timeline as provided in this Agreement therein.
2. Receiving and studying the periodical reports submitted by the Grant Winner.

Clause 4: Undertakings of the Grant Winner

The Grant Winner undertakes to achieve the following as per the proposal submitted and the conditions of the grant:

1. Respect the timeline provided in the attached proposal and action plan.
2. Respect the budget as provided in the terms of the grant.
3. In case of insufficiency of funds, for any reason that may be, the Grant Winner undertakes to seek other funding resources to complete their research.
4. Present periodical technical and financial reports every six (6) months, detailing their progress and expenditure.
5. Keep records and proofs of expenses.
6. The research shall only be conducted in the Arab Republic of Egypt, and shall not, in any case that may be, include foreigner patients or leave the territory.
7. The end results and the research shall be published nationally and/or internationally.
8. The research shall include an acknowledgement to CVREP Foundation and to the grant donor, Dr. Wael El Mahmeed.

Clause 5: Financial terms

The Grant Winner shall receive a total amount of two hundred and fifty thousand Egyptian Pounds (EGP 250,000), divided into three (3) installments as follows:

1. Fifty percent (50%) paid at the beginning of the research.
2. Twenty-five percent (25%) paid after the submission and approval of the first six months technical and financial reports.
3. Twenty-five percent (25%) paid after the submission and approval of the second six months technical and financial reports.

The Grant Winner shall not have the right to request any additional funds to achieve the results presented in their proposal.

ICOM will not, in any case that maybe, withhold the payment of any installment due to the Grant Winner unless the progress report was not submitted as provided herein.

In the case where the report shows any deficiencies related to the obligations of the Grant Winner, payment of the installment can be delayed until the deficiency is remedied.

Clause 6: Force Majeure

If for any reason beyond either party's reasonable control, including but not limited to strikes; labor disputes; acts of war; civil disputes; acts of God; fires; epidemics; and flood or other emergency conditions, **ICOM and/or the Grant Winner** are unable to conduct their obligations, as stipulated in this Agreement on the dates and at the place indicated, the Parties will confer about cancellation, postponement or other needed action. If the Parties agree to cancel this Agreement under this clause, non-performance is excused and either Party may terminate this Agreement without further liability of any nature. Any such agreement must be stated in writing and delivered to the other Party.

Notwithstanding the terms of the previous paragraph, any charges that have already been paid and executed shall not be reimbursed.

Clause 7: Confidentiality

All documentations and information exchanged between the Parties in execution of this Agreement, in any form that may be, shall remain confidential between the Parties and

shall not in any way be communicated to any third party that may be unless previously approved in writing by the other Party.

In case of violation of the terms of this provision hereof by any of the Parties, the other Party shall have the right to terminate this Agreement immediately and shall have the right to incur compensations according to the damages occurred.

This clause shall survive the expiration or the termination of this Agreement.

Clause 8: Termination of the Agreement

Either Party shall have the right to request the termination of this Agreement at any time during its term in case of violation of any of the obligations provided herein and the other Party refused or failed to remedy it.

The Terminating Party shall have the right to **demand** compensations for any damages that they may incur. The other Party shall not withhold payment of damages in case of demand.

Clause 9: Dispute Resolution and Governing Laws

This Agreement is governed and construed according to the laws and regulations of the Arab Republic of Egypt.

In the case of dispute, the Parties agree to do their best endeavors to workout an amicable dispute resolution within one (1) week from the dispute.

In the case where the dispute could not be resolved amicably, the parties can resolve to the competent courts of the Arab Republic of Egypt.

On the date 6/11/2019, and in witness thereof:

ICOM	Grant Winner
<p data-bbox="418 1532 683 1563">Dr. Ahmed El Shal</p> 	<p data-bbox="1003 1532 1292 1563">Dr. Radwa Mehanna</p> 

STDF 🚩

Inbox - Exchange January 30, 2020 at 12:39 PM



STDF, Acceptance Congratulation Email

To: Radwa.mehanna

Dear Prof: **Radwa, Ali, Mehanna**

We are pleased to inform you that your proposal ID : **(28932)**,

titled: "**(The potential role of microRNAs conjugated gold nanoparticles in enhancing cardiac regeneration. In vitro study)**",

submitted to the Science and Technology Development Fund ([STDF](#)), within the framework of the : **(STDF Basic & Applied Research Grants (STDF-BARG))** Grant, has been accepted for funding.

Thank you for considering STDF as an outlet to fund your project.

To proceed with the contracting phase, please contact **Ms. (Eman Abbas Saleh)**. : at Email (eman.abbas@stdf.eg).

Best Regards,

STDF Executive Director.