



European
Crohn's and Colitis
Organisation

Grant Agreement

ECCO Grant Agreement

between

European Crohn's and Colitis Organisation

Ungargasse 6/13
1030 Vienna, Austria

Hereinafter jointly referred to as "Parties" or individually referred to as "ECCO"

and

**Name of scientist receiving ECCO Grant:
Francesco Giudici**

Address of scientist receiving grant:

and

**Name of research institution:
University of Florence; Department and Experimental and
Clinical Medicine**

Address of research institution:
Viale Pieraccini 6, Florence, Italy

hereinafter, jointly, referred to as "Parties" or individually referred to as "Party".

1. Preamble

1.1. ECCO is a leading institution, with its seat in Vienna, in the field of Inflammatory Bowel Diseases (IBD) and wishes to support scientific research in this field.

1.2. The ECCO Grant is awarded to encourage young, academically-oriented gastroenterologists in their career and to promote innovative basic and/or clinical scientific research in the area of Inflammatory Bowel Diseases (IBD). A key feature of an ECCO Grant is to conduct research across national boundaries. ECCO Grants are designed to promote European research into Inflammatory Bowel Disease and scientific integration. Its recipients, who are individuals, have been able to demonstrate that their research has a notable impact in its field, and the quality of their work has been recognised internationally. The Prize is dedicated to further recipients' future research by supporting direct costs, such as salaries, equipment (project equipment), research consumables, and other strictly project-related expenses.

1.3. The Parties to this agreement are

1.3.1 the European Crohn's and Colitis Organisation with its seat and secretariat in Ungargasse 6/13, 1030 Vienna, Austria, as the donor, and

1.3.2 _____ (**Recipient**) with his/her seat in _____ and his/her address at _____, as the beneficiary; and

1.3.3 _____ (**Institution**) with its seat in _____ and its address at _____.

2. Grant Prize

2.1. The ECCO Grant is a cash amount of EUR 80.000 (eighty thousand Euros) (hereinafter referred to as "Prize") and has the following duration, as outlined in the research proposal:

forecasted start of the project is: 01/2021 (MM/YYYY)

forecasted end of the project is: 12/2021 (MM/YYYY)

3. Award of the Prize

3.1. ECCO herewith awards to the Recipient and the Recipient accepts from ECCO the Prize pursuant to the terms and conditions of this agreement.

3.2. The Prize is awarded to the Recipient and Lead Institution for the project:

Fine determination of gut tissue layers' inflammation exploring immune-microbiota signatures: new biomarkers of recurrence in surgical patients with Crohn's disease?

3.3. The Prize is paid to the Recipient within two weeks following the signing of this agreement by ECCO.

3.4. The Prize is paid by electronic money transfer Ref: (Grant/ECCO/Recipient's Name) to the following bank account of the Recipient and Lead Institution:

Name of Institution:

Address of Institution:

Name of Institution's bank:

Institution's bank address:

Institution's bank account number:

Bank sort code:

IBAN:

BIC:

4. Obligations of the Recipient

In consideration for the award of the Prize, the Recipient undertakes vis-à-vis ECCO to comply with the following obligations:

4.1. Award

- 4.1.1. The Recipient agrees to participate in the 2021 Congress of the European Crohn's and Colitis Organisation, at the occasion of which the Recipient will be formally presented with the ECCO Grant Award in public.

4.2. Research

- 4.2.1. The Recipient is entitled to use the Prize solely for conducting research in the field described in Annex A hereto.
- 4.2.2. The Prize money is limited to be used for future research, and shall not be used to pay costs of research not covered by this agreement.
- 4.2.3. Usage of the Prize is limited to direct costs, such as salary support, equipment (project material), and other strictly project-related expenses, all to be agreed by ECCO.

4.3. Acknowledgement

- 4.3.1. The Recipient and Lead Institution will explicitly acknowledge (preferably in the title) in any publication, public presentation or other public communication (such as press releases or interviews), which relate to the research made with the help of the Prize, that ECCO has (i) awarded the Prize for the project and (ii) the Prize money has funded, or contributed to the funding of the research.
- 4.3.2. ECCO is entitled to publish details of the award of the Prize (including photographs of the participants, whereby permission is obtained in the context of ECCO Congress pictures) and to refer to the Recipient and his/her research work in public. Moreover, ECCO is entitled to quote from the publications of the project which are the subject of the ECCO Grant.

4.4. Reporting

- 4.4.1. Scientific Reporting: ECCO herewith requests from the Recipient to deliver two reports on the research work funded by the Prize:
 - 4.4.1.1. a 300 word synopsis of the project for ECCO News for submission within 4 months of receiving the award (to be sent to ecco@ecco-ibd.eu) structured as follows:
 - a. Background and aim of the research
 - b. Methodology / Experiments that will be used
 - c. Anticipated main impact
 - d. Proposed timeline
 - 4.4.1.2. the 300 word final report is due within 18 months of the signing of this agreement by ECCO for ECCO News / Website publication. The final report must contain clear descriptions of the objectives, the

methods, the findings, and the conclusions of the research work. The final report should be structured as follows:

- a. Aim of the research
- b. Methodology that was used in the research (including deviations – if any – from originally proposed methodology /experiments)
- c. Main findings / results of the research
- d. Conclusions and perceived impact of the findings
- e. Plan of publication

4.4.2. Financial Reporting

4.4.2.1. Upon full expenditure of the Prize money, the Recipient shall deliver to ECCO final accounts on the Prize. Such accounts must describe the direct cost items, for which the Prize was used, and must be in such detail and format that ECCO is put into the position to verify compliance of the Recipient with his/her obligations hereunder.

4.4.2.2. ECCO reserves the right, on prior written notice, to review and audit the documentation regarding the use of all funds (e.g. underlying invoices, contracts) and support provided by ECCO to the Recipient under the agreement, and, where necessary, verify their compliance with its representations and warranties under the agreement.

4.5. Notices and Communication

4.5.1. During the term of this agreement the Recipient shall immediately inform ECCO of the termination of the research funded by the Prize and of any change of address.

4.5.2. In the event that the Grant project supported by start-up funding through ECCO leads to commercial gain exceeding EUR 100,000 (gross) (one hundred thousand Euros), there is an obligation for Grant holders to repay ECCO for the Prize.

4.6. Publication

4.6.1. The Parties agree that ECCO, in case it is the sole supporting entity, has to be stated in the title of the project, or otherwise in a prominent manner. Precise wording has to be agreed in advance with the President of ECCO.

4.6.2. ECCO encourages investigators to submit the project outcome to ECCO's journal, the Journal of Crohn's and Colitis (JCC).

- 4.6.3. The Recipient undertakes to report to ECCO all publication references immediately after publication.

5. Obligations of the Institution

The Institution agrees vis-à-vis ECCO and the Recipient to comply with the following obligations:

5.1. Award

- 5.1.1. Each Party shall bear its own costs and expenses arising from or in connection with the drafting, conclusion, execution, and implementation of this agreement and with the award of the Prize.
- 5.1.2. The Institution shall receive and hold the Prize (not taxable under the Austrian VAT Act; no invoice to be issued by Lead Institution/Recipient) for and on behalf of the Recipient.
- 5.1.3. The Institution shall use and pay out the Prize pursuant to the instructions of the Recipient for the purposes described in clause 4.2.

5.2. Acknowledgement

- 5.2.1. The Institution will explicitly acknowledge in any publication, public presentation or other public communication, which relate to the research made with the help of the Prize that ECCO has (i) awarded the Prize for the project and (ii) thus funded the research.

5.3. Reporting

- 5.3.1. The Institution shall deliver to the Recipient ongoing and final accounts as provided for in clause 4.4.2.1.

6. Transfer of the Prize

6.1. If the Recipient changes from the Institution to another research facility and continues the research described in Annex A, he/she shall be entitled to transfer to such new research facility any Prize monies which have not yet been spent or committed at the Institution, provided, that the new research facility accedes to this agreement and agrees to submit to and continue all obligations of the Institution hereunder.

6.2. The Institution shall, upon the Recipient's written request and after the new research facility has acceded to this agreement immediately transfer to such new research facility any Prize monies which have not yet been spent or committed at the Institution. Furthermore, the Institution shall immediately prepare and deliver

to the Recipient and ECCO accounts of all expenditures financed with the Prize up to the date of the transfer of the Recipient to such other research facility.

7. Representations and Warranties of the Institution

7.1. The Institution represents and warrants to ECCO and the Recipient that

- 7.1.1. it is duly organised and validly existing under the laws where it is registered or established;
- 7.1.2. no administrator, liquidator, or similar official has been appointed with respect to the Party or the Party's assets and no petition or proceeding for such an appointment is pending; the Party is not insolvent or unable to pay its debts or has stopped paying its debts as they fall due; no execution or other process has been instituted against all or a substantial portion of the Party's assets or action has been taken to repossess all or a substantial portion of goods in the Party's possession;
- 7.1.3. it has the requisite power and authority to enter into this agreement and to complete the transactions contemplated hereby in accordance with the terms hereof;
- 7.1.4. the persons executing this agreement on its behalf have been duly authorised to do so in accordance with its statutes or internal rules;
- 7.1.5. this agreement constitutes a valid and legally binding obligation of the Party enforceable against it in accordance with its terms;
- 7.1.6. the execution, delivery and performance of this agreement by the Party have been duly and validly authorised by all necessary corporate or internal actions in accordance with its governing foundation and constitutional documentation and the laws of its country of registration;
- 7.1.7. the Parties must comply with the applicable provisions of EU, international, and national laws applicable.

8. Consequences of non-compliance

8.1. In the case that the Recipient violates any of its obligations in clause 4 (Obligations of the Recipient), ECCO may demand from the Recipient full or partial repayment of the Prize. Repayment of the Prize may be demanded by ECCO only if it has (i) first informed the Recipient in writing of its intention to do so and the

reasons therefore, (ii) set a reasonable deadline (not exceeding one month) for the Recipient to respond in writing, (iii) provided the Recipient the opportunity to remedy the violation within a reasonable period of time (to be set by ECCO in its sole discretion), and if the Recipient has not within such deadline remedied the violation to ECCO's satisfaction.

8.2. The right of ECCO to demand full or partial repayment of the Prize may be exercised until the fifth anniversary of the date on which this agreement has ended. Repayment is due within two weeks after receipt of a written demand. In case of late payment interest shall apply according to statutory law.

8.3. In case the Institution violates any of its obligations set forth in clause 5 (Obligations of the Institution) and 6 (Transfer of the Prize) ECCO is entitled to request compliance through the Recipient and Lead Institution with this agreement.

9. Duration of the agreement

9.1. This agreement shall enter into force upon signing by ECCO, the Recipient, and the Institution. It remains in force as long as and until the Recipient has delivered to ECCO the scientific reports 4.4.1, and the final accounts provided for in clause 4.4.2.1 in form and (with respect to the final accounts only) substance satisfactory to ECCO.

9.2. ECCO may terminate this agreement at any time for good cause or if any Party violates any material provision of this agreement.

10. Taxes, Costs and Expenses

10.1. From a VAT point of view, there is no exchange of services between ECCO and the Lead Institution/ Recipient. Therefore, the transaction is not taxable under the Austrian VAT Act. If this is not the case in the country of the Lead Institution/ Recipient, then the agreed grant amount is inclusive of all taxes and the Recipient and Lead Institution shall save and hold ECCO harmless for any such taxes, charges, and fees.

10.2. All bank costs in connection with the transfer of the Prize to the Institution's bank account shall be borne by the Recipient and shall be paid from the Prize money.

10.3. Each Party shall bear its own costs and expenses arising from or in connection with the drafting, conclusion, execution and implementation of this agreement and with the award of the Prize.

11. Final Provisions

11.1. Any changes or amendments of this agreement including this clause 11.1 may be made in writing only, signed by all Parties and ECCO.

11.2. If one or more provisions of this agreement are ineffective or unenforceable, the other provisions of this agreement will remain effective and enforceable.

11.3. This Agreement shall be construed and enforced in all respects in accordance with the Laws of Austria. The Parties agree to waive recourse to the doctrine of conflicts of law.

11.4. Any dispute relating to the interpretation or implementation of this agreement which the Parties hereto have failed to settle amicably shall be referred to the courts of Vienna for settlement.

11.5. This agreement shall be made in 3 (three) originals of which ECCO, the Recipient, and the Institution shall receive one each.



European
Crohn's and Colitis
Organisation

European Crohn's and Colitis Organisation

By:

Name:

Title:

Date:

Name of Institution:

By:

Name:

Title:

Date:

By:

Name:

Title: Recipient

Date:



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ANNEX A

Description of specific field of research for which the Prize is awarded: