

DIGITAL BRAIN PROJECT
TEMPLATE GRANT CONTRACT

This GRANT CONTRACT (including **Exhibit A**, this “**Agreement**”) dated as of [DATE] (the “**Effective Date**”), is made and entered into by and between

HOPITAL FONDATION A DE ROTHSCHILD, a non-profit healthcare foundation organized under French law, having its registered office at 29 rue Manin, 75019 Paris, France, registered with the INSEE directory of companies and establishments under number 784 778 029 (“**HFAR**”)

And [Awardee Name] (“**Grant Recipient**”).

HFAR and Grant Recipient may be referred to, individually, as a “**Party**” and, collectively with Grant Recipient, as the “**Parties**” in this agreement.

RECITALS

WHEREAS Meta Platforms, Inc. (“**Sponsor**”) has selected (“**HFAR**”) to act as the administrator of a grant program supporting the implementation of a scientific research project (the “**Project**”);

WHEREAS, in this capacity, HFAR is responsible for the administrative management of the grant and for the scientific coordination of the Project ;

WHEREAS the Grant Recipient submitted an application to participate in the Project and was selected following an evaluation process conducted by the Project independent scientific committee;

WHEREAS the Parties intend that this Agreement set forth the terms and conditions governing the Grant Recipient’s participation in the Project and the allocation and use of the related grant funding;

NOW, THEREFORE, the Parties agree as follows:

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1 DEFINITIONS

Defined Terms. In addition to terms defined elsewhere in this Agreement, the following terms will have the following meanings:

“Addendum” means an Addendum to this Agreement or the SOW that references the applicable document, is executed by the Parties, and is deemed incorporated by reference herein or therein.

“Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with HFAR or GRANT RECIPIENT, as applicable. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

“Agreement” means this Grant Contract and the SOW, and any of their Addenda.

“Background Intellectual Property” means the information, know-how, inventions whether or not patented, technologies, intellectual property rights, biological or chemical molecules, as well as any biological materials (i) which are owned or controlled by a Party, (ii) which have been acquired or developed by such Party alone or in collaboration with third parties before signature of the Agreement or independently of the Agreement.

“Exploit” means to make, have made, use, sell, have sold, market, offer to sell, import, reproduce, modify, create derivative works of, distribute, publish, perform, publicly display and otherwise exploit, including the right to make, have made, market, offer for sale, sell, have sold, use and import products or services.

“Deliverables” or **“Results”** means all the information, data, ideas, concepts, discoveries, inventions, developments, know-how, trade secrets, techniques, methodologies, modifications, innovations, improvements, writings, documentation, electronic code, lines, derivatives, biological or chemical material (including but not limited to molecules and models) or the like, whether or not protectable under state, federal or foreign patent, trademark, copyright or similar laws, whether or not written or otherwise fixed in any form or medium, regardless of the media on which they are contained, generated in or arising out of the performance of the Research Project, together with Intellectual Property Rights related thereto.

“HFAR Materials” means all HFAR Background Intellectual Property and HFAR- or HFAR Affiliate-licensed Third Party Materials provided by HFAR to GRANT RECIPIENT in connection with this Agreement, as may be described in the applicable SOW.

“Intellectual Property” means any algorithms, APIs, components, data, designs, devices, diagrams, discoveries, documentation, equipment, formulae, hardware, ideas, inventions, know-how, measurements, methodologies, models, molds, outcomes, output, practices, products, protocols, prototypes, reports, results, schematics, software, specifications, technical information, test parameters, tools, trade secrets, works of authorship, and any other deliverables or Intellectual Property, and all Intellectual Property Rights therein.

“Intellectual Property Rights” means all industrial and intellectual property rights throughout the world, including all letters patent, patent rights, utility models, registered designs, design rights and copyrights, mask works, database rights, moral rights, trademarks, trade names, trade dress, trade secret or other proprietary rights, whether or not registered or registerable, including all granted registrations and all applications for registration in respect of any of the same, therein or thereto, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may exist anywhere in the world.

“**OSS**” means any software, source code or digital item licensed under an open-source license as defined by the Open Source Initiative (<http://www.opensource.org>).

“**Personnel**” means either Party employees, independent contractors, subcontractors, consultants, any faculty, researchers, student assistants, and students of a Party or its Affiliates.

“**Research**” means the research project to be performed by Grant Recipient in accordance with the Agreement and described in the applicable SOW.

“**Statement of Work**” or “**SOW**” means a written statement of work (including all Addenda and other documents attached thereto and incorporated by reference therein) in substantially the form attached as Exhibit A that is agreed upon and signed by both Parties for the performance of the Research under the Agreement.

“**Third Party Materials**” means Intellectual Property owned by a third party, including OSS.

2 Performance

2.1. **Performance of the Research.** GRANT RECIPIENT will perform the Research as described in the applicable Statement of Work pursuant to the terms of the Agreement. Each Statement of Work will be in writing and signed by GRANT RECIPIENT and HFAR. Unless otherwise agreed by the Parties, each Statement of Work will include: (a) a detailed description of the Research; (b) the schedule or term for performance of the Research (the “Research Term”); (c) the fees, reimbursable expenses and other compensation payable by HFAR to GRANT RECIPIENT for the Research, and the Research Budget; (d) a description of any HFAR Materials to be provided to GRANT RECIPIENT by HFAR.

Each Addendum will be in writing and signed by GRANT RECIPIENT and HFAR.

2.2. **Changes.** The Parties may from time to time make changes to the Research to be performed by executing an amendment to the applicable SOW reflecting the changes.

2.3. **Performance Standards.** GRANT RECIPIENT Personnel participating in or performing any Research will conduct the Research in accordance with generally-accepted academic standards of workmanship and effort at a quality comparable to research performed at similar institutions.

2.4. **Performance Restrictions.** GRANT RECIPIENT will not use in performance of the Research or incorporate any GRANT RECIPIENT Background Intellectual Property, OSS or other Third Party Materials into any Deliverables without (a) first identifying such GRANT RECIPIENT Background Intellectual Property, OSS or other Third Party Materials to HFAR, and (b) obtaining HFAR’s express prior written approval of GRANT RECIPIENT’s use or incorporation of such GRANT RECIPIENT Background Intellectual Property, OSS or other Third Party Materials. In conducting the Research, GRANT RECIPIENT Personnel should avoid use of sensitive, offensive, defamatory, or otherwise unlawful content, or in violation of any applicable regulations or laws.

3 Term and Termination

3.1. **Term.** The term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years unless terminated in accordance with this Agreement (“Term”). On expiration or termination of this Agreement: (a) the Parties will not enter into any additional SOWs; and (b) the applicable SOW entered into during the Term will continue in full force and effect until the end of the Research term (as governed by this Agreement and stated in Exhibit A), unless the applicable SOW or Research is terminated in accordance herewith. The applicable SOW will continue for the Research Term set forth therein unless earlier terminated as set forth herein.

3.2. Termination.

3.2.1 Termination by HFAR. HFAR may, at its option, terminate the applicable SOW by giving GRANT RECIPIENT at least thirty (30) days' prior written notice of such termination. HFAR may immediately terminate this Agreement if GRANT RECIPIENT is in breach of its undertakings hereunder.

3.2.2 Termination by GRANT RECIPIENT. If HFAR defaults any of its other material obligations under this Agreement, then GRANT RECIPIENT may terminate the applicable SOW by giving HFAR thirty (30) days' prior written notice of such termination; provided, however, that such termination will not be effective if HFAR substantially cures the default within such thirty (30) days after receipt of GRANT RECIPIENT's notice of termination.

3.2.3 Other Termination. The Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party if there are no SOWs then in effect.

3.3. **Effect of Termination.** Upon any termination of the SOW, GRANT RECIPIENT will proceed in an orderly manner to promptly wind down and conclude the Research, and provide Deliverables to HFAR. HFAR will pay GRANT RECIPIENT for all Research conducted and Deliverables provided up until the date of termination. Termination or expiration of the SOW or the Agreement will not affect either Party's rights and duties which, by nature, are intended to survive the termination or expiration of the Agreement.

3.4. **Suspension and Refund of Grant Funds.** HFAR may, by written notice to the Grant Recipient, terminate in whole or in part the Agreement and/or suspend any pending payment and/or require the total or partial refund of any Grant funds already disbursed if:

- (a) the Grant Recipient has failed to comply with any material obligation under this Agreement;
- (b) the Grant Recipient has provided inaccurate or misleading information in any report or communication to HFAR;
- (c) the Grant Recipient has committed fraud in connection with the Research or the use of Grant funds; or
- (d) such action is necessary to comply with applicable law or regulation.

Any refund shall be made within sixty (60) days of HFAR's written demand. This right is without prejudice to any other remedy available to HFAR under this Agreement or at law.

4 Compensation

4.1. **General.** As compensation for GRANT RECIPIENT's performance of the Research, HFAR will pay GRANT RECIPIENT the fees, reimbursable expenses and other compensation set forth in the applicable SOW subject to the limitation set forth in this present article 4 ("Grant funds"). HFAR must preapprove all reimbursable expenses in writing to the extent such amounts exceed the amount set forth in the applicable SOW.

4.2. **Research Budget.** The amounts payable by HFAR for GRANT RECIPIENT's performance of the Research will, in no event, exceed the amounts described in the research budget set forth in the applicable Statement of Work ("Research Budget"). The Research Budget shall be limited to costs that are directly or reasonably necessary to the achievement of the research objectives as described in the SOW. In the event that any amounts payable under this are likely to exceed the respective amount budgeted in the Research Budget, GRANT RECIPIENT will promptly notify HFAR and provide the following:

- a) an explanation of the reasons why the respective amounts set forth in the Research Budget may be exceeded;
- b) the estimated amount by which such amounts set forth in the Research Budget may be exceeded;

- c) a description of any changes in the Research Budget that may be required to complete the Research in accordance with this Agreement; and
- d) any changes in the Research that may be required to complete the Research within the then-current Research Budget.

HFAR must approve all amounts payable under this Section that exceed the respective amount budgeted in the Research Budget in advance and in writing prior to GRANT RECIPIENT exceeding the Research Budget.

4.3. Payment. GRANT RECIPIENT will issue invoices for amounts payable under this Section specified in the applicable Statement of Work. HFAR will pay GRANT RECIPIENT all undisputed amounts thereunder within sixty (60) days after receipt of GRANT RECIPIENT's validly issued invoice. If any invoice is disputed, the disputed amount will be due and payable within sixty (60) days after resolution of such dispute. All amounts payable under this Agreement are denominated in US Dollars . The amount payable is excluding VAT.

4.4 Tax Obligations. All taxes, duties, or levies arising from the receipt or use of the Grant funds shall be the sole responsibility of the Grant Recipient. The Grant Recipient shall provide HFAR, upon request, with any tax identification numbers, certificates, forms, or other documentation reasonably required for HFAR to comply with applicable tax reporting or withholding obligations. Where applicable, HFAR shall be entitled to deduct and withhold from any payment such amounts as required under applicable law.

4.5 Grant Fund Restrictions. The Grant Recipient shall use the Grant funds exclusively for the performance of the Research in accordance with the Research Budget and the SOW. Without limiting the generality of the foregoing, the Grant Recipient shall not use any Grant funds, directly or indirectly:

- (a) for the personal use or benefit of any individual;
- (b) to engage in lobbying activities or efforts to influence legislation or government policy;
- (c) to influence the outcome of any election for public office;
- (d) to make any payment intended to improperly influence any act or decision, or to secure any improper advantage;
- (e) illegal activities;
- (f) Is not the target of any sanctions or export control restrictions administered or enforced by the U.S., EU, United Nations, or UK;
- (g) for any purpose unrelated to the Research
- (h) gifts or recreational entertainment to U.S. or Canadian healthcare professionals; any permitted meals or travel for healthcare professionals must be modest, incidental to bona fide Grant Program activities, and in accordance with applicable laws regarding healthcare fraud and abuse laws.

The Grant Recipient shall provide HFAR with immediate written notice of (i) any inability to use the Grant funds for the Research, and (ii) any proposed expenditure deviating from the Research Budget, which shall require HFAR's prior written approval.

5 Equipment and Materials

5.1 License. Any equipment or HFAR Material provided to Grant Recipient for the performance of the Research is provided solely for such performance and for no other purpose. An amendment to the Agreement shall be executed before such provision to set forth the applicable terms of license.

5.2 Equipment purchased by Grant Recipient. GRANT RECIPIENT shall not purchase any equipment or other tangible items for the Research with funding provided by HFAR or otherwise at HFAR's expense unless such equipment or items are expressly set forth in the Research Budget. Unless otherwise

expressly agreed in writing by the Parties, title to any such equipment or other tangible items purchased by GRANT RECIPIENT for the Research will vest in GRANT RECIPIENT.

6 Sponsor involvement and compliance obligations

6.1. Steering and Monitoring Committees. The Grant Recipient acknowledges and agrees that the Sponsor and its advisory partner, University of Montreal, may participate in, and be represented on, any Executive Committee, Scientific Committee, or other monitoring committee established in connection with the Research Project (collectively, the "Project Committees"). In this capacity, the Sponsor may, in particular:

- (a) attend meetings of the Project Committees and receive all related documentation, including scientific progress reports, deliverables, and financial summaries provided by the Grant Recipient to HFAR;
- (b) make observations, recommendations, or requests regarding the scientific direction, milestones, timelines, and deliverables of the Research Project, which shall be communicated to the Grant Recipient through HFAR;
- (c) request, through HFAR, additional information, clarification, or supporting documentation from the Grant Recipient in connection with the performance of the Research Project.
- (d) For the avoidance of doubt, the Sponsor does not influence the authority of the Scientific Committee to conduct the scientific evaluation of proposals or issue the final scientific ranking and selection recommendations of Awardees,

The Grant Recipient shall respond to any such request within a reasonable timeframe, as notified by HFAR.

For the avoidance of doubt, the Sponsor's participation in the Project Committees shall not create any contractual relationship, agency, mandate, partnership, joint venture, or employment relationship between the Sponsor and the Grant Recipient. Sponsor is not a party to this Agreement, and HFAR shall remain the sole counterparty of the Grant Recipient under this Agreement.

6.2 Regulatory and Compliance Requirements. The Grant Recipient acknowledges that the Sponsor is an entity incorporated and operating under the laws of the United States of America and is, as such, subject to certain regulatory and compliance requirements that may be applicable to, or have an impact on, the activities funded under this Agreement.

HFAR shall notify the Grant Recipient of any compliance requirements within a reasonable timeframe. The Grant Recipient undertakes to:

- (a) comply with the compliance requirements as notified by HFAR;
- (b) maintain and, upon request by HFAR make available adequate records and documentation evidencing such compliance;
- (c) allow and facilitate, upon reasonable prior notice, any audit or verification conducted by HFAR for the purpose of verifying compliance ;
- (d) promptly inform HFAR of any event, investigation, proceeding, or finding that could reasonably be expected to affect its ability to comply with compliance requirements.

6.3 Express Acceptance. The Grant Recipient expressly acknowledges and accepts the obligations set forth in this Article, including the Sponsor's right to participate in the Project Committees and to communicate, through HFAR, compliance requirements applicable to the Grant Recipient, as an essential condition of the award and continued disbursement of the Grant.

6.4 Compliance Screening. The Grant Recipient acknowledges that the disbursement of Grant funds may be subject to the satisfactory completion of compliance screening conducted by or on behalf of HFAR. The Grant Recipient agrees to provide, upon request and within a reasonable timeframe, any information, documentation, or certifications required for such screening. Failure to satisfactorily complete the compliance screening may result in the suspension or withholding of Grant fund disbursements.

7 Intellectual Property

7.1. Disclosure. GRANT RECIPIENT will promptly disclose to HFAR periodically as specified in the SOW, and, in any event, no less than quarterly, all Deliverables.

7.2. Ownership.

7.2.1 Background Intellectual Property. As between the Parties, each Party reserves all right, title and interest in and to its respective Background Intellectual Property, subject to the licenses herein. This Agreement shall not be construed as implying that either Party hereto shall have the right to use Intellectual Property or Intellectual Property Rights of the other Party in connection with this Agreement, except as otherwise expressly provided herein.

7.2.2 Deliverables. As between the Parties, Deliverables will be owned by GRANT RECIPIENT, subject to section 7. All proposed Deliverables — including games, stimuli, and experimental code — to the extent includes any third-party content, the Grant Recipient must have all rights, licenses and permissions to use the third-party content in accordance with the Grant and be eligible for release under an open-source license, so that the full dataset and paradigms can be publicly shared.

7.3. Public dissemination and open source. The Grant Recipient undertakes to make all Deliverables publicly available under an OSS license. The choice of the applicable OSS license shall be determined by the Scientific Committee and notified to the Grant Recipient by HFAR. Once given approval by the Scientific Committee, the Grant Recipient shall upload all Deliverables to a repository designated by HFAR, in accordance with the documentation and formatting standards specified in the SOW. Such public dissemination shall take place no later than forty-five (45) days following the completion of the Research, or, where applicable, following the completion of the publication review process set forth herein.

Nothing in this Article shall be construed as granting any right or license over the Grant Recipient's Background Intellectual Property except to the extent that such Background Intellectual Property is necessarily incorporated into the Deliverables. In such case, the Grant Recipient shall ensure that the terms of the applicable OSS license are compatible with its rights over the relevant Background Intellectual Property.

8 Publication

8.1. Right to Publish. Notwithstanding anything to the contrary in this Agreement, HFAR acknowledges that GRANT RECIPIENT's involvement in the Research must be publishable or otherwise available for public dissemination, and agrees that, subject to this Section 8, GRANT RECIPIENT has the right to present at international, national or regional professional meetings or symposia, and to publish in journals, theses or dissertations, or other research events or publications, methods, information and data resulting from or gained in pursuing the Research. If deliverables are not verified and validated by HFAR, they may not be associated or attributed publicly with sponsorship from this grant contract.

8.1.a. **Embargo Period.** Pilot data shall be made accessible to the Grant Recipients, and the Executive Committee for a predetermined period to conduct preliminary analysis and ultimately produce a joint publication. During the embargo period, the Grant Recipient shall not independently publish, present, or otherwise publicly disseminate any findings derived from the data collected during this project, nor release the data under an open-source license or otherwise make it publicly available, without an explicit approval of the other teams.

8.2. **HFAR's Right to Review.** For the avoidance of doubt, in order to avoid improper disclosure of HFAR proprietary information or loss of patent protection through public disclosure of said information, prior to the publication or presentation of abstracts, articles, manuscripts, presentations or other communications describing any research or results related to the Research (each a "Publication"), GRANT RECIPIENT will furnish HFAR with copies of any proposed Publication for HFAR's review at least forty-five (45) days in advance of such proposed Publication. HFAR will have such forty-five (45) day period after receipt of said copies to review such proposed Publication. If HFAR identifies any HFAR Background Intellectual Property, HFAR Materials or other Confidential Information of HFAR during its review of such Publication, then prior to the submission of such Publication by GRANT RECIPIENT for public dissemination, HFAR may give written notification to GRANT RECIPIENT of HFAR's identification of such HFAR Background Intellectual Property, HFAR Materials or other Confidential Information. Upon receipt of such written notice from HFAR, GRANT RECIPIENT will expunge all such HFAR Background Intellectual Property, HFAR Materials and other Confidential Information identified by HFAR from the proposed Publication materials prior to submission for Publication and will not disclose or publish any such HFAR Background Intellectual Property, HFAR Materials or other Confidential Information. Specifically, HFAR's publication review process requires a full review for both the first full draft of a Publication and after modifications following reviewer feedback (often referred to as the 'camera ready' stage) prior to final submission or conference.

9 Confidentiality

9.1. **Confidential Information.** All proprietary, confidential and trade-secret information disclosed or submitted to the receiving Party ("Recipient") by the disclosing Party or its Affiliates or their respective Staff Members ("Discloser") which :

- (a) is designated in writing as confidential information at the time of disclosure or
- (b) should reasonably be considered confidential given the nature of the information or the circumstances under which it was disclosed

is "Confidential Information".

Recipient will maintain in confidence, using no less than reasonable measures, all Confidential Information of the Discloser. Recipient will only disclose the Discloser's Confidential Information to Recipient's Personnel that need to receive it in connection with their performance under the SOW, and only if such Personnel are bound by obligations of confidentiality no less onerous than these. The Recipient will only use Confidential Information disclosed or submitted to it under the applicable SOW under which it was disclosed and solely in connection with this Agreement.

9.2. **Exclusions.** Confidential Information excludes information that:

- (a) was known to the Recipient prior to its disclosure in connection with this Agreement.
- (b) was received by the Recipient from a third party rightfully in possession of such information and with no obligation to maintain its confidentiality.

- (c) becomes part of the public domain without the fault of the Recipient or without any breach of this Agreement; or
- (d) is independently developed or discovered by the Recipient without use of or reference to any Confidential Information.

9.3. **Permitted Disclosure.** The obligations in Section 9.1 do not apply to Confidential Information that is required to be disclosed by law, provided that the Recipient

- (a) promptly notifies the Discloser prior to disclosing such Confidential Information so as to provide the Discloser with sufficient time to oppose or seek to limit such disclosure, and
- (b) if the Discloser's efforts to oppose or limit such disclosure are ultimately unsuccessful, Recipient shall disclose Confidential Information only to the extent required to comply with applicable law and uses commercially reasonable efforts to obtain confidential treatment of any Confidential Information disclosed.

9.4. **Duration.** The obligations of confidentiality under this Section will survive and continue during the Term and for the period ending one (1) year after the expiration or termination of the last to expire of this Agreement and any SOWs hereunder; provided, however, that trade secrets shall continue to be subject to these obligations of confidentiality until they become part of the public domain through no fault of the Recipient or its Personnels.

10 Reports

GRANT RECIPIENT will furnish HFAR with written reports on research progress upon demand. Such reports will include a description of the progress and activities of the Research during the applicable reporting period and in accordance with the milestone schedule set forth in the applicable SOW. In addition, such reports will identify any delays that occurred during the applicable reporting period or are reasonably anticipated to occur during a future reporting period and will include a proposal or recommendation for any adjustments that may be necessary to the milestone schedule as a result of such delay. A final report setting forth the accomplishments and significant Research findings and identifying all Deliverables will be prepared by GRANT RECIPIENT and submitted to HFAR within ninety (90) days of the completion of the Research. During each Research Term, representatives of GRANT RECIPIENT will meet with representatives of HFAR, upon HFAR's request, at times and places mutually agreed upon by the Parties to discuss the progress of the Research.

GRANT RECIPIENT will furnish HFAR with financial reports on an annual basis, documenting expenditures against the research budget.

Partner will keep and maintain complete and accurate records relating to its performance and the fees charged to HFAR for seven (7) years after final payment from HFAR.

11 Publicity

Neither Party will use the name, tradenames or trademarks of the other Party, their Affiliates, or the other Party's Personnels, without the prior written permission of an authorized representative of HFAR. The foregoing will not, however, preclude any legally required disclosure, or acknowledgement of sponsorship as required by the guidelines of an academic organization.

Notwithstanding the foregoing, the Grant Recipient acknowledges and agrees that HFAR and the Sponsor may, without the Grant Recipient's prior written consent, include the Grant Recipient's name and a factual description of the Research in publications, press releases, or other public communications relating to the Grant Program. Such use shall be limited to factual references and shall not imply any endorsement by the Grant Recipient of HFAR, the Sponsor, or their respective products or services.

12 Warranties; Disclaimer; Indemnification

12.1. **Warranties.** GRANT RECIPIENT warrants that: (a) the Principal Investigators and all GRANT RECIPIENT Personnel participating in or performing any Research will conduct the Research in accordance with all applicable laws, generally- accepted academic standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the country in which Grant Recipient is based; (b) it has the full right, power and authority to perform its obligations under this Agreement and to grant to HFAR all rights described in this Agreement; and (c) the execution of the Agreement and the SOW and the performance of its obligations hereunder, does not and will not violate any agreement to which GRANT RECIPIENT is a party or by which GRANT RECIPIENT is otherwise bound.

12.1(a) The Grant Recipient warrants that Deliverables shall not contain any illegal material including, Child Sexual Abuse Material or Child Sexual Exploitation Material, or in violation of any applicable regulations or laws. Inclusion of any of the above are grounds for rejection/non-payment of Deliverables. The Grant Recipient further warrants that Deliverables shall be anonymized such that no individual can be identified based on the information provided in the Deliverables.

12.2. **Disclaimer.** Except as otherwise set for in this Agreement, each party disclaims all warranties, express or implied, as to any matter whatsoever, including the condition of the Research, Deliverables or Background Intellectual Property, whether tangible or intangible, conceived, discovered or developed under this Agreement; or the merchantability or fitness grant recipient a particular purpose of the Research or Deliverables or Background Intellectual Property or other items delivered hereunder.

12.3 Indemnification. The Grant Recipient shall indemnify, defend, and hold harmless HFAR, its Affiliates, and their respective directors, officers, employees, partners , licensors and agents and Sponsor from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) any breach by the Grant Recipient of its representations, warranties, or obligations under this Agreement;
- (b) any infringement or misappropriation of third-party Intellectual Property Rights resulting from the Research or the Deliverables;
- (c) any negligent act or omission or willful misconduct of the Grant Recipient or its Personnel in connection with the Research;
- (d) any violation of applicable laws or regulations by the Grant Recipient;
- (e) any liability, claim, loss, damage, cost, or expense incurred by HFAR to the extent arising out of or caused by any act, omission, breach, or default of the Grant Recipient under or in connection with this Agreement .

HFAR shall promptly notify the Grant Recipient of any such claim and shall reasonably cooperate with the Grant Recipient in the defense thereof.

13 Limitation of Liability

Except where such limitation is not possible under applicable law, neither Party is liable to the other Party (or its Affiliates) for any indirect, consequential or other similar damages suffered under or relating to this Agreement, and in no event will either Party's (including its Affiliates') liability under or relating to this Agreement

exceed the amount paid by HFAR to GRANT RECIPIENT in the twelve (12) months preceding the first claim hereunder. The foregoing shall apply whether the applicable claim arises in contract, tort, or otherwise, and whether or not the damages were foreseeable.

14 Miscellaneous

Assignment. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement, in whole or in part, (a) by way of a merger or change in control or to a successor in ownership of all or substantially all its business assets to which the Agreement relates, and (b) to one or more of its Affiliates, in which case all references to HFAR shall be adjusted accordingly. Any other purported assignment in violation of this Section will be void.

14.6. **Anti-Corruption.** In connection with the negotiation and performance of this Agreement, Grant Recipient represents, warrants, and covenants that they have complied and will continue to comply with all applicable anti-corruption laws, rules, and regulations. Grant Recipient on behalf of itself and Grant Recipient Affiliates further represents, warrants, and covenants that they have not engaged in and will refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept Anything of Value, directly or indirectly to or from (a) any Government Official to induce a Government Official to act in violation of his or her lawful duty, including to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a Government Authority, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. Grant Recipient will, consistent with applicable laws, cooperate with HFAR in good faith to review any suspected or actual violations of this Section that arise during the performance of the agreement, including by providing reasonable access to relevant documentation. HFAR may immediately terminate this Agreement if Grant Recipient fails to comply with this Section.

Severability. Any provision of this Agreement held unenforceable or illegal by a court of competent jurisdiction will be severable from the remainder of the Agreement, which will continue in full force and effect.

Independent Contractor. Nothing in this Agreement creates any relationship between the Parties other than that of independent contractors. Neither Party will hold itself out as an agent, subsidiary, or affiliate of the other Party or have any authority to bind the other Party to any third-party obligations.

Sanctions and export control. The Grant Recipient represents and warrants that, as of the Effective Date and throughout the Term:

- (a) neither it, nor any of its Affiliates and their Personnel involved in the Research, is the target of any economic or financial sanctions or export control restrictions administered or enforced by the United States, the European Union or the United Nations;
- (b) it is not organized, located, or resident in any country or territory that is the subject of comprehensive sanctions;
- (c) it shall not use any Grant funds, directly or indirectly, for the benefit of any sanctioned person, entity, or territory, or in any manner that would cause HFAR to violate applicable sanctions or export control laws.

The Grant Recipient shall promptly notify HFAR if any of the foregoing representations ceases to be accurate.

Healthcare Compliance. The Grant Recipient acknowledges that the Research may involve healthcare professionals. The Grant Recipient undertakes that no Grant funds shall be used, directly or indirectly, to offer, pay, solicit, or receive any remuneration intended to induce or reward the purchase, recommendation, referral, or use of any item or service reimbursable by any healthcare program. Any

arrangement funded under this Agreement involving healthcare professionals for bona fide services shall be documented in writing and provide for fair market value compensation determined in advance.

Headings; Interpretation. In this Agreement, the singular includes the plural and the plural the singular; the terms “including” and “include” means “including but not limited to”; references to “or” mean each item in the list individually or any combination of them, including all of them; and references to a “Section” will mean a section of this Agreement, unless otherwise expressly stated. All Section titles in this Agreement are for reference purposes only and will not control or alter the meaning of this Agreement as set forth in the text.

Governing Law. In the event of problems regarding interpretation of this agreement, the Parties shall do their best to settle amicably their conflict. In case of persistent disagreement, the Parties shall settle their disputes to the competent court of the country in which the headquarters of the defendant is situated.

Entire Agreement. This Agreement, which includes Exhibit A attached hereto, and the SOW and any Addendum hereunder contains the entire agreement between the Parties, and supersedes any prior or contemporaneous representations or agreements, written or oral regarding the subject matter thereof. No amendments or changes to this Agreement, its SOW or any Addendum will be effective unless made in writing and signed by authorized representatives of each Party. In case of any discrepancy between the Agreement and the SOW, the SOW will prevail regarding scientific matter.

Equitable Relief. Each Party acknowledges and agrees that any breach by it, its Affiliate or by any of its Personnels, agents or representatives of the licenses, restrictions on use or confidentiality provisions hereof may cause irreparable harm to the other Party (or its Affiliates or licensors) and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, in the event of such breach, the licensor/disclosing Party shall be entitled to temporary and/or permanent injunctive relief against the licensee/receiving Party, its Affiliate(s) or its Personnels (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

HFAR

Grant Recipient

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

DIGITAL BRAIN PROJECT

Exhibit A – Statement of Work

This SOW is entered into between [Partner Name] (“Partner”) and Fondation Adolphe de Rothschild (“HFAR”) and describes the Services and Deliverables that Partner will provide to HFAR under the terms of the Grant Contract entered into between Partner and HFAR on Enter Grant Contract Effective Date, as amended (the “Agreement”). Partner and HFAR are each a “Party” and together the “Parties” under this SOW. Capitalized terms used and not defined in this SOW have the meanings given such terms in the Agreement. This SOW is effective as of the last date of signature (“SOW Effective Date”). Unless otherwise terminated earlier in accordance with the terms of the Agreement, the Services and Deliverables will end on the completion of the Services and Deliverables by Partner, which in no event shall be later than Enter SOW End Date and acceptance of the Services and Deliverables by HFAR.

Project Title: [Enter Project Title]

Principal Investigators: [Names, affiliations, contact information]

Research Summary: [2-3 paragraph description of the research and data collection to be conducted]

Research Term: 36 months

Deliverables and Milestones: Partner will deliver the following Deliverables, which will proceed according to the following milestones and meet the requirements set forth below:

Deliverable	Description	Due Date	Payment Schedule
(1) Research Protocol	Description of the task design, stimuli, sample structure, ethical review submission, device and equipment in use, site approach, and consent protocol	Month 1	\$_____ upon execution of agreement, satisfactory compliance screening, and acceptance of research protocol including ethics approval and informed consent
Pilot Data Delivery and Embargo Period	First set of pilot data from initial data collection, deidentified and formatted per Scientific Committee specifications, embargo period begins for data shared and any findings derived from pilot data	Month 6	
Data Validation	Review and validate pilot data quality, standardization, anonymization, and public readiness with support of Executive and Scientific Committees	Month 9	
(2) Open Sourcing of Pilot Data	Validated pilot data and associated code and	Month 12	\$_____ upon successful repository upload with

	documentation uploaded to designated repository under OSS license		validation
(3) Additional Dataset Delivery, Validation, and Open Sourcing	Additional data submission, validation for quality, standardization, and de-identification, and upload to designated repository for public release	Month 24	\$_____ disbursed upon successful repository upload with validation
Final Dataset Delivery, Validation, and Open Sourcing	Final data submission, validation for quality, standardization, and anonymization, and upload to designated repository for public release	Month 36	

Payment:

Upon execution of this SOW, Institution shall submit invoices for payment due within sixty (60) days from receipt of the invoice in accordance with the following schedule:

\$_____ USD due upon submission of the first set of deliverables

\$_____ USD due upon submission of the second set of deliverables

\$_____ USD due upon submission of the third set of deliverables

Total: \$_____ (including overhead)]

Except as set forth above, all terms and conditions (including any Exhibits) of the Agreement remain in full force and effect without modification.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

HFAR

Grant Recipient

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

