

The Lundbeck Foundation's General Terms and Conditions

for

Neurotorium Clinical Education Grants within Psychiatry and Neurology

1 The Lundbeck Foundation's terms and conditions

- 1.1 The Lundbeck Foundation has commercial as well as charitable activities with the purpose of "creating powerful ripple effects that bring discoveries to lives through investing actively in business and science at the frontiers of their fields". The aim of its grants supporting biomedical research is to make a significant difference to people's health and lives by furthering research of the highest scientific standard within the biomedical sciences and with a special focus on the study of the brain and brain disorders from basic to clinical.
- 1.2 Grants supporting neurotorium clinical education within psychiatry and neurology ("Clinical Education Grant") aim to support non-profit educational projects aimed at strengthening clinical competencies within the prevention, diagnosis, and treatment of psychiatric and neurological disorders through educational activities aimed at healthcare professionals. The Clinical Education Grant supports educational activities at vocational or university-level and encourages formats such as workshops, in-person training, hybrid courses, and online learning.
- 1.3 These general terms and conditions for Clinical Education Grant ("General Terms") apply to all Clinical Education Grants awarded by the Lundbeck Foundation, unless otherwise agreed in writing. Each grant is awarded on the basis of a notice of funding and/or a grant agreement (the "Grant Agreement"), which may include project-specific terms and conditions ("Program-specific Terms") supplementing or, where expressly stated, deviating from the General Terms.
- 1.4 By accepting the grant ("Grant"), the Grant Holder and the Host Institution confirm that they are acquainted with and accept the General Terms, the Grant Agreement and any Program-specific Terms applicable to the Grant.
- 1.5 The Grant is subject to the Lundbeck Foundation's General Terms for Clinical Education Grant in force from time to time. The current version of the General Terms is published on the Lundbeck Foundation's website, www.lundbeckfonden.com.

2 Clinical educational program and compliance

- 2.1 The clinical educational program ("Program") is based on a specified educational project plan (the "Educational Program Plan Description"), which may be submitted as part of a grant application ("Grant Application"). The Educational Program Plan Description shall at all times reflect the current and planned educational activities, including the content, teaching approach, timeline, educators, implementation and deliverables of the Program and shall be

updated as necessary during the project period. Deliverables include but is not limited to outputs and results from the Program such as teaching sessions, course materials, recordings, assessments, and summary reports (“Deliverables”).

- 2.2 The Grant Holder and the Host Institution must ensure that the Program is conducted responsibly and ethically and that the Grant Holder, the Host Institution, educators, collaborators and any other third parties affiliated in the Program comply with all legislation, rules, and regulations relevant to the Program. This includes, but is not limited to, compliance with:
- National and international rules on the processing of personal data, including the EU General Data Protection Regulation (GDPR)
 - Applicable rules on working conditions and working environment at the Host Institution, participants, collaborators and any other third parties where the Program is carried out
 - The Grant Agreement and Any Program-specific Terms determined by the Lundbeck Foundation.
- 2.3 The educational content of the Deliverables must be evidence-informed, accurate, and presented in a balanced manner. Where applicable, content should reflect internationally accepted clinical guidelines and current best practice.
- 2.4 In the event the Program requires any permit, approval or other form of authorisation from public authorities or other relevant bodies, it is the responsibility of both the Grant Holder and the Host Institution to ensure that all such required permits, approvals and authorisations are duly obtained. All necessary permits and approvals that are a prerequisite for initiating the Program, or parts thereof, must be in place before the Program relevant activities commence and remain in effect during the Program. If it is not possible or appropriate to obtain specific permits or approvals prior to the commencement of the Program, the Grant Holder must demonstrate – to the Lundbeck Foundation’s satisfaction – that such permits or approvals are likely to be obtained before the relevant Program activities begin in accordance with the agreed Program schedule.

3 The Grant

3.1 The Grant Holder

- 3.1.1 The Lundbeck Foundation awards grants on the basis of a grant application submitted by one or more applicants. The individual designated by the Lundbeck Foundation as grant holder (the “Grant Holder”) serves as the Lundbeck Foundation’s primary contact person and is responsible for the overall program and administrative management of the Program and all educators and collaborators. This includes responsibility for the practical administration of the Grant, as well as for all reporting obligations and the presentation of accounts. If a need for amendments to the Program arises during the Program, the Grant Holder shall notify the Lundbeck Foundation without undue delay and submit a revised Educational Program Plan Description, or an addendum thereto, to the Lundbeck Foundation for approval

- 3.1.2 The Grant Holder must ensure that educators and collaborators are competent for their roles and that the Program has the necessary organisational support to be delivered as set in the Educational Program Plan Description
- 3.2 The Host Institution
- 3.2.1 The Lundbeck Foundation pays out each Grant to a designated account held by the a non-profit organisation or institution at which the person with overall responsibility for the Program – typically the Grant Holder – is employed (the “Host Institution”).
- 3.2.2 The Host Institution must notify the Lundbeck Foundation of the account, bank account and TIN /CVR number for the purpose of paying the instalments and reporting to the Danish tax authorities (SKAT).
- 3.3 Conditions for the Grant
- 3.3.1 The Grant is awarded and administered in accordance with the General Terms, the Grant Agreement and any applicable Program-specific Terms, cf. section 1.
- 3.3.2 By accepting the Grant, the Grant Holder and the Host Institution confirm their acceptance of and undertake to comply with the General Terms, the Grant Agreement and any Program-specific Terms throughout the Program and the administration of the Grant.
- 3.3.3 The Grant is subject to the condition that the Grant Holder and the Host Institution ensure that all educators, collaborators and third parties involved in the Program comply with the General Terms, the Grant Agreement and any Program-specific Terms.
- 3.3.4 The Grant Holder is responsible for the Program and the implementation hereof within the approved framework, including the approved Educational Program Plan Description, budget, project schedule etc. The Grant Holder is further responsible for the activities carried out by other educators, collaborators and third parties, including ensure an adequate contractual basis is in place where relevant.
- 3.3.5 The Grant Holder and the Host Institution warrant that (i) all information provided to the Lundbeck Foundation in the Grant Application, the Educational Program Plan Description and the budget is accurate and complete, and (ii) the grant funds will be used solely for the Program and in accordance with the General Terms, the Grant Agreement and any Program-specific Terms.
- 3.3.6 Any changes to the Program, including changes with the budget, the scope or content of the Program, or the project schedule, as well as delays or changes to the underlying assumptions for the Program, must be notified to the Lundbeck Foundation without undue delay. In such cases, the Grant Holder shall submit a proposal describing the changed circumstances and the measures proposed to address them. Implementation of such changes is subject to the Lundbeck Foundation’s prior written approval.
- 3.3.7 It is not permitted to receive funding from other sources for the same budget items covered by the Grant from the Lundbeck Foundation.

3.3.8 The budget may only include direct costs that are necessary for the delivery and implementation of the Program. Eligible costs may include:

- Teaching-related travel and accommodation (economy class or equivalent, unless otherwise justified and approved)
- Teaching and educational materials as part of the Deliverables, including printing costs
- Venue rental and reasonable technical costs, including costs related to online or digital platforms
- Modest catering directly related to educational or teaching activities under the Program
- Salary costs or honoraria for educators' or instructors' time, where permissible under applicable rules and adequately documented
- Translation, accessibility and subtitling services required for educational or dissemination materials.

Costs that are not directly related to, or necessary for, the delivery of the Program are not eligible. Ineligible costs typically include, but are not limited to:

- Indirect or overhead costs, unless explicitly approved in the Project-specific Terms
- Profit distributions, dividends or other forms of commercial margin
- Marketing or advertising costs that are not directly related to the educational or dissemination activities of the Project
- Costs that are fully or partly financed by another external funding source (double funding).

3.3.9 The Host Institution warrants to allocate the resources necessary for the Program as defined in the Grant Application and any Program-specific Terms if such apply.

3.3.10 The Grant may be disbursed in instalments in accordance with the Grant Agreement and linked to the completion of agreed milestones or project phases. Such disbursement may apply irrespective of whether the Grant covers a single-year or multi-year Program. Disbursement of any instalment is conditional upon the Lundbeck Foundation's assessment that the progress of the Program is satisfactory and that the conditions for the Grant are otherwise fulfilled.

3.3.11 The Lundbeck Foundation shall be entitled to monitor and inspect the progress of the Program, both during the project period and after its completion, through the Grant Holder's reporting activities, the presentation of accounts, and any further inspections conducted in accordance with section 6.3 (Audit and inspection).

3.3.12 The Program must be non-commercial and non-profit. The educational activities or other parts of the Deliverables must not be used for marketing or promotion of commercial products or services. Any income or earnings generated in connection with the Program shall be included in and reflected in the approved budget. If actual income or earnings exceed the amount set out in the approved budget, the Grant Holder shall notify the Lundbeck Foundation without undue delay. In such case, the Lundbeck Foundation may, following dialogue with the Host Institution, decide that the Grant shall be reduced accordingly.

3.4 Further funds

3.4.1 The Grant is inclusive of any applicable VAT and other taxes and levies, if any.

3.4.2 The Lundbeck Foundation is not obliged to provide any funding for the Program beyond the amount awarded under the Grant. Accordingly, any budget overruns – including, but not limited to, cost increases due to price or salary adjustments, changes in exchange rates, or additional working hours – shall not be covered by the Lundbeck Foundation.

4 Disbursement of Grant

4.1.1 Grant funds will not be disbursed before the Grant Holder, and the Host Institution have fulfilled the Lundbeck Foundation's conditions for payment. A complete programme, including a complete list of educators who have confirmed their participation, must be in place prior to any disbursement.

4.1.2 The first instalment will be paid out approximately one month before the starting date of the Program at the earliest.

4.1.3 In the case of a multi-year Grant or a Grant paid in multiple instalments, payment of any subsequent instalment is subject to the receipt of a status report and balance sheet submitted for the preceding project term. Disbursement of any instalment is conditional upon the Lundbeck Foundation's assessment that the progress and quality of the Program are satisfactory.

4.1.4 All grant funds shall be paid into a separate account administered by the Host Institution in accordance with the Host Institution's applicable rules and procedures. Any payment is subject to submission of the institutional information required for payment and reporting and the Lundbeck Foundation's assessment that such information is complete and satisfactory.

4.1.5 If, in the Lundbeck Foundation's opinion, the Grant Holder and/or the Host Institution have failed to comply with the General Terms, the Grant Agreement or any Program-specific Terms, the Lundbeck Foundation may suspend further disbursements until the matter has been clarified. The Lundbeck Foundation further reserves the right to require repayment of grant funds already disbursed in accordance with these terms.

5 Use of Neurotorium resources and acknowledgement

5.1 The Program shall make use, in whole or in part, of resources made available by Neurotorium. The Grant Application shall specify which Neurotorium resources are used and how such resources form part of the Program

5.2 Unless otherwise agreed in writing, the Grant Holder and the Host Institution shall acknowledge both Neurotorium and the Lundbeck Foundation in relevant Deliverables of the Program, such as materials, outputs and communications. Such acknowledgement may, for example, be made as follows:

“This activity was supported by a Neurotorium Clinical Education Grant funded by the Lundbeck Foundation, Denmark”.

5.3 The Grant Holder and Grant Institution shall ensure that educators and collaborators involved in the Program disclose any relevant conflicts of interest to participants in accordance with applicable local norms and the rules and guidelines of the Host Institution.

6 Reporting and presentation of accounts

6.1 Reporting

6.1.1 The Grant Holder shall submit program report(s) to the Lundbeck Foundation in accordance with the schedule described in the Grant Letter via the Lundbeck Foundation’s application and nomination system, LANAS.

6.1.2 The Grant Holder and the Host Organisation are responsible for submitting all required reports to the Lundbeck Foundation in accordance with the Lundbeck Foundation’s applicable reporting requirements. The applicable reporting requirements are published on the Lundbeck Foundation’s website www.lundbeckfonden.com. Reporting is submitted via the Lundbeck Foundation’s application and nomination system, LANAS.

6.1.3 A report shall, where relevant and proportionate to the nature of the Program, include information on:

- Activities carried out under the Program, including dates, formats and target audiences
- The number of participants reached and their professional background
- The learning objectives of the activities and an evaluation of learning outcomes
- Participant feedback and key lessons learned
- A description of how Neurotorium Resources were used as part of the Project
- Any plans for sustainability, follow-up activities or continuation of the Project after the funding period.

- 6.1.4 The Lundbeck Foundation conducts impact assessments of its grants in order to evaluate the scientific, educational and societal impact of its grant-making activities. In connection with such impact assessments, the Grant Holder and the Host Organisation shall, upon request by the Lundbeck Foundation, provide any information required for this purpose. Such information may include, but is not limited to, information relating to the Project, its outputs and outcomes, as well as information concerning names of individuals engaged or funded, wholly or partly, under the Project. The Grant Holder and the Host Organisation are obligated to disclose and submit such information within the deadlines specified by the Lundbeck Foundation.
- 6.1.5 Failure to comply with the reporting obligations may result in suspension of the disbursement of any instalment or the Grant Holder being deemed ineligible to apply for further grants from the Lundbeck Foundation until the outstanding reporting obligations have been fulfilled.
- 6.2 Budget and presentation of accounts
- 6.2.1 The budget submitted as part of the Grant Application shall reflect the expected expenses of carrying out the activities in the Program, whereas the presentation of accounts shall reflect the actual costs incurred in compliance with the conditions for the Grant.
- 6.2.2 The Grant Holder shall in addition to the program report(s) submit accounts for the Grant to the Lundbeck Foundation in accordance with the schedule described in the Grant Letter via the Lundbeck Foundation's application and nomination system, LANAS.
- 6.2.3 The Lundbeck Foundation may request the accounts to be prepared and presented in accordance with requirements determined by the Lundbeck Foundation.
- 6.2.4 For grants covering activities over more than one project year, the accounts shall include figures for the current project year as well as accumulated figures for the entire project period.
- 6.2.5 The Grant Holder and the Host Institution shall comply with the applicable accounting, documentation and expenditure rules of the Host Institution. All income and expenses must be documented by the Grant Holder or persons authorised by the Grant Holder and supported by appropriate documentation.
- 6.2.6 Failure to submit accounts may result in suspension of the disbursement of any instalment or the Grant Holder being deemed ineligible to apply for further grants from the Lundbeck Foundation until the outstanding reporting obligation have been fulfilled.
- 6.3 Audit and inspection
- 6.3.1 The Lundbeck Foundation or an accountant appointed by the Lundbeck Foundation, shall be entitled, upon reasonable prior notice and during normal office hours, to conduct inspections and review accounting records and other documentation relevant to the evaluation of the Grant, the presentation of accounts, and compliance with the conditions of the Grant. Such access may be exercised during the project period and for up to one year after completion of the Program. The Grant Holder and, the Host Institution shall provide

all reasonably required assistance in connection with such inspections and shall make all relevant documentation available. The Lundbeck Foundation shall bear the costs of any external auditor appointed by the Lundbeck Foundation.

7 Employee relations and agreements with third parties

7.1 Employment relationship

7.1.1 The Grant Holder and the Host Institution shall ensure that all persons engaged in the Program are employed on terms that comply with applicable legislation and the relevant rules and guidelines of the Host Institution

7.1.2 If the Grant Holder's employment with the Host Institution is terminated, the Lundbeck Foundation will be prepared to discuss if or how to continuing the Program. If agreement on such transfer cannot be reached, the Lundbeck Foundation will revoke the remaining part of the Grant.

7.2 Acceptance of terms

7.2.1 The Grant Holder and the Host Institution are responsible for ensuring and, upon request, documenting that all educators, collaborators and third parties involved in the Program are acquainted with and have accepted the General Terms, the Grant Agreement and any Program-specific Terms.

8 Intellectual property rights and use of Deliverables

8.1 Ownership of all Deliverables shall remain with the Grant Holder and/or the Host Institution

8.2 In order to support Neurotorium's non-profit educational mission, the Grant Holder and the Host Institution grant to the Lundbeck Foundation a non-exclusive, worldwide, royalty-free and perpetual licence to use, reproduce, publish, distribute and display the Deliverables for non-commercial educational purposes. Such licence shall include the right to host the Deliverables on Neurotorium's platforms and to create, use and publish translations, adaptations and accessibility formats (including, but not limited to, captions and subtitles), provided that appropriate credit is given to the Grant Holder and, where relevant, the Host Institution.

8.3 The Grant Holder and the Host Institution shall ensure that they hold, or have obtained, all necessary rights, permissions and consents required to grant the licence described in section 8.2, including from educators, collaborators and any third-party rights holders involved in the Project.

9 Confidentiality and communication of awarded grants

- 9.1 The Lundbeck Foundation shall treat any unpublished information relating to the Program as confidential and shall not disclose such information to any third party without prior consent, unless disclosure is required by applicable law.
- 9.2 Notwithstanding the above, the Lundbeck Foundation may disclose confidential information to externals appointed by the Lundbeck Foundation for the purpose of assessment and evaluating, provided that such persons are subject to confidentiality obligations corresponding to those set out in this section 9.
- 9.3 The obligation of confidentiality set out in this section shall remain in force for a period of five years following the termination or expiry of the Grant.
- 9.4 The Lundbeck Foundation and/or Neurotorium may, following notification to the Grant Holder, publish information about awarded Grant through relevant communication channels, including websites, newsletters, social media and email communication. Such publication may include the name of the Grant Holder, the Host Institution, the title of the Program, a brief description of the Program, and the planned duration of the Program.

10 Processing of Personal Data

- 10.1 The Lundbeck Foundation processes personal data received in connection with the Grant and the Program in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR) in Denmark, and as further described in the Lundbeck Foundation's [Privacy Notice – Grants and Prizes](#), available on the Lundbeck Foundation's website, www.lundbeckfonden.com. Specific terms with respect to the processing of personal data may be set out in the Program-specific Terms.
- 10.2 With respect to the processing of personal data carried out by the Grant Holder, the Host Institution or other educators or collaborators as part of the Program, the Grant Holder and the Host Institution are responsible for ensuring compliance with applicable data protection legislation, including determining the appropriate legal basis, implementing necessary technical and organisational measures, and fulfilling information and documentation obligations.

11 Termination of the Grant and repayment

- 11.1 Any grant funds remaining unspent or unaccounted for in accordance with the approved Educational Program Plan Description at the completion of the Program shall be repaid to the Lundbeck Foundation without undue delay.
- 11.2 In the event the General Terms, the Grant Agreement or any Program-specific Terms are not complied with, the Lundbeck Foundation shall with no notice be entitled to terminate the Grant and require repayment, in whole or in part, of Grant funds already disbursed.
- 11.3 The Lundbeck Foundation reserves the right to revoke the remaining part of the Grant if

- (i) a need for major amendments to the Educational Program Plan Description arises during the Program and, based on reasonable grounds, the Lundbeck Foundation cannot approve a revised Educational Program Plan Description; or
- (ii) one or more fundamental assumptions underlying the award of the Grant prove no longer to be met.

11.4 If the Lundbeck Foundation revokes the remainder of the Grant due to circumstances for which the Host Institution is not responsible, the Lundbeck Foundation will, however, reimburse the Host Institution for any unavoidable and documented costs incurred within the scope of the Grant. Any disagreement regarding what constitutes “unavoidable costs” shall be resolved at the Lundbeck Foundation’s discretion. Where the Lundbeck Foundation revokes the remaining part of the Grant pursuant to section 11.3 (ii), and such failure of the fundamental assumptions is not attributable to the Host Institution, the Lundbeck Foundation shall cover the Host Institution’s unavoidable costs incurred within the scope of the Grant. In the event of disagreement regarding what constitutes unavoidable costs, the Lundbeck Foundation shall make the final determination.

11.5 Termination or revocation of the Grant shall be without prejudice to provisions which by their nature or express wording are intended to survive termination, including provisions concerning reporting, audit, confidentiality, repayment and applicable law and dispute resolution.

12 Amendment of terms and conditions

12.1 The Lundbeck Foundation reserves the right to amend these General Terms. Any such amendments shall take effect from the date on which the Grant Holder and the Host Institution have been notified thereof.

13 Precedence

13.1 In the event of a discrepancy between provisions in these General Terms and any Program-Specific Terms, the latter shall take precedence, unless otherwise explicitly stated.

14 Applicable law and disputes

14.1 Disputes relating to the Grant are governed by, and must be interpreted according to, Danish law, without regard to Danish conflict-of-laws rules. Any dispute arising out of or in connection with the Grant shall be submitted to the exclusive jurisdiction of the ordinary Danish courts with venue at the Lundbeck Foundation’s legal domicile.

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