

DCS-LJF GRANT AGREEMENT

BETWEEN

Desire Collen Stichting- Private Stichting (« DCS ») with registered office at Groot Begijnhof 60/001, 3000 Leuven, company number BE 0598.907.593 and duly represented by Désiré Collen, Chairman and Chris Buyse, CEO- « The Grantor »

and

Louis-Jeantet Foundation (« LJF »), with registered office at Chemin Rieu 17, 1208 Genève and duly represented by Denis Duboule, President and Gisou van der Goot, member of the executive committee of the board of trustees- « The Grantee »

Jointly referred to as « The Parties »

Whereas

- DCS and LJF have entered into an agreement on 14 December 2018 to install an annual European Jeantet-Collen Prize for Translational Medicine during 2019-2021.
- DCS and LJF wish to continue to award this Prize for renewable cycles of three years.

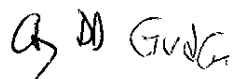
IT WAS AGREED THAT

Article 1: Purpose

DCS will enter into an annual grant («The Grant ») to LJF in the amount of up to CHF 500,000 to award a Jeantet-Collen Prize for Translational Medicine, for medical research primarily performed in Europe, and up to CHF 100,000 to cover part of the expenses related to the selection process and the celebration ceremony of potential laureates of the Louis-Jeantet and Jeantet-Collen Prizes.

Article 2: Procedures

- The Jury of the Louis-Jeantet and the Jeantet-Collen Prizes will comprise two members representing the DCS and selected by the DCS amongst the existing scientific committee.
- One awardee, or a group thereof in case the prize would be shared by several laureates, selected by the Jury of the LJF for the Jeantet-Collen Prize, will be presented to DCS for approval.





- The Jeantet-Collen Prize will be awarded annually, except if no nominee is proposed by the Jury of the LJF to the DCS, or if the proposed laureate is not approved by DCS.
- The Jeantet-Collen Prize for Translational Medicine will be announced jointly with the Louis-Jeantet Prize for Medicine in the annual call for nominations for the Louis-Jeantet Prizes. Should the Jeantet-Collen Prize for Translational Medicine be given, it will be announced jointly with the Louis-Jeantet Prize for Medicine and awarded during the annual award ceremony of the Louis-Jeantet Prizes.

Article 3: Financing of the "Jeantet-Collen Prize":

- The Jeantet-Collen Prize will be financed by the DCS or a not for profit fund designated by Désiré Collen.
- The Louis-Jeantet Prize and the Jeantet-Collen Prize will be of equal amounts and up to a maximum of CHF 500,000, as determined by the LJF.
- This financing body will in addition finance up to CHF 100,000 per year to contribute to part of the specific expenses to third parties of the Jury of the Louis-Jeantet Prize for Medicine and Jeantet-Collen Prize for Translational Medicine and the award ceremony.
- The Grant will be payable annually to LJF at the latest 30 days before the date of the Prize ceremony. Each payment will comprise up to CHF 100,000 for expenses plus up to CHF 500,000 if a Jeantet-Collen Prize for Translational Medicine is awarded that year.
- If no Jeantet-Collen Prize is allocated during one year, the Prize money in question will not be due nor cumulated.

Article 4: Duration of agreement:

- This convention is for periods of three years starting 6 months ahead of the prize 2022 ceremony, automatically renewed unless terminated by either party six months before the prize ceremony taking place at the end of the running three years cycle, by a written notification.
- During the three-year award periods of the Jeantet-Collen Prize a member, designated by DCS and approved by LJF, will join the Board of Trustees of LJF.

Article 5: Independence of the Parties

Both Grantor and Grantee affirm that this Agreement does not, in any way, compromise the Grantee's scientific and research freedom and the Grantor shall have no responsibility in administering the Grant or directly overseeing the Projects.



Article 6: Severance

If any provision of the agreement contained in this letter shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this letter, which shall remain in full force and effect.

Article 7: Governing Law and jurisdiction

The agreement is governed and shall be construed in accordance with the substantive laws of Switzerland. All disputes arising out of, in connection with or relating to this Agreement and which the Parties are unable to settle amicably shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland, and Swiss law will be applicable in the event of any litigation.


Article 8: Contact Persons

For DCS: Chris Buyse, CEO, Groot Begijnhof 60/001, 3000 Leuven, Belgium
For LJF: President of LJF, Chemin Rieu 17, 1208 Genève, Switzerland


Signed and executed in 2 copies, in Geneva, on *April 30th* 2020

For DCS

For LJF


Désiré Collen
Chairman


Chris Buyse
CEO


Denis Duboule
President
Board of trustees


Gisou van der Goot
Executive member
Board of trustees

