

Investment Agreement

(Grand Solutions)

[Project name]

The following parties:

Innovation Fund Denmark
Østergade 26 A, 4th floor
DK-1100 Copenhagen K
CVR no.: 29 03 56 95

(hereinafter referred to as “IFD”)

and

AA
Address
Postcode and town/city
CVR no.:

(hereinafter referred to as “AA”)

and

XX
Address
Postcode and town/city
CVR no.:

(hereinafter referred to as “XX”)

have with effect of [date] concluded this Investment Agreement relating to research, development and/or commercialisation based on an investment by IFD in the project [project name].

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1. Exhibits

Exhibit 1: Project Plan

Exhibit 2: Organisation and Management

Exhibit 3: Budget

Exhibit 4 Rules of Procedure for the Steering Committee

Exhibit 5: Collaboration Agreement

2. Definitions

The following definitions shall apply:

- 2.1.1. *“Administrator”*: has the meaning given to it in Clause 5.2.
- 2.1.2. *“Agreement”*: the entire agreement comprising this Investment Agreement and its Exhibits, including the Collaboration Agreement, and subsequent amendments to such documents.
- 2.1.3. *“Annual Report”*: has the meaning given to it in Clause 6.3.1.
- 2.1.4. *“Budget”*: the aggregate Project budget and the Parties’ respective contributions thereto, annexed to the Investment Agreement as Exhibit 3.
- 2.1.5. *“Collaboration Agreement”*: the agreement concluded between the Project Participants governing their collaboration. The Collaboration Agreement has been annexed as Exhibit 5 to the Investment Agreement.
- 2.1.6. *“Final Report”*: has the meaning given to it in Clause 6.4.1.
- 2.1.7. *“IFD”*: the Innovation Fund Denmark, as established by the Minister for Higher Education and Science pursuant to Act no. 306 of 29 March 2014.
- 2.1.8. *“Investment Agreement”*: this investment agreement with subsequent amendments, but exclusive of its Exhibits. See also the definition of *“Agreement”*.
- 2.1.9. *“Investment Criteria”*: the terms and conditions and criteria, including assessment criteria, and prerequisites on which IFD has based its decision to invest in the Project. These criteria can be found, inter alia, in IFD’s *“Guidelines for Grand Solutions 2017”*, published January 19th 2017.

- 2.1.10. *“Investment Manager”*: the representative(s) of IFD appointed by IFD under Clause 8.1.13 who keep(s) an ongoing dialogue with the Project Leader during the Project and participate(s) in the Steering Committee meetings.
- 2.1.11. *“Investment Period”*: the period defined in the Project Plan during which IFD invests in the Project.
- 2.1.12. *“Investment Review”*: the annual review of the Project, including scientific, budget-related and administrative aspects, as detailed in Clause 6.2.
- 2.1.13. *“Milestones”*: the milestones described in the Project Plan.
- 2.1.14. *“Party”*: each of the Project Participants and IFD.
- 2.1.15. *“Project”*: the project described in the Project Plan .
- 2.1.16. *“Project Contributor”*: each of the legal entities and/or persons besides the Project Partners who participate in the performance of the Project, see the Project Plan and signs or subsequently accedes to the Agreement as a “Project Contributor”, see Clause 3.3.
- 2.1.17. *“Project Leader”*: the project leader appointed by the Steering Committee and approved by IFD, see Clause 8.2.1.
- 2.1.18. *“Project Participant”*: each of the Project Partners and Project Contributors.
- 2.1.19. *“Project Partner”*: the legal entities and/or persons who sign or subsequently accede to the Agreement as “Project Partners”, individually, see Clause 3.3.
- 2.1.20. *“Project Plan”*: plan with information on IFD’s investment and Project Participants as well as description of the content of the Project, including Milestones and success criteria, annexed to the Investment Agreement as Exhibit 1, with subsequent amendments, see Clause 6.2 and Clause 7.3.
- 2.1.21. *“Steering Committee”*: the steering committee appointed by the Project Partners and approved by IFD, see Clause 8.1.

Unless otherwise specifically stated, references to clauses in this document shall be understood as references to clauses in the Investment Agreement. Unless otherwise specifically stated, references to exhibits are references to exhibits to the Investment Agreement. References to acts and rules shall be understood as references to acts and rules in force with subsequent amendments.

3. Background, purpose and accession of additional Project Participants

- 3.1. The purpose of the Agreement is to describe the Project Participants’ collaboration regarding the Project, see the Project Plan, and to describe the conditions governing IFD’s investment and the Project Participants’ receipt and use of IFD’s investment. As stated in Clause 13.2, the

Investment Agreement is conditional upon the Project being commenced within a given deadline.

- 3.2. The Project Participants have entered into a Collaboration Agreement, see Exhibit 5, governing their collaboration, including in relation to exploitation and distribution of any results and derived intellectual property rights arising in connection with the Project. See also Clause 11 below.
- 3.3. It is a condition for a Project Participant's entitlement to a share of IFD's invested funds, and for the Project Participant's acquisition of rights under this Investment Agreement, that the Project Participant signs this Investment Agreement in connection with its conclusion or subsequently accedes to the Investment Agreement as a Party by signing an accession agreement. When a Project Participant has signed such an accession agreement, and when the accession agreement has also been signed by IFD, the chairman of the Steering Committee and the Project Leader, the Project Participant in question is a Party to the Agreement. The decision to include new Project Participants as Parties to the Agreement shall be made by the Steering Committee in accordance with Clause 8.1.5. Inclusion of any new Project Participants shall, however, be valid only with the prior consent of IFD, confirmed by the signature of IFD on the accession agreement. IFD requires that new Project Participants meet the conditions on which IFD based its assessment of the Project and the existing Project Participants, i.e. the Investment Criteria, and hence IFD may refuse to approve a new Project Participant if the latter does not, in the assessment of IFD, meet the criteria. See also Clause 11.

4. Investment and project funding

- 4.1. IFD invests DKK [x] in the Project in the Investment Period, however, see Clause 6.2 regarding adjustment of IFD's investment. The total project costs and the distribution of the investment between the various Project Participants appears from the Budget. See also Clause 5 and Clause 6.2.
- 4.2. If the Project Participants obtain full or partial funding of their contributions to the Project from other public- or private-sector councils, foundations, entities, etc., IFD shall be notified thereof in writing. IFD shall have the right, but no obligation to offset such other funding against its investment. However, IFD has an obligation to perform set-off in its investment if a Project Participant that is an entity obtains aggregate public-sector co-funding that exceeds the permitted maximum according to the EU rules on state aid. A Project Participant's entitlement to receive funds from IFD is conditional upon the prior signing and submission by the Project Participant to IFD of any such statements and such information as IFD may require in relation to ensuring compliance with the EU rules on state aid.
- 4.3. No Party shall be ordered to contribute further resources to the Project or otherwise to bear costs beyond what is the responsibility of that Party in accordance with the Budget in force at any time. Hence, without the prior written consent of the Project Participant in question, amendments to the Budget, see e.g. Clause 6.2, shall not result in such Project Participant being ordered to contribute further resources to the Project or otherwise bearing costs beyond what is the responsibility of the Party as per the Budget applying at the time, or in any change of the size of the Project Participant's sub-payments or the time of their payment/contribution to the disadvantage of the Project Participant. Each Project Participant shall ultimately bear any costs incurred by such Project Participant in excess of the Budget. Throughout the Project, Project Participants shall avoid unnecessary consumption of resources and shall specifically

justify extraordinary acquisitions, etc. during the last six (6) months of the Investment Period. The Budget shall not be amended without the prior approval of IFD.

5. Disbursement and use of the investment

- 5.1. The investment by IFD may be used for direct project-related costs, i.e. costs that are directly attributable to the Project, see IFD's "Guidelines for Grand Solutions 2017", published in January 19th 2017.
- 5.2. Disbursement of IFD's investment shall take place by transfer to one of the Project Partners appointed by the Steering Committee and approved by IFD as administrator in terms of receiving and distributing the funds invested by IFD (the "Administrator"). The Administrator shall be responsible for ensuring that the sums disbursed by IFD are paid out to the Project Participants in accordance with the Budget and Project Plan.
- 5.3. IFD may lay down a number of requirements in connection with the appointment of the Administrator as conditions for approving the Administrator, including that the Administrator's financial solvency is acceptable to IFD, that one or more relevant third parties guarantee the Administrator's compliance with its obligations under the Agreement, or that the Administrator is organised in a manner that is reassuring to IFD in terms of the Administrator's obligations under the Agreement. IFD may at any time demand that a new Administrator is appointed if the existing Administrator does not, in the opinion of IFD, meet its obligations under the Agreement or if, in the assessment of IFD, there is a risk that the existing Administrator will be unable to meet its obligations under the Agreement.
- 5.4. Disbursements from IFD shall take place in accordance with IFD's "General Terms and Conditions for Grand Solutions" in force at any time, which can be found at IFD's website, www.innovationsfonden.dk. Disbursements shall take place on the basis of the most recently approved Budget; however, disbursements shall be reduced by the amount of funds previously disbursed by IFD but not used, see the "General Terms and Conditions for Grand Solutions". See also Clause 5.8 regarding IFD's option to demand repayment of funds disbursed but not used. No Project Participant shall be entitled to a share of the funds invested by IFD unless such entitlement is stated in the Budget.
- 5.5. As described in Clause 13.4 and Clause 14, IFD shall be entitled permanently to discontinue all disbursement of funds if IFD on the basis of an Investment Review under Clause 6.2 or another review under Clause 6.5 finds that the Project is not making sufficient progress, or minutes of Steering Committee meetings or Annual Reports have not been received on time, or if the said minutes or reports have not been prepared in accordance with the applicable rules and guidelines, see Clause 6.3.1. IFD may choose to, but need not, temporarily discontinue disbursement of funds, in full or in part, until such matters have been rectified.
- 5.6. Furthermore, IFD shall be entitled permanently to discontinue all disbursements of funds to a Project Participant if the latter becomes subject to insolvency proceedings as detailed in Clause 13.4, 2nd paragraph. IFD may choose to, but need not, temporarily discontinue disbursement of funds, in full or in part, if IFD receives information, see this Clause 5.6, giving IFD reason to assume that the Project Participant will become subject to such insolvency proceedings. If a Project Participant becomes aware that a petition has been filed for financial restructuring or

insolvency proceedings in relation to the Project Participant, or the Project Participant becomes aware that one or more of the situations referred to in section 18 of the Danish Insolvency Act applies in relation to the Project Participant, the relevant Project Participant shall immediately inform IFD, the Project Leader and the Administrator thereof, and the Administrator shall not subsequently disburse any funds to that Project Participant without the prior written approval of IFD.

- 5.7. Disbursement of the Final Instalment, see IFD's "General Terms and Conditions for Grand Solutions" in force at any time, shall be conditional upon IFD having received the Final Report on time, on such Final Report having been prepared in accordance with all applicable rules and guidelines, and on IFD having approved the Final Report. Furthermore, disbursement of the Final Instalment shall be conditional upon IFD having received and approved the final Annual Report for the Project.
- 5.8. IFD reserves the right during the course of the Project to demand repayment of unused funds, and all unused funds shall always be repaid to IFD after the expiry of the Investment Period. If IFD demands repayment of funds during the course of the Project, this shall be done by contacting the Project Leader and the Administrator. The relevant Project Participants shall, without undue delay, transfer funds to the Administrator so that repayment to IFD can take place. See also the "General Terms and Conditions for Grand Solutions" regarding repayment of funds disbursed.
- 5.9. The Project Participants shall, without undue delay, provide the Administrator with all necessary information for disbursement and transfer of IFD's investment. If such materials and information are not provided on time, IFD's investment cannot be disbursed.

6. Reporting to IFD and review of the Project

6.1. *Steering Committee meeting documents and minutes*

- 6.1.1. IFD shall monitor the progress of the Project throughout the Investment Period via an ongoing dialogue with the Project Leader and the Project Participants and via participation in Steering Committee meetings, including by receiving minutes of Steering Committee meetings.
- 6.1.2. IFD shall receive documents for Steering Committee meetings at least one (1) week before each meeting and shall receive the minutes of Steering Committee meetings within fourteen (14) days after the meeting was held.
- 6.1.3. IFD may at any time request, via the Project Leader, that the Project Partners report in detail on the progress of the Project. The deadline for such reporting which does not take place in connection with a Steering Committee meeting shall be ten (10) weekdays from the request.

6.2. *Investment Review*

- 6.2.1. Once a year, IFD shall perform an Investment Review together with the Steering Committee and any experts that IFD wishes to involve. The Project Leader and the Administrator shall assist IFD and the Steering Committee in connection with the Investment Review(s). An Investment Review shall comprise a review and assessment of the Project status and

expected development from a scientific perspective, including in relation to results, and from a financial/budget-related, time-related and administrative/organisational perspective as specified by IFD. An Investment Review shall be based on input from the Steering Committee, the Project Leader and the Administrator as well as any further information requested by IFD or the Steering Committee from the Project Participants in connection with the review. The Project Participants shall provide all required information and assistance in connection with the performance of the review.

- 6.2.2. Unless IFD finds that there is no basis for continuing the Project, see Clause 13.4 and Clause 14, IFD and the Steering Committee shall, based on the annual Investment Review, jointly decide whether there is a need to amend the Project Plan and/or the Budget, including whether there is a basis for reducing IFD's investment, or whether it is relevant for the Project Participants to apply for further investments by IFD, and whether it is relevant to extend or shorten the Investment Period. The Project Plan and/or the Budget shall be updated to reflect such decisions, and the amendments made shall be binding on all Project Participants, however, see Clause 4.3 and Clause 7.3.

6.3. *Annual Report*

- 6.3.1. IFD shall annually receive a report (the "Annual Report") containing:

- (i) financial reporting in the form of accounts for the Project. The financial year shall be the calendar year. The accounts shall be prepared and presented in accordance with IFD's "General Terms and Conditions for Grand Solutions" in force at any time, see Clause 5.4, which, inter alia, state whether the accounts and the sub-accounts of the respective Project Participants shall be audited prior to submission, and
- (ii) scientific reporting in relation to Project status and progress, including descriptions and documentation of results achieved and status relative to observance of Project Milestones and Project status relative to the success criteria laid down, see the Project Plan. The scientific reporting shall be based on the Investment Review described in Clause 6.2.

- 6.3.2. The Annual Report for a given financial year shall be received by IFD within the deadline stated in IFD's "General Terms and Conditions for Grand Solutions" in force at any time, and shall be approved by the Steering Committee prior to submission to IFD.

- 6.3.3. The Project Participants shall ultimately be responsible for the Annual Report and its preparation. Project Participants shall, without undue delay, supply the Project Leader with all necessary materials for use in connection with the preparation of the Annual Report. The Project Leader shall be responsible for ensuring that the Steering Committee receives a draft Annual Report for approval and that IFD subsequently receives the approved Annual Report by the deadline stated, see Clause 6.3.2. The Administrator shall assist the Project Leader in the preparation of the draft Annual Report.

6.4. *Final Report and follow-up*

- 6.4.1. Immediately after the completion of the Project and not later than three (3) months after the expiry of the Investment Period, the Project Leader shall submit a written final report in respect of the Project (the "Final Report"). The Project Participants shall contribute to the preparation of the Final Report, and the principles stated in Clause 6.3.3 shall apply relative

to the preparation of the Final Report. The Final Report shall be prepared in accordance with IFD's "General Terms and Conditions for Grand Solutions" in force at any time, see Clause 5.4. As part of the evaluation of the Project and the preparation of the Final Report, the Project Participants undertake to be at the disposal of IFD.

6.4.2. For up to three (3) years after the completion of the Project, the Project Participants undertake to participate in IFD's annual Project follow-ups.

6.5. *IFD's current reviews of the Project*

6.5.1. In addition to the annual Investment Reviews, see Clause 6.2, IFD may at any given time during the Investment Period decide to perform a review of the Project in relation to scientific aspects, including in relation to results, and in relation to financial/budget-related, time-related and administrative/organisational aspects. In connection with such reviews, IFD may involve one or more independent external assessors. The independent external assessors may e.g. be involved in assessing whether one or more of IFD's Investment Criteria and/or Milestones and/or tasks laid down in the Project Plan have been fulfilled by the Project Participants, see Clause 7.1. The Project Participants, the Project Leader and the Administrator shall provide all required information and assistance in connection with the performance of the review. See Clause 13.4 regarding IFD's right to terminate the Investment Agreement and Clause 14 regarding IFD's right to terminate the Investment Agreement for breach.

7. Implementation of the Project

7.1. The Project Participants shall observe the Milestones and perform the tasks described in the Project Plan.

7.2. The Project Participants shall perform their respective Project tasks with a view to the Project contributing to promoting the objectives on the basis of which IFD has made the investment, see the Act referred to in Clause 2.1.7, and which are reflected in the Investment Criteria.

7.3. If IFD and the Project Partners, either in connection with Investment Review(s), see Clause 6.2, or otherwise, agree that it is appropriate to amend the Milestones, Investment Period, Budget or the tasks described in the Project Plan, the Project Partners shall, via the Steering Committee, prepare an amended Budget and/or a revised Project Plan describing the new Investment Period or the new Milestones and tasks. The revised Project Plan and/or amended Budget shall be subject to approval by IFD. The Project Participants shall observe the Milestones and perform the tasks described in the Project Plan applying at any time.

7.4. The Project Participants shall contribute the required materials, staff, facilities, equipment, etc. to the Project as described in the Project Plan, however, see Clause 4.3. The Project Participants shall drive forward the Project, making the best possible use of the resources allocated to the Project.

7.5. The Project shall be carried out and financial contributions made in accordance with the guidelines stated in the Project Plan, the Budget and IFD's "General Terms and Conditions for Grand Solutions" in force at any time, see Clause 5.4.

- 7.6. IFD attaches importance to Responsible Research and Innovation (RRI), which aims to strengthen the links between research and innovation processes and results and societal values and needs. IFD advances RRI in its overall strategies and in connection with its projects. The European Commission's definition and implementation of RRI and IFD's encouragement to Project Participants to abide by RRI can be found at <http://innovationsfonden.dk/da/rri-i-innovationsfonden>.
- 7.7. IFD also supports the principles outlined in the Danish Code of Conduct for Research Integrity, which can be accessed via a link from IFD's website, www.innovationsfonden.dk. The Project Participants shall observe the Code of Conduct and hence accept and subscribe to these principles.
- 7.8. IFD has adopted the rules laid down in "Open Access policy for public-sector research councils and foundations". This means that published scientific articles which are the result of full funding or co-funding by IFD are to be made freely available to the public domain via Open Access if the publisher consents. The Project Participants accept and subscribe to these principles. The wording of these policies can be found via links from IFD's website, www.innovationsfonden.dk.
- 7.9. The Parties accept that although the Project is completed satisfactorily, this does not necessarily mean that the results stated in the Project Plan, expected or desired are achieved or realised. Hence, the Parties assume no responsibility for such achievement or realisation of results vis-à-vis one or more of the other Parties or any other responsibility in relation to the other Parties' expectations in terms of Project results. See Clause 13.4 regarding IFD's right to terminate the Investment Agreement with reference to the Investment Criteria.

8. Project management

8.1. *Steering Committee*

- 8.1.1. The Project Partners shall appoint a Steering Committee comprising representatives from each of the participating Project Partners. The Steering Committee shall appoint a chairman and a vice-chairman, who together with the Project Leader represent the Project vis-à-vis the outside world. The IFD shall approve the members of the members of The Steering Committee and the Project Leader. The Steering Committee shall operate on the basis of the Rules of Procedure annexed to the Investment Agreement as Exhibit 4.
- 8.1.2. The Steering Committee is the supreme decision-making body in relation to the Project and responsible for its completion. The Steering Committee shall serve the overall interests of the Project and the Project Participants. Within the framework of the Investment Agreement, the Project Plan and the Budget, the Steering Committee shall lay down the strategy for the Project and its implementation.
- 8.1.3. Decisions of the Steering Committee shall have binding effect, not only on the Project Partners but also on the Project Contributors, however, see Clause 4.3 and Clause 7.3.
- 8.1.4. The Steering Committee shall monitor the development and progress of the Project and make decisions to ensure that interaction between the Project Participants as well as the organisation, management and resource allocation of the Project facilitate realisation of the Milestones and tasks described in the Project Plan, and to ensure that the Project is making

sufficient progress. Among other things, the Steering Committee shall ensure that Project Participants collaborate in relation to common targets throughout the Investment Period and, if necessary, initiate adjustments to the Project Plan and Project organisation, see Clause 6.2 and Clause 7.3.

- 8.1.5. The Steering Committee shall make decisions regarding the inclusion of new Project Participants, including whether they shall accede to the Agreement as “Project Partners” or as “Project Contributors”. The Steering Committee shall observe the provisions of the Project Plan regarding the inclusion of new Project Participants. Pursuant to the Investment Agreement, the existing Project Participants authorise the chairman of the Steering Committee and the Project Leader jointly to sign accession agreements with binding effect on all Project Participants, however, see Clause 3.3. Inclusion of new Project Participants shall be subject to observance of the provisions of Clause 4.3 and Clause 7.3. The Project Plan shall be updated to reflect the accession of new Project Participants.
- 8.1.6. The Steering Committee shall ensure that both Project management and administration are taken into account throughout the Investment Period.
- 8.1.7. The Steering Committee shall supervise the work of the Project Leader and may lay down guidelines for and instruct the Project Leader in his/her work. The Steering Committee may at any time require that the Project Leader report to the Steering Committee, either in writing or at a meeting, on issues of relevance to the Project.
- 8.1.8. The Steering Committee shall supervise the Administrator and – if so requested by IFD – may at any time require that the Administrator provides information about disbursements by IFD and about the Administrator’s distribution of the funds to Project Participants.
- 8.1.9. The Steering Committee may decide to replace the Project Leader and/or the Administrator. Appointment of a new Project Leader or Administrator shall require the prior approval of IFD. The Steering Committee shall replace the Project Leader and/or the Administrator if IFD requires this, see Clause 8.2.1 and Clause 5.3.
- 8.1.10. The Steering Committee shall ensure the financial and scientific management of the Project and approve minutes of Steering Committee meetings and Annual Reports in connection with Steering Committee meetings. The Steering Committee must also approve the Final Report.
- 8.1.11. The Steering Committee shall meet at least twice a year, once in each half of the year.
- 8.1.12. IFD shall monitor the progress of the Project and supervise use of the funds invested in the Project; however, this shall not limit the liability of the Steering Committee and the Project Participants in relation to use of the funds invested.
- 8.1.13. IFD shall appoint one or two (1-2) Investment Managers to monitor the work of the Steering Committee. The Investment Managers appointed by IFD shall not be members of the Steering Committee but purely observers, and hence such Investment Managers shall not be entitled to vote at Steering Committee meetings. The Investment Managers appointed shall, however, have the right to attend and speak at all Steering Committee meetings, and IFD or any Investment Manager may convene a Steering Committee meeting and put separate items on the agenda of a Steering Committee meeting.

- 8.1.14. IFD and any Investment Manager(s) appointed may require that not only Steering Committee members and Investment Managers but also relevant specialists attend Steering Committee meetings and that these specialists are given the right to speak at the meetings.
- 8.1.15. IFD and/or the Investment Manager(s) appointed by IFD can in no way be held liable for the work of the Steering Committee, including for decisions made by the Steering Committee at its meetings, irrespective of whether any Investment Managers have participated in the Steering Committee meetings or have otherwise participated in the work of the Steering Committee. This shall also apply to any non-observance by the Steering Committee of its obligations under the Agreement.

8.2. *Project Leader*

- 8.2.1. The Steering Committee shall appoint a Project Leader, who must be approved by IFD. In this context, IFD may lay down a number of requirements as conditions for approving the Project Leader, including that the Project Leader has relevant professional experience and relevant project management experience. IFD may at any time require that a new Project Leader be appointed if the existing Project Leader does not, in the assessment of IFD, meet his/her obligations under the Agreement or if, in the assessment of IFD, there is a risk that the existing Project Leader will be unable to meet his/her obligations under the Agreement.
- 8.2.2. The Project Leader is supervised by and receives instructions from the Steering Committee. The Project Leader participates in the meetings of the Steering Committee with the right to speak but not to vote.
- 8.2.3. The Project Leader shall have the day-to-day responsibility for the Project and its implementation, including coordination of activities between Project Participants.
- 8.2.4. Dispositions which are of an unusual nature relative to the Project content or have a major impact on the Project shall be made only by special authority from the Steering Committee.
- 8.2.5. In relation to IFD, the Project Leader shall always represent and act on behalf of the overall Project.
- 8.2.6. In current communication with the Project Leader regarding the Project and its implementation, all notices and information given by IFD to the Project Leader shall be deemed to have been given to all Project Participants at the same time. However, see Clause 15.3 on notices to Project Participants in relation to the Investment Agreement.
- 8.2.7. In addition to the responsibilities arising out of the Investment Agreement and the Steering Committee's instructions, the Project Leader shall be responsible for ensuring:
- that an initial Steering Committee meeting is held with the participation of the Investment Manager(s) and all Project Partners within one (1) month from the commencement of the Project,
 - that the Steering Committee is kept informed of Project progress,
 - that an ongoing dialogue is maintained with IFD; in this connection the Project Leader shall, without undue delay, inform IFD of any material circumstances of significance to the Project and/or IFD's investment,
 - that optimum use is made of Project resources,

- that information from IFD is passed on to all other Project Participants,
- that the minutes of Steering Committee meetings described in Clause 6.1 are prepared and submitted to IFD in a timely manner,
- that he/she assists the Administrator in connection with disbursements from and repayments to IFD, and
- that drafts are prepared for the Annual Reports and the Final Report and that the Annual Reports and the Final Report approved by the Steering Committee are submitted to IFD in a timely manner. The Project Leader shall collaborate with the Administrator in connection with the preparation of the Annual Reports and in connection with other reporting on financial aspects of the Project.

9. Dissemination

- 9.1. Project Participants shall ensure that references to Project activities in various media clearly indicate that this is a project that has received IFD funding.
- 9.2. Any publication, report or other material published by Project Participants and containing references to the Project and/or results achieved in connection with the Project shall state that the Project has received funding from IFD, and the IFD logo shall be included in the material. However, the IFD logo may be omitted in scientific publications, etc. to the extent that it is not customary to use logos.
- 9.3. The Project Participants shall once a year during the Investment Period and in the calendar year after the completion of the Project provide assistance for the preparation of a short description of the Project and the Project status and make illustrations available for IFD's publication of the annual report, for IFD's website, etc. The material shall be produced in Danish and English. The deadline for submission of such material shall be determined by IFD, and the Steering Committee and the Project Leader shall, on behalf of the Project Participants, be responsible for ensuring that IFD receives the material on time.
- 9.4. Any publication, report or other material published by Project Participants in connection with the Project as described in Clause 9.2 shall be submitted to IFD electronically before its publication. Unless otherwise stated in the Investment Agreement, no party may use the logos, trademarks or other features of the other Parties in press releases or for marketing purposes without the prior written approval of the relevant Party.
- 9.5. IFD may lay down more detailed guidelines for the rights and obligations stated in this Clause 9. Furthermore, IFD may require that Project Participants set up and maintain a website providing information about the Project. The Steering Committee and the Project Leader shall be responsible for the set-up and maintenance of such website on behalf of the Project Participants.

10. IFD's communication about the Project

- 10.1. In accordance with IFD's "Guidelines for Grand Solutions 2017", IFD will publish an overview of the applications receiving investment commitments, and the Project Participants agree that, irrespective of this Clause 10, IFD may, in connection with the publication described in the

guidelines, use the text from the application form with the short popular description. Furthermore, the Project Participants consent to IFD disclosing the names of the Project Participants, the Project title and duration, and key figures regarding the investment, including its size, in the Danish Research Database (<http://www.forskningsdatabasen.dk>), on IFD's website (www.innovationsfonden.dk) and in its publications.

- 10.2. Should IFD otherwise wish to communicate about the Project and/or results achieved in connection with the Project to the public, IFD shall inform the Project Leader thereof in writing, stating the information that IFD plans to communicate.
- 10.3. Communication to the public by IFD, see Clause 10.2, of the Project and/or results achieved in connection with the Project shall require the approval of all Project Participants. If no Project Participant has within thirty (30) days from receipt of written notice from IFD, see Clause 10.2, approved or rejected IFD's request to communicate information, IFD may in writing give the Project Participants fourteen (14) days to approve IFD's request or to reject it in writing, in which connection the grounds for such rejection shall be stated. If IFD's request has still not been replied to, this shall be deemed to be acceptance of IFD's planned communication to the public.
- 10.4. The scope or content of IFD's communication of information about the Project and/or results achieved in connection with the Project to the public shall never prevent or impede protection, including protection of intellectual property rights, of results achieved in connection with the Project.
- 10.5. In accordance with the "Guidelines for the Public on the Private Financing of Research at State Institutions" of 13 January 2000, state research institutions must disclose certain details relating to private co-funding of their research. In addition to the contents of Clause 10.1, the Project Participants accept that the Project title, the names of the Project Participants and size of the investment/funding is disclosed in accordance with the said guidelines.

11. Collaboration Agreement

- 11.1. It is a condition for obtaining investment from IFD that the Project Participants have entered into and signed a Collaboration Agreement on ownership and exploitation of the results and derived intellectual property rights arising in connection with the Project.
- 11.2. Furthermore, it is a condition that the Collaboration Agreement includes provisions ensuring that a Project Participant's accession to the Investment Agreement, see Clause 3.3, entails that the Project Participant accedes to the Collaboration Agreement at the same time, so that the Project Participant becomes a Party to the entire Agreement. A Project Participant cannot accede to the Collaboration Agreement without acceding to the Investment Agreement at the same time.
- 11.3. In the Collaboration Agreement, the Project Partners shall ensure that any Project Contributors undertake obligations vis-à-vis the Project Partners that will allow the Project Partners to observe the special obligations imposed on the Project Partners under the Investment Agreement and its other Exhibits.

11.4. IFD is not a party to and assumes no liability in relation to the Collaboration Agreement, see Clause 12.2. However, the Collaboration Agreement may only be amended with the prior written consent of IFD.

12. Liability and indemnification

12.1. Each Project Participant warrants to IFD:

- 12.1.1. that the Project Participant in question is not aware of and to the best of its knowledge does not in connection with its performance of and participation in the Project in any way violate or contribute to infringement of any third party's rights, including in relation to consultancy, information or other contributions made by that Project Participant, its employees or students in connection with the Project,
 - 12.1.2. that the Project Participant in question has, to the best of its knowledge, acquired all necessary authorisations, licences, approvals and consents required in order to enter into this Agreement and participate in the Project,
 - 12.1.3. that the Project Participant in question will at all times observe the basic legal, regulatory and ethical principles applying to the specific Project area and execution, including, but not limited to, the principles listed in Clauses 7.6 and 7.7, and
 - 12.1.4. that the Project Participant in question will comply with the legislation in force at any time in connection with the Agreement and the execution of the Project, including, but not limited to, legislation and regulation concerning state aid, competition law, legislation on and regulation of corruption and money laundering, any national, foreign and international export control legislation, regulation, convention and sanction and any instructions from IFD aimed at ensuring such compliance.
- 12.2. The Project Participants shall never and cannot hold IFD responsible for circumstances unrelated to IFD's obligations as specifically stated in the Investment Agreement. For example, Project Participants cannot hold IFD responsible for circumstances relating to the Exhibits to the Investment Agreement and/or the Project Participants' rights and obligations under these Exhibits, irrespective whether the IFD logo is printed on the Exhibits and irrespective of whether IFD was aware of, had reviewed, assessed, approved, accepted, signed or otherwise contributed to the drawing-up of the Exhibits, including, but not limited to, the Collaboration Agreement.

13. Commencement, duration, expiry and termination

- 13.1. The Investment Agreement and Investment Period shall commence on **[insert date]**. The Investment Period is **[x]** year(s) and **[x]** months, unless amended in accordance with Clause 6.2 or Clause 7.3. Unless terminated earlier, see this Clause 13 and Clause 14, the Investment Agreement shall continue in force until the expiry of the Investment Period, when it shall cease immediately and without notice. Termination of the Investment Agreement, irrespective of the cause, shall entail immediate expiry of the Investment Period.
- 13.2. Irrespective of Clause 13.1, the Investment Agreement shall automatically be terminated if the Project has not been commenced within three (3) months from **[the date when the Investment**

Agreement enters into force, see Clause 13.1]. If IFD prior to the expiry of the said period of three (3) months has received from the Project Leader an account approved by the Steering Committee stating the reasons for the delay, and IFD on the basis of this account finds that the grounds for the delay are reasonable and that the Project is still relevant, IFD may decide that the Investment Agreement shall not be terminated, despite the delay. However, if the Investment Agreement is terminated in accordance with this Clause 13.2, IFD will require that any funds disbursed are repaid by the Project Participants, and the Project Leader and the Administrator shall assist IFD in connection with such repayment.

13.3. Project Participants may terminate the Investment Agreement and depart from it giving three (3) months' notice to the end of a month. A Project Participant who terminates and departs from the Investment Agreement in accordance with this provision shall provide written reasons for such termination, but the right of termination shall not be conditional thereupon.

13.4. IFD may terminate the Investment Agreement in writing (for one or more Project Participants) giving three (3) months' notice to the end of a month if IFD – based on its free assessment, including a scientific assessment – finds

- (i): on the basis of a review under Clause 6.2 or Clause 6.5, (A) that the Project does not meet one or more of IFD's Investment Criteria or (B) that the Project is not making sufficient progress; this shall include, but not be limited to, situations where the Project in general is not making progress as assumed in the Project Plan timeline, or situations where it turns out that the basic assumptions on which the Project is based no longer exist, or
- (ii) that one or more of the Project Participant(s) do(es) not observe the Milestones and/or perform the tasks described in the Project Plan and/or the Budget, or
- (iii) a change in the Project Participant's/Participants' circumstances, including e.g. professional, scientific, financial and/or organisational circumstances entails that the Project Participant(s) no longer meet(s) IFD's Investment Criteria.

IFD may terminate the Investment Agreement in writing with immediate effect vis-à-vis a Project Participant which is subject to insolvent liquidation or to financial restructuring proceedings.

After the expiry of the period of notice, final accounts shall be prepared for the Project or the Project Participant(s) departing. On the basis of these accounts, the funds due/owing shall be disbursed or charged by IFD, and the terminated Project Participant(s) shall not receive any further share of the funds invested by IFD. The Project Leader and the Administrator shall jointly prepare the final accounts and present them for approval by IFD and the Steering Committee by a deadline set by IFD.

IFD may also terminate the Investment Agreement in the event of breach as described in Clause 14.

13.5. In connection with termination of the Investment Agreement, IFD shall to an appropriate extent take into account any obligations the Project Participants may have to finance PhD students.

13.6. If the Investment Agreement is terminated under Clause 13.3 or Clause 13.4, all Parties shall, unless otherwise agreed, continue to work loyally on the Project until the period of notice expires.

14. Breach and termination

- 14.1. If one or more Project Participants commit material breach of the Investment Agreement, IFD may terminate the Investment Agreement in writing with immediate effect for the Project Participant(s) in question, however, see Clause 14.3. In the event of material breach of the Investment Agreement by one or more Project Participant(s), Project Participants not in breach may request IFD to terminate the Investment Agreement in relation to the Project Participant(s) in breach. If IFD, in a situation where termination is possible, does not, within one (1) month from the request, comply with the request to terminate the Investment Agreement in relation to one or more Project Participants which are in material breach, the requesting Project Participants not in breach may terminate their own participation in the Investment Agreement giving a short notice of five (5) days. If IFD commits material breach of the Investment Agreement, the Project Participants may terminate the Investment Agreement in writing with immediate effect, however, see Clause 14.3.
- 14.2. The situations that constitute material breach shall be determined in accordance with the general provisions of Danish law, but the following shall always be deemed to be material breach: Project Participants' non-payment of financial contributions in accordance with the Project Plan or the Budget, non-timely submission of an Annual Report, see Clause 6.3, non-timely submission of other reports to be submitted by the Project Participants to IFD or submission of reports that are not in compliance with the rules and guidelines laid down by IFD, infringement by Project Participants of third-party rights, non-fulfilment by Project Participants of the indemnities stated in Clause 12.1, and misuse of Confidential Information.
- 14.3. However, if the breach can be rectified, the Investment Agreement shall be terminated only if the Party in breach has received a registered letter demanding it to do so, stating the nature of the breach, and has not rectified the matter within fourteen (14) days from the date when the demand was sent.
- 14.4. In the event of material breach on the part of a Project Participant, IFD may demand that all funding received by the Project Participant in breach from IFD be repaid within a deadline set by IFD. The Project Leader and the Administrator shall assist IFD in connection with such repayment.

15. Precedence, amendments, notices and assignment

- 15.1. The Investment Agreement shall be mandatory and shall in all respects take precedence over other documents and agreements, including the Collaboration Agreement.
- 15.2. No amendments to the Investment Agreement shall be valid unless they have been approved in writing by all Parties.
- 15.3. Notices and amendments to the Investment Agreement shall be in writing and addressed to the respective representatives of IFD and the Project Participants as stated in the Project Plan.

Notices exchanged between the Parties shall be sent by email to the email addresses of the representatives of the respective Parties as stated in the Project Plan. It is the responsibility of each Party to inform IFD and the Project Leader on an ongoing basis of any changes to the email address provided. Notices of termination, see Clause 13, including for breach, see Clause

14, shall, however, be sent by registered letter on the same day as the email regarding the issue in question was sent.

15.4. The rights and obligations of the Project Participants under the Investment Agreement cannot be assigned to a third party. Mergers of public-sector institutions shall not constitute assignment under this provision.

15.5. Irrespective of the provisions of this Clause 15, Clause 15 shall not limit the powers arising from Clause 8.1.3 (regarding the Steering Committee's decision-making powers), Clause 3.3 and Clause 8.1.5 (regarding inclusion of new Project Participants) and Clause 6.2 and Clause 7.3 (regarding amendments to the Project Plan and/or the Budget).

16. Governing law and legal venue

16.1. The Agreement shall be governed by Danish law, with the exception of Danish conflict of laws rules where such rules would lead to application of the law of another country.

16.2. Any dispute arising between the parties concerning this Agreement, including its interpretation and application, and which cannot be amicably settled must, in so far as is possible under the Administration of Justice Act, section 225 and section 227 be brought before the Maritime and Commercial High Court as court of first instance.

17. Signatures

Each Project Participant receives one (1) electronic copy of the Investment Agreement and its Exhibits.

For Innovation Fund Denmark:

Date: / 201x

Peter Høngaard Andersen
Managing Director

Project Partners:

For [XX]:

For [YY]:

For [ZZ]:

Date: / 201x

Date: / 201x

Date: / 201x

Name
Title

Name
Title

Name
Title

Project Contributors:

For [AA]:

For [BB]:

For [CC]:

Date: / 201x

Date: / 201x

Date: / 201x

Name
Title

Name
Title

Name
Title