

Annex I – Draft of the Research Funding Agreement

Note: *This draft of the Research Funding Agreement is provided for information purposes only at this stage. It will be signed by the Bial Foundation, the Principal Investigator, and the Host Entity if the project is selected for funding and all applicable conditions and requirements are duly met.*

RESEARCH FUNDING AGREEMENT

By and Between

Fundação Bial, a public utility entity, with identification No. 503 323 055 and address at à Avenida da Siderurgia Nacional, 4745-457 Coronado (S. Romão e S. Mamede), Trofa, Portugal, represented by the undersigned representatives, hereinafter referred to as “**Bial Foundation**”,

And

....., national of, holder of the identification card/Passport No., valid up to and with address at, hereinafter referred to as “**Applicant**”, “**Grant Holder**” or “**Principal Investigator**”,

And

....., [insert name of Host Entity/Principal Research Centre] registration number / VAT number (to be filled as applicable), and with address at, represented by [include name and capacity of the signatory], hereinafter referred to as “**Host Entity**”.

Being the Bial Foundation, the Grant Holder and the Host Entity, hereinafter individually referred to as a “Party” and collectively the “Parties”.

Whereas:

- I. With the aim of fostering the scientific study of the healthy human being – considering both physical and mental processes – particularly in the fields of Psychophysiology and Parapsychology, Bial Foundation promoted the opening of its Grants Programme for Scientific Research .../...., which Regulation was made publicly available in
- II. On the, the Applicant submitted an Application for the Research Project “.....”, to which has been assigned the reference number .../....;

III. [Upon Bial Foundation’s suggestion, the Applicant has revised the Application and has proceeded to the modification of the corresponding budget;] (if applicable)

IV. Bial Foundation, after consultation with its Scientific Board, decided to award the Applicant a Grant for Scientific Research in the amount and under the terms and conditions established herein.

The Parties, acting in good faith, enter into the present Research Funding Agreement (hereinafter referred to as “**Agreement**”) that will be governed in accordance with the terms and conditions of the Regulation of Grants for Scientific Research of Bial Foundation – edition 2026 (hereinafter referred to as “**Regulation**”), the recitals above, and the following Clauses:

First

Without prejudice to any other information set out in the Grant Holder’s Application, as approved by Bial Foundation, here deemed to be reproduced for all legal purposes (hereinafter referred to as “Application”), the Research Project “.....” - (hereinafter referred to as “Research Project”) has the following key points:

Scientific Domain(s):

Specific Aims:

Duration (commencement and completion dates):

Grant Holder/Principal Investigator:

Host Entity/Principal Research Centre:

Global Budget: € (...euro).

Second

1. Bial Foundation awards the Grant Holder a grant to be used exclusively for the performance of the Research Project, in the total amount of €..... (..... euro). Subject to full compliance with the terms of the provisions of this Agreement, particularly, but not limited to this Clause Second, such amount of €..... (..... euro) shall be paid directly and exclusively to the Host Entity, in instalments as follows:

a) €..... (..... euro) to be paid after this Agreement is signed by all the Parties;

b) €..... (..... euro) to be paid

c) €..... (..... euro) to be paid

- d)** €..... (..... euro) to be paid
- 2.** The payment of each instalment – except for the first one - mentioned in paragraph 1 above is subject to the (i) prior submission by the Grant Holder, through the Bial Foundation Grants Management System (BF-GMS), of the Scientific and Financial Progress and Final Reports (as the case may be) and (ii) approval of such reports by Bial Foundation.
 - 3.** Subject to the compliance with the above, the instalments mentioned in paragraph 1 of this Clause Second shall be paid as follows:
 - a)** First instalment shall be disbursed after execution of this Agreement by all Parties and after the commencement date of the Research Project;
 - b)** Subsequent interim instalments shall be disbursed only (i) upon approval by Bial Foundation of the scientific and financial progress reports submitted by the Grant Holder and (ii) when the expenses already paid are approximately equivalent to the amount already disbursed under the Agreement;
 - c)** The final instalment, corresponding to no less than 10% (ten percent) of the total Grant, shall be reimbursed only after all final requirements have been fulfilled. These include, without limitation, the approval by Bial Foundation of the scientific and financial final reports, as well as a research paper accepted for publication in a peer-reviewed journal that directly results from the Research Project (if applicable). For the avoidance of doubt, the Parties agree that the last instalment shall only be reimbursed in case the total awarded amount has already been expended.
 - 4.** Payment of the amount set forth in this Clause Second shall be made by bank transfer directly and exclusively to the Host Entity's bank account, as indicated in the designated form uploaded to the BF-GMS. This form must be accompanied by official proof of the Host Entity's bank account details, issued by the bank or obtained through home banking, provided it clearly confirms the account holder and relevant banking information.
 - 5.** The Grant Holder shall be responsible for promptly notifying the Bial Foundation of any changes to the Host Entity's bank account details throughout the project. Failure to provide timely and accurate notification may result in misdirected payments or administrative delays. Bial Foundation shall not have any responsibility for, nor bear any additional costs arising from changes to the bank account that have not been duly communicated in advance.

6. Bial Foundation shall not be responsible for any other costs and expenses whatsoever which are not expressly approved by Bial Foundation pursuant to this Agreement and are not referenced in the approved Application.

Third

1. This Agreement shall not be interpreted as being, or giving cause to, an employment, labour, working, agent, or partner contract or services agreement. Accordingly, the Grant Holder shall not be considered a worker, agent, or representative of Bial Foundation.
2. Without prejudice to any liability that may arise and result from applicable legal provisions, Bial Foundation shall not be held liable for any damage or loss suffered by the Grant Holder and/or Host Entity in connection with, or as a result of, the execution of this Agreement or the receipt of the grant awarded to the Grant Holder.

Fourth

1. The Grant Holder undertakes to execute the Research Project as described in the Application, including, but not limited to, the "Expected outputs". The Grant Holder shall promptly notify Bial Foundation of any facts, events, or circumstances that may impact the proper execution of the Research Project.
2. The Research Project, including, but not limited to, the work plan, project schedule, and corresponding budget, may not be modified without the prior written approval of Bial Foundation.
3. The Grant Holder undertakes to submit both the Scientific and Financial Final Reports, following the requirements set out in the Annex to this Agreement, within the maximum period of one month after the completion date established in this Agreement or interruption of the Research Project. In the event of duly approved postponements by the Bial Foundation, this additional one-month period shall not be applicable.

Fifth

1. The financial reports shall clearly specify the direct costs and eligible expenses already paid under each budget item, duly supported by copies of the relevant documentation evidencing such expenditures.
2. If it is not possible to provide copies of the documentation evidencing the costs and expenses already paid, the Grant Holder shall duly justify the situation and submit a declaration issued on the official letterhead of the Host Entity. This declaration must be signed by a financial officer or accountant and shall

confirm that the corresponding costs and expenses, broken down by budget item, were incurred during and for the execution of the Research Project supported by Bial Foundation.

3. All payments made by Bial Foundation under this Agreement shall be in Euro currency. Accordingly, all expenses reported in the financial reports must be presented in Euro. If any costs are incurred in other currencies, the Grant Holder shall apply, in each financial report, the exchange rate in effect on the date of the most recent instalment received. For reference, the applicable exchange rate shall be retrieved from the European Central Bank's official website (<http://www.ecb.europa.eu/stats/eurofxref/>) and shall correspond to the rate published on the date the previous instalment was received. Bial Foundation provides funding in Euro and shall not be held responsible for exchange rate fluctuations and assumes no currency risk.
4. The Host Entity undertakes to return to Bial Foundation the amount of the Grant which cannot be substantiated with appropriate supporting documentation, as set forth in paragraphs 1 and 2 of this Clause Fifth. The return of such amount shall be made within 60 (sixty) days from the date of receipt of a written request from the Bial Foundation to the Grant Holder, who shall promptly inform the Host Entity of said request.

Sixth

The Host Entity confirms its acceptance to host the Research Project, and represents and warrants that (i) it possesses all the legal, institutional, and operational conditions necessary for proper execution of the Research Project, (ii) entering into this Agreement does not, and will not, result in a breach of any contractual obligations with third parties and (iii) it has no and will neither have any conflict of interest, nor will it incur any, that could compromise its impartiality, integrity, or ability to fulfil its responsibilities under this Agreement.

Seventh

1. Upon completion of the Research Project, any equipment purchased with funds from the Grant awarded by Bial Foundation shall, if applicable, become the property of the Host Entity where the Research Project was completed.
2. If the said Host Entity is not interested in the equipment or if the Research Project is not completed, the equipment shall be delivered to Bial Foundation.

Eighth

1. The Grant Holder and the Host Entity shall be solely responsible for verifying, ensuring, and guaranteeing that the execution of the Research Project does not conflict with any existing contractual obligations to third parties. Additionally, the Grant Holder and Host Entity represent and warrant that the Research Project and its results do not infringe upon any third-party rights, including, without limitation, industrial or intellectual property rights.
2. The Grant Holder undertakes to acknowledge the financial support received from Bial Foundation in all publications, communications, and oral presentations, in any form or medium, that are carried out by virtue of, within the scope of, or as a consequence of the Grant awarded by Bial Foundation for the execution of the Research Project.
3. The Grant Holder grants Bial Foundation a free-of-charge, perpetual license (according to the duration of the applicable copyrights), without geographical limitation, transferable and sublicensable to use, reproduce, distribute, disclose, publish, and make available to the public the Scientific Final Report, in whole or in part, in its original or translated version. This license applies across all forms, medium, and platforms, including, without limitation, the Bial Foundation's online database, websites, social media channels, and other publicly accessible electronic platforms, for any intended purpose. The Scientific Final Report provided by the Grant Holder to Bial Foundation shall identify all team members who contributed to it. In the absence of an express indication of the authors in the Scientific Final Report, all members of the Research Project team will be referenced as co-authors.
4. The Grant Holder represents and warrants that they have the full power, authority, and capability to enter into this Agreement, to grant the rights and license granted herein (including, without limiting, in the preceding paragraph), and to perform all obligations hereunder.
5. If the Scientific Final Report contains information that the Grant Holder does not intend to disclose publicly, the Grant Holder may notify Bial Foundation and submit an additional interim or abridged version of the report to be temporarily uploaded to the Bial Foundation's online database. In such cases, Bial Foundation shall replace the interim report with the full Scientific Final Report within 3 (three) years from the date of its submission to the BF-GMS, upon receiving express authorization from the Grant Holder to disclose the Scientific Final Report, whichever occurs first.
6. The preceding paragraphs shall neither affect nor prejudice any recognition and protection of copyrights as established by law. The Grant Holder shall remain solely responsible for ensuring the effective protection of the results of the Research Project.

Ninth

1. The Parties agree to comply with all applicable privacy and data protection laws and regulations. The Grant Holder is responsible for ensuring that all personal data used or generated during the Research Project – including special categories of data such as health, genetic, biometric, racial or ethnic origin, images, videos, or audio recordings – is processed lawfully, fairly, and transparently, with an appropriate legal basis, including documented and valid consent where required.
2. Prior to the submission of any report or deliverable, the Grant Holder must ensure that not directly or indirectly identifiable personal data is included, unless prior consent has been lawfully obtained and documented. Where consent is not available, all such data must be fully anonymized, in accordance with applicable standards, ensuring that no individual can be identified.
3. If Artificial Intelligence (AI) is used in any stage of the Research Project, the Grant Holder must ensure its use is lawful, transparent, explainable, and subject to appropriate human oversight. AI-generated content must maintain factual accuracy and scientific integrity, and its use must be justified within the scope of the Research Project. Non-compliance with these obligations may result in disqualification or other applicable sanctions under this Regulation or the law.
4. The Bial Foundation may process limited personal data relating to the Grant Holder and members of the Research Project team (such as name, contact details, and professional information), solely for purposes of reviewing, supporting, and managing the Research Project, and to comply with legal or regulatory requirements. This data may be shared within the Bial group, with research partners, or competent authorities, including in jurisdictions outside the country where the Research Project is conducted.
5. The Grant Holder consents to the use of their name, photo, and biographical details for the Bial Foundation's communication and promotional purposes, in accordance with the Bial Foundation's Privacy Policy available at www.bialfoundation.com.

Tenth

1. In addition to any rights provided by applicable law, Bial Foundation reserves the right to terminate this Agreement under the following circumstances:
 - a) Serious or repeated breach of the Grant Holder's obligations, attributable to the Grant Holder, including but not limited to (i) failure to address the Specific Aims set forth in the Application and reflected in this Agreement,

- (ii) failure to submit the mandatory Reports within the stipulated deadlines and (iii) non-completion of the Research Project;
 - b) False or misleading statements made by the Grant Holder;
 - c) Non-compliance with the Regulation;
 - d) any actions by the Grant Holder and/or the Host Entity that may jeopardize the reputation, name, or public image of Bial Foundation.
2. The termination of this Agreement for breach pursuant to paragraph 1 of Clause Tenth and the consequent cancellation of the Grant pursuant to this Agreement shall oblige the Host Entity to reimburse the amounts disbursed by Bial Foundation, either in full or in part, as determined by Bial Foundation in light of the specific circumstances. For the avoidance of doubt, this obligation applies regardless of whether the funds have already been spent, committed, or allocated.
3. Bial Foundation reserves the right to refuse and/or suspend the payment of the Grant, in whole or in part, whenever the conditions set forth in this Agreement or the Regulation are not fulfilled and/or the Grant Holder does not comply with any provision of this Agreement and/or the Regulation. This right may be exercised regardless of any prior payments made or commitments undertaken, and without prejudice to any other legal or contractual remedies available to Bial Foundation.
4. Without prejudice to the provisions of this Agreement and the Regulation, including, without limitation, this Clause, the following circumstances may constitute grounds for the reduction of the Grant amount, where applicable:
- a) Failure to address part of the Specific Aims set forth in the Application and reflected in this Agreement, due to reasons attributable to the Grant Holder;
 - b) Substantial non-execution of the Research Project as approved;
 - c) Modifications to key elements of the Application that were decisive for the funding decision and that compromise the scientific merit or integrity of the Research Project.

Eleventh

In addition to the right of termination set forth in the preceding Clause Tenth, this Agreement shall be automatically terminated upon completion of the Research Project, by agreement of the parties or in the event of a material change in circumstances.

Twelfth

The Grant Holder and the Host Entity acknowledge and accept Bial Foundation's right to disclose this Agreement and any related documentation to any competent authority and entity, in Portugal or abroad.

Thirteenth

1. This Agreement shall become effective on the date of signature by all Parties and shall be in full force and effect for the duration of the Research Project, as agreed, unless terminated earlier by either of the Parties in accordance with Clauses Tenth and Eleventh or otherwise approved by Bial Foundation in accordance with paragraph four of this Clause.
2. All matters not expressly regulated in the Agreement shall be governed by the provisions of Regulation, which the Grant Holder and Host Entity hereby acknowledge having read and understood, and to which they undertake to comply with.
3. This Agreement shall be governed by and construed in accordance with the Portuguese laws. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Porto, Portugal, to resolve any disputes arising from or related to this Agreement, without giving effect to any conflict of laws provisions thereof.
4. Except for amendments to the Research Project's schedule, budget, or research plan, which could be agreed by email, neither this Agreement nor any of the terms or provisions hereof may be amended, modified, or supplemented except by a written instrument signed by the duly authorized representatives of all Parties here to. No waiver of any right set forth herein shall be deemed effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought.
5. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall in no way affect the validity or enforceability of the remaining provisions. The Parties shall use their best efforts to replace the invalid or unenforceable provision with a valid and enforceable one that, to the extent possible, achieves the same economic, legal, or practical purpose, ensuring that the remaining provisions shall not in any way be affected or impaired thereby.
6. Neither the Grant Holder nor the Host Entity may assign or transfer their position, rights, or obligations under this Agreement to any third party without the prior written consent of Bial Foundation.
7. The rights and obligations of the Parties that, by their nature or intent, are meant to survive the termination of this Agreement (including, but not limited

to, the rights and obligations under Clauses Seventh, Eighth, Ninth, Twelfth, and Thirteenth) shall remain in full force and effect notwithstanding such termination.

The Parties have duly signed this Agreement in a manner legally binding upon them. This Agreement may be executed through electronic signature and in any number of counterparts, where all such counterparts taken together will be deemed to constitute the same instrument. A signed or electronically signed copy of this Agreement delivered by email, or other means of electronic transmission, shall have the same legal effects and the same probative force as wet-ink signatures.

ACKNOWLEDGED, ACCEPTED, AND AGREED TO:

FUNDAÇÃO BIAL:

Name:
Capacity:

Name:
Capacity:

GRANT HOLDER:

Name:

HOST ENTITY:

Name:
Capacity:

Annex

The Scientific Final Report must:

1. Provide a comprehensive overview of the entire project, including its outputs and outcomes, and clearly identify any deviations or modifications from the original approved project plan.
2. Be self-contained and structured as a scientific article, including the following sections: Aims, Method (participants, instrument/measures, and procedure), Results and Discussion, Conclusions, and Recommendations. The report must not exceed **10 pages**. Data from all planned experiments or studies must be fully analysed and integrated.
3. Include, as a separate attachment, a table comparing the expected versus achieved output indicators, along with a complete list of publications. Access to publications must be ensured by indicating the URL (if open access) or by uploading the files in PDF format (e.g., galley proofs of accepted articles). **Only publications that explicitly acknowledge Bial Foundation's support will be considered as outputs of the Research Project.**
4. Include, as a separate attachment, the duly completed template available for download from BF-GMS, under the "Grant Edition Support Documents" section. This represents an abstract of the Research Project to be published on Bial Foundation website.

The Financial Final Report must:

1. Include all supporting documents for expenses not submitted in previous reports. The last instalment shall only be reimbursed in case the total awarded amount has already been expended by the time the final report is submitted.