



TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions (the "T&Cs") are intended to govern the operation of the Scientific Progress Immunoglobulin **Awards**) organized by Grifols, S.A., a company duly incorporated under Spanish law, with Tax ID number A-58389 Jesús y María 6, 08022 Barcelona – Spain ("Grifols").

The objectives of the **SPIN Awards** aim to support research into the use of immunoglobulins in neurology.

These T&Cs are available for consultation on www.spin-awards.com (the "Website").

2. PARTICIPANTS

Participation in the **SPIN Awards** is voluntary and not subject to application fees.

The Participants in the **SPIN Awards** may present their proposal individually or as a part of a team. Both individual and team participants will be jointly referred to as the "Participants".

Participants shall meet the following eligibility requirements:

- present an innovative proposal that fulfills the project objectives, set forth in Section 4.1;

- be under the age of 40 at the time of submitting the Letter of Intent (the "LoI"). This requirement only applies to individual participants;

- be a scientist or clinician employed or supported by a hospital, university or independent institution; and

- be employed or supported by a hospital, university or independent institution (the "Institution")

None of Grifols' and/or its group companies' employees or any relative up to the second degree of kinship of the person in charge of the management of Grifols' scientific awards or in the awardee selection process shall be eligible to participate in the SPIN Awards.

Unless expressly stated in these T&Cs, in no case shall Grifols bear any costs and/or expenses in which the Participant incurs in its participation in the SPIN Awards.

Submissions from Awardees of previous editions of SPIN Awards will not be accepted.

3. PERIOD OF PARTICIPATION AND TIMELINE

The period of participation for the SPIN Awards will be defined in the SPIN Awards Timeline.

(a) Submission of the Application Form: within the term indicated in the SPIN Awards Timeline.

(b) Submission of the full proposal for the Research Project (as such term is defined below) by the short listed Participants: within the term indicated in the SPIN Awards Timeline.

(c) The Awardee (as such term is defined below) will be announced on the Website within the term indicated in the

4. AWARDS DETAILS

Applicants (either individual Participants or the Participant in a team designated to present the proposal) should complete it, together with the Lol and any required documentation, including a short curriculum vitae during the term set out in

Once the period to submit the Application Form ends, an independent jury formed by a panel of scientists, whose information is on the Website (the "Jury") shall select a maximum of six (6) proposals submitted Research Projects that best match the S Section 4.1, taking into consideration the appraisal criteria described in Section 4.2.

The Participants shortlisted by the Jury will be invited to submit a full proposal of the Research Project, following the

There is one award annually. The Participant whose Research Project is awarded (the "Awardee") will be announce name(s), last name(s), photo(s), job position(s), designation of workplace(s), short biography(ies) and a brief descri

If required, the Awardee shall attend the Award Ceremony, whether by physical attendance or remotely at the choice of the Awardee. In case it is required for the Awardee to attend physically the Award Ceremony any costs and/or expenses for attendance will be borne by Grifols.

Participants shall provide all information requested in course of the selection process in English using the form or documents they are made available on the Website.

4.1 Requirements of the Research Projects

Participants must present a research project on the use of immunoglobulins in neurology. Proposals may include, but not be limited to, efficacy, mechanism of action, safety and tolerability, quality of life and pharmacoeconomics. The project should meet the "Research Project"):

(a) SPIN Awards' objectives:

- (i) Develop novel concepts in immunoglobulin research in neurology,
- (ii) Encourage discovery of beneficial immunoglobulin applications in neurological disorders,
- (iii) Promote research of novel therapeutic options for patients with neurological conditions

(b) Research Project goals should be achieved within a maximum of twelve (12) months from the date of the first payment to the Participant become selected as Awardee.

(c) The Research Projects should be innovative and related to immunoglobulin research in neurology or related to neurological conditions, not associated with one particular commercial product;

(d) Studies sponsored by industry are excluded;

(e) In no case, submitted Research Projects shall include any information or data which allows, directly or indirectly, to identify any other individuals, who are not members of the Participant's team and/or the Institution;

The Awardee agrees to provide Grifols with an interim study report after half-time of the Research Project and a full final report at the end of the Research Project.

4.2 Appraisal criteria

The Research Projects will be assessed by the Jury taking into account the Research Project Objectives and the fo

(a) Scientific merit which will take into account (i) the validity of the rationale and/or proposed methodology, (ii) the validity of the proposed timelines, and (iv) the feasibility of completing the proposed research within a maximum date of the first payment agreed in the Contract, in case the Participant become selected as Awardee;

(b) Innovation of the project in design, methodology and/or objectives;

(c) Clinical/medical impact which will take into account the contribution of the Research Project results to clinical and immunoglobulin in neurological disorders,

(d) Mentor and research environment, which will take into account (i) mentor's research focus, clinical/scientific experience of the Participants, and (iii) expertise in the academic research environment.

5. PRIZE

The selected Research Project will be awarded with an amount of Euros 50,000 (the "Award"). The payment of the the Awardee's Institution that employs or supports the Awardee with the following payment schedule and subject, if residents for non-Spanish residents:

Twenty-five thousand Euros (€25,000) (gross amount) within sixty (60) days of receipt of the corresponding invoice

Twenty-five thousand Euros (€25,000) (gross amount) within sixty (60) days of receipt by Grifols of the final report invoice issued by the Institution.

The Awardee acknowledges that Grifols will not transfer any payment of the Award directly to him/her.

The Institution shall use the Award only for the performance of the Research Project by the Awardee and shall not use it (i.e. management or administration costs).

6. AGREEMENTS

A written agreement shall be executed between the Institution and Grifols (the "Contract") to cover the granting of the Award of both parties related thereto. The Contract shall be subject to Spanish law and to the jurisdiction of the courts of Madrid, or otherwise agreed by Grifols and the Institution.

7. CONFIDENTIAL INFORMATION

All documents and/or information submitted by Participants and/or the Institutions to Grifols related to the Research Project shall be confidential information ("Confidential Information") and shall only be used by Grifols for the sole purposes of assessing SPIN Awards.

The obligations of this Clause 7 shall during a term of five (5) years after the disclosure of the Confidential Information.

8. REPRESENTATIONS AND WARRANTIES. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Participants represent and warrant that (a) they are the scientists or clinician responsible for the submitted Research Project, (b) the documents and/or information provided are accurate and updated, (c) the Research Project is an original creation, (d) the Institution's approvals from the Institution to participate in the SPIN Awards and their participation do not violate any duty owed to any third party, (e) if applicable, they will obtain the informed consent of the patients in accordance with applicable law, (f) they are not aware of any applicable health regulations, and (g) their participation in the SPIN Awards and the exercise by Grifols of the rights and obligations arising from legal provisions, agreements, rights or assets owned by any third party.

The Institution will be the exclusive owner of the economic rights of intellectual and industrial property over the Research Project. For the SPIN Awards, Grifols is granted a worldwide, non-exclusive, non-transferable (except to Grifols' group companies) right to use the results derived, directly or indirectly, from the Research Project for Grifols' internal research and development purposes.

information, data and/or results derived from the Research Project only with the prior written consent of Grifols, which is withheld.

For the avoidance of any doubt, the Institution shall fully keep the ownership or control over all documents, materials (including but not limited to, but not restricted to, any intellectual and industrial property rights) submitted to participate in the SPIN Awards. The Institution shall ensure that such publication does not constitute a breach of any provisions of these T&Cs.

9. DATA PROTECTION

Any personal data provided by the Participants will be processed in accordance with the [Privacy Notice](#).

10. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by Spanish law.

If any disputes arise from the interpretation and/or execution of the provisions regulated in these T&Cs, the parties shall attempt to resolve the dispute amicably. If the dispute, controversy or difference cannot be amicably resolved, the parties shall submit the dispute to the courts of the city of Barcelona, Spain.

11. GENERAL

Participation in the SPIN Awards implies full and complete acceptance of these T&Cs by each Participant. Any state or action not in accordance with the T&Cs, will result in the exclusion of the Participant and, as a result, Grifols will be released from fulfilling its obligations towards said Participants.

It is hereby acknowledged that the Award granted is not conditioned upon any promotion, prescription and/or use of Grifols nor it is intended to influence the Awardee and the Institution to do so.

Grifols reserves the right to cancel the SPIN Awards at any time on grounds of force majeure, lack of participation or any other reason.

Grifols reserves the right to disqualify any Participant who infringes any of the provisions regulated in these T&Cs and/or does not comply with the conditions of participation.

Grifols reserves the right to modify these T&Cs in case any irregularity is detected that might influence the objectivity of the SPIN Awards.

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