

## DRAFT FUNDING AGREEMENT

between

iwCLL e.V., Kerpener Straße 62, 50937 Köln (iwCLL e.V.)

and

\_\_\_\_\_ (stipendiary)  
first name, last name, address

### Preamble

iwCLL e.V. is an international, non-profit association, which is committed to creating progress regarding the management and outcome of patients with chronic lymphocytic leukemia world-wide.

The purpose of this funding opportunity is to foster the development of “chronic lymphocytic leukemia [“CLL”]-related diagnostics, clinical management, basic and translational research, registry development or patient advocacy in an LMIC (ODA) [with a link to list] with the ultimate aims to better understand CLL globally and improve patient outcomes. It offers a funding structure for innovative projects in any of the above aspects.

### I. Grant of Funding

1. The iwCLL e.V. hereby grants to the stipendiary a funding line of up to 100,000 USD (maximum funding line) in accordance with the terms and conditions set out below.
2. The maximum funding line is granted as the maximum amount to be paid by iwCLL e.V. The concrete paid funding amount is determined by the cost of the project based on the region in which it is conducted and the duration of the project.

### II. Project

1. iwCLL e.V. grants the maximum funding line to foster the project executed by the stipendiary as described and agreed on in schedule 1 to this agreement.
2. The stipendiary is obligated to execute the project as described and agreed on in schedule 1.

### III. Conditions of funding and payment

#### 1. Current funding

The funding will be carried out in the form of the grant of a funding line that shall be managed as current account with quarterly closing of accounts.

#### 2. Maximum funding amount

The stipendiary agrees to adhere to the maximum funding amount with the iwCLL e.V. under clause I hereunder.

#### 3. Payment of the funding amount

iwCLL e.V. will pay the concrete funding amount to the stipendiary in the rates as defined in **schedule 2**. If the project is fulfilled without drawdown, the maximum funding amount iwCLL e.V. is not obliged to pay any further rates.

#### 4. Employment

The funding is granted under the condition that the stipendiary is employee of \_\_\_\_\_ and the employment agreement has a minimum run-time of 3 years from the date of the undersigning of this agreement. The stipendiary will, as a consequence of this funding agreement, not enter into an employment relationship with iwCLL e.V. Therefore and for the purpose of clarity, iwCLL e.V. will not undertake any employer obligations, neither under labor law nor under tax law or social security law.

The stipendiary him- / herself is responsible for the correct treatment of the funding amount for personal income tax and social security purpose and should seek respective advice from a tax advisor or tax lawyer if necessary. In some jurisdictions, scholarships / grants are exempt or privileged for income tax purposes under specific conditions (e.g. in Germany according to Sec. 3 No. 44 German Income Tax Act). iwCLL e.V. has not checked whether or not the funding amount is subject to any of such exemptions or privileges, and does not assume responsibility that the stipendiary may benefit from tax advantages of whatever kind.

#### IV. Termination, Repayment and interest

1. iwCLL e.V. may terminate this agreement or the funding line and claim the repayment of all paid rates by giving one month's notice if the stipendiary does not fulfill to the project as described and agreed on in schedule 1. iwCLL e.V. is legitimated (but not obliged) to set an appropriate time-limit for the fulfillment. If the stipendiary does not fulfill in time, the parties agree herewith that this would be a good reason for the termination.

2. iwCLL e.V. may also terminate this agreement or the funding line for good reason with immediate effect and demand immediate repayment. In particular, the occurrence of any of the following events shall be regarded as good cause:

- the stipendiary fails to comply with its obligations to disclose the status as set out in this agreement;
- the stipendiary makes false statements during the disclosure of the status;
- the stipendiary fails to comply with any obligation to fulfill the project;
- the stipendiary fails to comply with any commitments of this agreement.

3. In case of a repayment the stipendiary is obligated to pay an interest on the paid concrete funding amount with retroactive effect from the day of the payment of each rate. The interest shall be 5%-points above the base rate of the European Central Bank. This shall be without prejudice to the right of iwCLL e.V. to prove a higher compensation claim.

4. If the stipendiary fulfills the project as set out in schedule 1 iwCLL e.V. will not claim any repayment or interest regarding the concrete funding amount.

#### V. Disclosure

The stipendiary agrees to disclose upon demand to iwCLL e.V. the factual and financial status of the project at least once in a quarter of a year. iwCLL e.V. is entitled to ask for such a disclosing at any time.

#### VI. Applicable law

The adherence to this agreement and its implementation and operation shall be governed in accordance with the laws of the Federal Republic of Germany. International laws shall not apply. This shall, in particular, refer to the UN Convention on the International sale of Goods (CISG) and to the EGBGB.

\_\_\_\_\_

\_\_\_\_\_  
iwCLL e.V.

\_\_\_\_\_  
stipendiary

