



TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions (the "**T&Cs**") are intended to govern the operation of the Alpha-1 Antitrypsin Laurell's Training Award (the "**ALTA Awards**") organized by Grifols, S.A., a company duly incorporated under Spanish law, with Tax ID number A-58389123 and with registered offices at calle Jesús y María 6, 08022 Barcelona – Spain ("**Grifols**").

The objectives of the ALTA Awards are to identify and engage investigators (both physicians and scientists) who are early in their careers in a longstanding commitment to investigating Alpha-1 Antitrypsin Deficiency (AATD) and to strengthen the network between scientists and clinicians working in the field of AATD.

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

2. PARTICIPANTS

Participation in the ALTA Awards is voluntary and free of charge.

The participants in the ALTA Awards may present their proposal individually (the "**Participant(s)**").

Participant(s) shall meet the following eligibility requirements:

- be an early career clinicians, fellows-in-training, scientists and other Alpha-1 care professionals from hospitals, universities and independent research institutes and individuals, who are already working and/or are new in the field of AATD;
- seek to conduct some or all their research during the fellowship at another national or international institution are specially encouraged to participate;
- be under the age of 40 at the time of submitting the **Letter of Intent** (the "**LoI**");
- be employed or supported by a hospital, university or independent institution (the "**Institution**"), and
- sign a contract with the Institution and Grifols (the "**Contract**") if becomes a selected Awardee (as such term is defined below).

None of Grifols' and/or its group companies' employees or any relative up to the second degree of kinship of the persons directly involved in the management of Grifols' scientific awards or in the awardee selection shall be eligible to participate in the ALTA Awards.

Unless expressly stated in these T&Cs, in no case shall Grifols bear any costs and/or expenses in which the Participant(s) may incur by reason of their participation in the ALTA Awards.

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

3. PERIOD OF PARTICIPATION AND TIMELINES

The period of participation for the ALTA Awards will be defined in the [ALTA Awards Timeline](#).

(a) Submission of the [Application Form](#): within the term indicated in the [ALTA Awards Timeline](#).

(b) Award ceremony will be at the ERS Congress, which date and place will be announced on the Website during the second quarter of 2021 (the "**Award Ceremony**").

4. AWARDS DETAILS

Participant(s) should complete the Application Form and submit it, together with the LoI and a short curriculum vitae during the term set out in [Section 3](#).

Once the period to submit the Application Form ends, an independent jury formed by a panel of leading experts in clinical and academic medicine and one representative from Grifols (the Head of Medical Affairs EU and ROW), whose identity details are published on the Website (the "**ALTA Review Team**") shall select a maximum of four (4) proposal submitted Research Projects (as such term is defined below) the best match the requirements described in [Section 4.1](#), taking into consideration the appraisal criteria described in [Section 4.2](#).

The Participant(s) shortlisted by the ALTA Review Team will be invited to submit a full proposal of the Research Project, following the requirements set forth in [Section 4.1](#), jointly with the following additional documents: (i) Applicants' and mentor's biographical Sketch, (ii) Letter of support from mentor and (iii) letter of support from director of the Institution, department or division head stressing Institution's commitment to the Participant assuring the reviewer that the Participant's time will be dedicated to pursue the goals of the ALTA Awards as the Research Project should be their full-time activity for the year. The ALTA Review Team will select the two (2) Research Projects that best match the criteria described in [Section 4.2](#).

The two (2) Participant(s) whose Research Project are awarded (the "**Awardees**") will be announced on the Website with their name, last name, photograph, job position, designation of workplace, short biography, and together with a brief description of the Research Project.

The Awardees are required to attend the Award Ceremony in order to be awarded. Any costs and/or expenses associated with the attendance of the Awardees to the Award Ceremony will be borne by Grifols or, if these have been already paid by the Awardees or the Awardee's Institution, the Awardees or the Awardee's Institution shall be reimbursed by Grifols upon Grifols being provided with evidence of such costs and/or expenses incurred and subject, in any event, to any applicable local laws and regulations.

The Awardees are encouraged to conduct all or some of their Research Project at another national and international center. The renowned research laboratories headed by the members of the ALTA Review Team would be delighted to host and mentor the Awardee for certain aspects of its Research Project.

At the end of their project, ALTA Awardees may be invited to present their results either at the Award Ceremony or at the ALTA Networking Meeting. The ALTA Networking Meeting is an annual meeting organized by Grifols with the aim to create network of young specialists who help raise awareness for alpha -1 antitrypsin deficiency (AATD) and for augmentation therapy. Any costs and/or expenses associated with the attendance of the Awardees to these meetings will be borne by Grifols or, if these have been already paid by the Awardees or the Awardee's Institution, the Awardees or the Awardee's Institution shall be reimbursed by Grifols upon Grifols being provided with evidence of such costs and/or expenses incurred and subject, in any event, to any applicable local laws and regulations.

Participant(s) shall provide all information requested in the course of the selection process in English using the form or documents provided by Grifols, when they are made available.

4.1 Requirements of the Research Projects

Participant(s) must present a project in basic or clinical research aimed at providing new insights into the epidemiology, pathophysiology, clinical course, or treatment of lung disease related to AATD, or a proposal focusing on other AATD associated diseases such as liver disease, Wegener's granulomatosis, vasculitis, diabetes or panniculitis, which meets the following requirements (the "Research Project"):

- (a) goals should be achieved within twelve (12) months from the date of the first payment according to the contract, in case Participant(s) become selected as Awardees.
- (b) studies sponsored by industry are excluded;
- (c) basic research projects may include preclinical animal studies and in vitro studies;
- (d) clinical research projects may include any studies requiring patient informed consent, including treatment of patients and/or use of patient samples (e.g. for biomarker analysis, genotyping and diagnostics);
- (e) in no case, submitted Research Projects shall include any information or data which allows, directly or indirectly, the identification of patients and/or any other individuals who are not members of the Participant(s)' Institution;

The Awardees agree to provide Grifols with an interim study report after half-time of the Research Project and a full report after completion of the Research Project (the "Final Report"). Subject to the prior written consent of Grifols, which shall not be unreasonably delayed, conditioned or withheld, the Awardees may need to publish the results of the Research Project on a peer-reviewed international scientific journal (the "Publication")

4.2 Appraisal criteria

The Research Projects will be assessed by the ALTA Review Team taking into account the following criteria:

- (a) Scientific merit, which will take into account (i) the validity of the rationale and/or proposed methodology, (ii) the validity of the expected outcomes, (iii) the validity of the proposed timelines, and (iv) the feasibility of completing the proposed research within a maximum term of twelve (12) months from the date of the first payment agreed in the Contract, in case the Participant(s) become selected as Awardees;
- (b) Innovation of the Research Project design, methodology and objectives;
- (c) Clinical/medical impact, which will take into account (i) the contribution of the Research Project results to clinical and scientific understanding, and (ii) the relevance of the Research Project to the Alpha-1-Antitrypsin disorders community, and
- (d) Mentor and research environment, which will take into account (i) mentor's research focus, clinical/scientific expertise and experience, (ii) qualification of the Participant, and (iii) expertise in the academic research environment.

5. PRIZE

Two (2) selected Research Projects will be awarded with an amount of Euros 50,000 (the "Prize"). The payment of the Prize will only be transferred from Grifols to the Awardees' Institution with the following payment schedule and subject, if applicable, to holding a certificate of residence for non-Spanish residents:

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

Twenty-five thousand Euros (€25,000) (gross amount) within sixty (60) days of receipt by Grifols of the Final Report, together with the corresponding invoice issued by the Institution.

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

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

6. CONFIDENTIAL INFORMATION

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

The obligations of this Clause 6 shall be valid during a term of five (5) years after the delivery of the Confidential Information.

7. REPRESENTATIONS AND WARRANTIES. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Participant(s) represent and warrant that (a) they are the scientists or clinician responsible for the submitted Research Project, (b) any submitted documents and/or information provided are accurate and updated, (c) the Research Project is an original creation, (d) they have obtained all necessary approvals from the Institution to participate in the ALTA Awards and their participation do not violate any duty owed to the Institution or any other third party, (e) if applicable, they will obtain the informed consent of the patients in accordance with applicable law, (f) the Research Project complies with all applicable health regulations, and (g) their participation in the ALTA Awards and the exercise by Grifols of the rights licensed herein do not infringe any 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. By participating in the ALTA Awards, Grifols is granted a worldwide, non-exclusive, non-transferable (except to Grifols' group companies) royalty free license to use any and all results derived, directly or indirectly, from the Research Project for Grifols' internal research and development purposes and for the maximum time period legally acknowledged. The Awardees shall present any information, data and/or results derived from the Research Project only with the prior written consent of Grifols, which consent shall not be unreasonably withheld.

For the avoidance of any doubt, the Institution shall fully keep the ownership or control over all documents, materials and information (whether or not protected by intellectual and industrial property rights) submitted to participate in the ALTA Awards.

8. DATA PROTECTION

Any personal data provided by the Participants will be processed in accordance with the Privacy Notice.

9. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by Spanish law.

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

10. GENERAL

Participation in the ALTA Awards implies full and complete acceptance of these T&Cs by each Participant(s). Any statement to the contrary such as not agreeing to the T&Cs, will result in the exclusion of the Participant(s) and, as a result, Grifols will be released from fulfilling any obligations with respect to said Participant(s).

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

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

Grifols reserves the right to disqualify any Participant(s) who infringes any of the provisions regulated in these T&Cs and/or any applicable regulation.

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

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