MMV 14/6008/[
]

[Date]

[Name of winning institution X]
[Address]

Dear [Name]

Malaria Box Challenge Grants

We are pleased to inform you that the Malaria Box Challenge Grant proposal that you submitted on [date] has been successful, and that [your institution] has therefore been selected to be the recipient of one of MMV’s Malaria Box Challenge Grants.

MMV will therefore make available to you a sum of USD 100,000 (the “Grant”) in order to pursue research in respect of [name] (the “Project”), subject to the following conditions:

1. Purpose and use of Grant

[X] hereby agrees and acknowledges that the purpose of the Challenge Grant initiative is to foster innovative early stage research in the domain of tropical diseases including prevention and treatment (the “Purpose”).

[X] agrees to use the Grant exclusively in accordance with this Purpose.

The Grant is awarded to [X] nominally, and cannot be transferred by [X] to a third party without MMV’s consent.

2. Method of payment

Within 7 days of the date of this letter, [X] shall submit to MMV an invoice for the sum of USD 100,000.

Such invoice shall be sent, by 7 days from the date of this letter, via email, to Gregory Bonnau, Senior Finance Manager (bonnau@gmmv.org) and Andrea Buscaglia, CFO (buscagliaa@gmmv.org) for the transfer of fees. [X] shall indicate the reference number 14/6008/[ ] on the invoice.

3. Reporting
[X] is expected to report to MMV on the progress of the Project at the end of the Project term (1 year).

Within 30 days of the Grant having been expended in full by [X], or by 31 Dec 2015, whichever is the earliest, [X] undertakes to provide to MMV a full written report setting out the data, results, findings, reports or other works in the field of discovery of malaria and/or other neglected tropical diseases which may be made, authored or conceived by [X] as a result of the Project (the “Data”).

4. Data publication

MMV requires [X] to publish and/or submit into the public domain any Data resulting from research funded by the Grant, within one (1) year of such Data being produced or collected.

In any presentation, submission or publication of the Data by [X], MMV’s funding of the Project through the Challenge Grant shall be acknowledged.

5. Use of Name

[X] shall not use MMV’s name in publicity, advertising or disseminated information without the prior written approval of MMV.

6. Representations and warranties

[X] represents that it shall conduct all research on the Project funded by the Grant in compliance with generally-accepted professional scientific standards and practices, and according to all applicable federal, state, and local laws, regulations and guidelines including, but not limited to, all safety and environmental standards and requirements.

Each Party warrants and represents that the terms of this Letter of Agreement are valid and binding obligations upon them and are not inconsistent with any other contractual and/or legal obligations they may have, or each Party’s policies or the policies of a company with which they are associated.

7. Limitation of Liability

MMV cannot under any circumstances be held liable for damage, loss or any injury sustained by [X], its staff or its property arising out of or in connection with the Project.

8. Indemnification

[X] agrees to indemnify and hold harmless MMV from and against any and all liability, losses, claims of injury or damages, and expenses (including reasonable attorneys'
fees), arising out of (a) any failure by [X] to adhere strictly to the generally-accepted professional scientific standards and practices, and/or applicable laws and regulations, and/or (b) any willful or negligent act or omission in the performance of [X]'s obligations under this Letter of Agreement, and/or (c) any other noncompliance or breach of this Letter of Agreement.

9. Term

These Terms and Conditions shall remain in force until 30 December 2015. Clauses 3, 4, 5, 6, 7, 8, and 10 shall survive the expiration of this Letter of Agreement.

10. Governing law and jurisdiction

This Letter of Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of laws principles. The courts of Switzerland shall have jurisdiction.

By having this Letter of Agreement signed by their authorized representatives, [X] and MMV indicate their agreement to the foregoing,

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