

Proposal

ERC Proof of Concept

[REDACTED]

[REDACTED]
June 13th 2019

Quote number: 2019-63

Valid until: June 27th 2019

Utrecht, June 13th 2019

Dear [REDACTED]

To follow up on our recent conversation, I hereby present you our offer with regards to the development and submission of a proposal for the ERC Proof of Concept Grant, with a deadline on **September 19th 2019**, 17:00 (Brussels time).

Background

The ERC Proof of Concept Grant is a grant that allows ERC laureates to investigate the commercial opportunities of their scientific innovations. It provides the funding for the earliest stage of an innovation, where a potentially commercial or socially valuable concept needs verification through testing or prototypes, and via the identification of a potentially appropriate market. In addition, it needs to cover the creation of protectable intellectual property rights in terms of patents or other forms of protection to secure its commercial value.

Because of the difficulty of attracting investors due to the premature stage of these projects (mainly pre-development/preclinical stage), many excellent useful ideas that open-up interesting opportunities for exploitation get lost in the period of transition. The ERC PoC grant is designed to fill up this innovation gap.

The ERC funds excellent research at the frontier of knowledge. This frontier research in emerging areas can often cover elements of both basic and applied research. ERC funded ideas are therefore expected to lead to social and commercial innovations which, when successfully applied, could generate enormous economic and societal benefits for Europe. By covering the funding gap, ERC aims to capture the maximum value from the frontier research that it funds.

ERC laureates can apply for €150.000 for an 18 months study of the technological and commercial feasibility of inventions resulting from their ERC project.

About Bee Granted

Bee Granted is a boutique consultancy firm specialized in project financing and development of concepts and business strategies for innovative technologies. Our core conviction is that the world tomorrow can significantly be improved by science and technology today. That can only be achieved through efficient transfer of technology from the lab, to the hands of the end-user.

Bee Granted adds value to projects through a unique blend of scientific and business skills, which offers the highest chances for winning projects. We understand product development and have a significant track record in the commercialization of technological innovations.

To date, we supported a wide range of subsidy types, with significantly above-average success rates. For our track record in other subsidies, please check <https://www.beegranted.eu/track-record>.

About your consultant

██████████, principal consultant. He graduated with an MSc in Molecular Medicine from Erasmus University, for which he received an award from the Royal Dutch Academy of Sciences (KNAW). After, he studied how Embryonic Stem Cell pluripotency is maintained. In doing so, ██████ identified a novel pluripotent stem cell type. He then decided to change scenery and get hands-on experience in science based business at one of the largest venture capital funds in the Netherlands, where

he was involved in the due diligence of over 50 companies, gaining valuable insight into fundraising. In 2016 he entered the consultancy world and has since then focused on non-dilutive funding, mostly through Horizon 2020. He successfully raised more than €20 million in funding (e.g. 16/17 ERC PoC projects, 3/5 ITNs, 5/6 Eurostars, 3/3 KWF Infrastructure, 1/1 NWO Infrastructure, 2/2 IMIs, among others). Although trained in stem cell biology, he submitted successful projects in machine learning, programming languages, AI, robotics, physics, chemistry and life science (biotech and medical devices). Now, at Bee Granted, [REDACTED] is translating his experience in technology transfer mostly through ERC PoCs and assisting such projects with strategic advice and project development.

Approach

Bee Granted will support the complete application process. This entails writing capacity and experience, a clear and concise presentation of the project proposal and the organization of the entire application procedure. This would offer you the time to focus on the scientific content of the proposal, while maximizing success chances by creating an optimal fit of science and commercial elements within the scope of the topic. The service we propose includes:

- coordinating the development and the writing of the project proposal;
- writing the basis of all texts (excluding the scientific descriptions of the concept and validation/technical work to be done within the project; these will be delivered by you and optimized by us);
- coordinate letters of support;
- perform preliminary market research to strengthen the application;
- sending out consecutive proposal draft versions for feedback;
- processing the feedback and optimizing texts;
- reviewing the work plan and ensuring that project objectives are formulated in a SMART way;

- reviewing the proposal against the official submission and review criteria;
- supporting submission of the proposal (if needed);
- supporting the grant agreement phase, e.g. by preparing the 'Description of the Action' document.

In addition, if the project is successful, we can act as consultants for the commercial part of the project (subcontracting covered by the ERC PoC project). Depending on the project goals (setting up a company vs licensing the technology vs obtaining funds for the research group), these activities can be focused on market research and/or business strategy (details below, to be defined in the next stage), and will crystallize in the feasibility report that will need to be submitted as sole deliverable to the project.

- market research (define opportunity, identify unmet needs, identify key success criteria, competitive landscaping, consult key opinion leaders, find strategic partners);
- business strategy (define business model, route to market, regulatory strategy, product development, corporate mission and vision, strategic partners, unique selling points).

Expected time frame / indicative planning*

- | | |
|---|---|
| June 2019, as soon as the quote is signed – August 2019 | <ul style="list-style-type: none">➤ Kick-off and develop plan for proposal application;➤ Develop consecutive versions of the proposal;➤ Prepare administrative documentation;➤ Letter from the Host Institute;➤ Letter of support from industry / relevant organisations; |
| August 2019 – September 2019 | <ul style="list-style-type: none">➤ Prefinal version of the proposal;➤ Finalise proposal |
| September 19 th 2019 (deadline) | <ul style="list-style-type: none">➤ Final submission of the proposal |

* if needed, a detailed planning will be developed after this quote has been approved.

Price

Below are the three fee structures that you can choose from. Indicated fees are excluding VAT.

Structure A:

- Upfront fee-for-service: **€4.000** (to be invoiced after the project is submitted).
- When and if the proposal gets selected for funding:
 - Success fee: **none**.

Structure B:

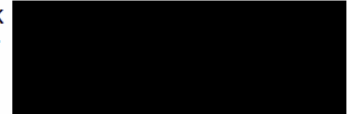
- Upfront fee-for-service: **€2.000** (to be invoiced after the project is submitted).
- When and if the proposal gets selected for funding (either directly or after having been placed on the reserve's list and funded at the end of the year):
 - Success fee: **€4.000**.

Structure C:

- Upfront fee-for-service: **none**.
- When and if the proposal gets selected for funding (either directly or after having been placed on the reserve's list and funded at the end of the year):
 - Success fee: **€7.500**.

Optionally, we can be part of the ERC PoC project as a subcontractor, to develop the required market research and business planning activities at a value of €15.000. These activities are reimbursed by ERC.

The success fee will only be charged if the project is approved, after it starts. Invoices will be sent to the coordinator.



Subsidy conditions

Several subsidy conditions apply to this quote:

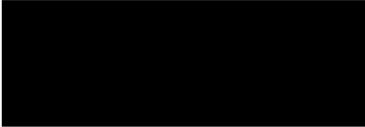
- This quote is valid until June 27th 2019. No rights can be derived from this quote by the client. Until this date, the capacity is guaranteed. After this date, we have to re-assess the capacity.
- If the project coordinator withdraws from the application procedure for any reason before submission or start of the project, Bee Administration will charge the hours that are invested at €200 per hour, to a maximum of €10.000. An overview of the hours will then be provided.
- Bee Administration cannot be held responsible in case a subsidy is not granted.
- In case a subsidy is not granted, Bee Administration has a first right of refusal for resubmission of a similar project proposal for funding in the same or another call under the same conditions as apply here.
- If you choose to resubmit the same or a similar funding application as developed in collaboration with Bee Administration, we maintain the right to charge the success fee as specified in this quote in case of approval of the funding application.
- In preparation of the proposal, there are several milestones that need to be achieved in a timely fashion (including delivery of crucial input such as project budget, proof-of-concept data and work plans by the coordinator). A selection of such milestones is listed in the planning. If milestones are repeatedly missed by the coordinator, Bee Administration has the right to stop all activities and terminate this contract. In such case, Bee Administration will charge the hours that are invested at €200 per hour, with a maximum of €10.000.
- Any invoice sent by Bee Administration to the coordinator by e-mail requires payment within 30 days. Otherwise, Bee Administration has the right to charge interest over the amount due and any other costs required to achieve payment of the invoice.

Bank
BT



- The success fee will be charged once the grant agreement has been signed by you and the EC and the project starts. In case the term of payment of the success fee is not met, Bee Administration will additionally charge legal interest (8%) over the amount of the success fee.
- The conditions as outlined in this quote prevail over any general conditions as applicable to the client.

Bank
BT



Signature page

If you agree with this proposal, please send me a signed copy via email. Work will start as soon as the signed offer is received.

With kind regards,



Fee structure preferred:

- Structure A
- Structure B
- Structure C

Please sign below for approval of this quote and for taking notice of the general conditions:

Client name:

Organisation:

Date:

Location:

Signature:

Bank
BT



Scheduled invoices*

Invoice	Date	Amount
Invoice 1	September 20 th 2019	100% of upfront
Invoice 2	After the project starts	Success fee (€4.000 / €7.500)

* excluding VAT; if fee structure C is selected, only invoice 2 applies, at a value of €7.500.

Invoice details (please complete; invoices will be sent by e-mail only):

Organisation name:

Department:

Address:

Zipcode / city:

Country:

Invoice e-mail address:

Your VAT ID:

Reverse-charging VAT: yes / no

Your reference number (e.g. PO number):

**GENERAL TERMS & CONDITIONS BEE ADMINISTRATION
KVK 72163585**

1. APPLICABILITY

1.1 These General Terms & Conditions are applicable to all Engagements.

1.2 We shall perform the Engagement with due observance of the applicable (inter)national laws and regulations, including the applicable professional rules and regulations. We shall not, at any time, be required to commit any act or omission that is in contravention of, or incompatible with, the aforementioned laws and regulations.

2. INCEPTION OF THE ENGAGEMENT

2.1 The Engagement shall take effect as soon as we have received the written agreement regarding the Engagement duly signed by you, except in case article 2.2 below applies.

2.2 If and insofar as we have not received the signed Engagement, the Engagement shall be deemed to have been formed under these General Terms & Conditions as soon as we have started with the Engagement at your request, be it orally or in writing (e.g. by electronic mail).

3. YOUR OBLIGATIONS

3.1 You shall provide us with any information and documents that we require for the proper and timely execution of the Engagement, and to do so on time and in the form and manner that we require.

3.2 In that respect, you shall inform us without delay of your company's or group's legal and control structure, or any changes therein, as well as of all other financial and other alliances concerning your company or organisation, all in the broadest sense of the word, and of other facts and circumstances that may be relevant to the execution of the Engagement, to enable us to meet all applicable compulsory independence rules.

3.3 You alone shall bear responsibility for determining the scope of the Engagement and for taking decisions (partially) based on, or in connection with, our work including fulfilling management decisions.

3.4 You shall guarantee the accuracy, completeness and reliability of the information and documentation provided to us, also if they originate with, or have been acquired from, third parties.

3.5 Any additional costs and damage caused by the delay in the execution of the Engagement resulting from failure to make the requested information, documents, facilities and/or staff available, or failure to do so on time or in the proper form, shall be for your account and risk.

4. EXECUTION OF THE ENGAGEMENT

4.1 We shall carry out all work to the best of our knowledge and ability, and in accordance with professional standards. We shall be bound by a best-efforts obligation in relation to the intended work.

4.2 We shall only carry and charge you for any additional work if you have given your prior consent or if we are required to perform such additional work by virtue of the applicable (inter)national laws and regulations, including professional rules and regulations that apply to the Engagement.

4.3 Information provided to us by you shall be returned to you, at your request, after completion of the Engagement. We shall keep our own (electronic) working papers (files) in relation to the Engagement, containing copies of relevant documents, which remain our property. During the execution of the Engagement, we shall not be deemed to have access to information originating from other Engagements performed for you or current Engagements for you.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 Unless (i) we are required under any provision from the applicable (inter)national law and regulations, including professional rules and regulations, to disclose information, or (ii) us representing ourselves in disciplinary, civil, administrative or criminal proceedings in which this information might be of importance, we shall neither disclose confidential information and personal data nor provide such information to third parties.

5.2 If you agree, within the scope of: (i) an Engagement commissioned by you to us, and (ii) internal business purpose, that we shall process confidential information and personal data concerning you and/or persons (formerly) working for, or affiliated with, you, your clients or third parties, including sharing this information with:

(a) if required, parties involved in the execution of the Engagement (only after your approval); and

(b) our insurers, or legal or financial advisors.

5.3 We shall take appropriate measures in order to protect confidential information and personal data.

5.4 We shall process personal data in accordance with the applicable (inter)national laws and regulations, including professional rules and regulations, in the field of protection of personal data.

5.5 Except where any (inter)national laws or regulations, including professional rules and regulations, require you to disclose information, or we have given our prior written consent to do so, you shall not disclose, or provide to third parties, any information concerning the engagement, the content of reports, opinions or any other written or oral statements issued by us.

5.6 The parties will impose their obligations to third parties engaged by them in accordance to this article.

5.7 We have the right to mention your name and sketch a broad outline of work performed to my (potential) clients as an indication of our experience, unless on your written instructions this is not considered desirable, or unless otherwise is agreed in the Engagement.

6. INTELLECTUAL PROPERTY

6.1 We reserve all intellectual property rights in relation to products of the intellect that we use or have used and/or develop or have developed within the framework of the execution of the Engagement, in respect of which we hold or can exercise copyrights or other intellectual property rights.

6.2 You are explicitly prohibited from reproducing, publishing or using for commercial purposes, whether alone or involving third parties, those products, including computer programs, systems designs, working methods, opinions, contracts and model contracts, brands and logos and our other products of the intellect,

all in the broadest sense of the word. These products may not be reproduced and/or published and/or used for commercial purposes unless we have given our prior written consent to do so. You have the right to reproduce the written documents for your own internal use in so far this is in line with the purpose of the Engagement. This provision apply mutatis mutandis if the Engagement is terminated early.

7. FEE

7.1 The fee is exclusive of out-of-pocket expenses.

7.2 All fees are exclusive of turnover tax and other government levies, if any, to which we are subject and which shall be recharged to you.

8. PAYMENT

8.1 Payment of the fee, without any deduction, discount or debt settlement, is due within 30 days of the invoice date. Payments, denominated in the currency indicated in the invoice, shall be remitted to a bank account designated by Bee Administration. Objections to any amounts charged shall not suspend your obligations to pay.

8.2 All judicial and extrajudicial (collection) costs that we incur in connection with your failure to comply with your (payment) obligations are for your account.

8.3 In the event of a jointly commissioned Engagement, all clients are jointly and severally liable for payment of the full fee charged where the work was performed for the clients jointly.

9. COMPLAINTS

9.1 We must be notified in writing of complaints relating to the work carried out and/or the invoice amount within 45 days of the date of dispatch of documents and information in respect of which you are filing a complaint, or within 45 days of the discovery of the defect, error or shortcoming, if you prove that you could have not reasonably discovered that defect, error or shortcoming earlier.

9.2 Complaints as referred to in the first paragraph shall not suspend your obligation to pay. Under no circumstance shall you be entitled, by virtue of a complaint in respect of a certain service, to defer or refuse payment for other services provided by us to which the complaint does not relate.

9.3 If you filed a legitimate and timely complaint, you shall have the choice between me adjusting the fee charged, having the rejected work rectified or redone free of charge, or terminating the Engagement (or remaining work) in exchange for a refund proportionate to the fee already paid by you.

10. DELIVERY PERIOD

10.1 If you are required to make an advanced payment or to make information and/or materials available that is/are required to execute the Engagement, the term for completing the work will not take effect until we have received the payment in full or until all information and/or materials have been made available to me respectively.

10.2 The due dates for completion of the work shall be regarded as strict deadlines only where this has been agreed in writing in advance.

10.3 Unless execution of the Engagement on account of us failing to meet a deadline, unless we do not perform in the Engagement, either partially or in full, within a reasonable period of which we have been notified in writing after expiry of the agreed delivery period.

11. EARLY TERMINATION OF THE ENGAGEMENT

11.1 Either party has the right to terminate the Engagement in writing at any time, with due observance of a reasonable notice period. If the Engagement terminates prior to its completion, you are obliged to pay the fee for any work that was performed for you.

11.2 Either party is entitled to terminate the Engagement, either partially or in full, in writing with immediate effect, without notice of default or judicial intervention being required, if the other party has been granted a (provisional or definitive) moratorium, has been declared insolvent or bankrupt, or its business is/shall be wound up or discontinued.

11.3 If you should decide to terminate the Engagement early, we are entitled to compensation for the costs that we reasonably had to incur as a result of the early termination of Engagement, unless the termination was motivated by facts and circumstances that can be attributed to us. If we should terminate the Engagement early, you are entitled to our assistance in transferring work to third parties, unless the termination was motivated by facts and circumstances that can be attributed to you.

12. LIABILITY

12.1 We shall carry out our work to the best of our ability, while exercising the due care that may be expected of us. If an error is made as a result of you providing incorrect or incomplete information, we are not liable for any resulting damage. Our total liability towards you for any errors that would have been prevented had we exercised due care, is limited to once the amount of fee paid by you and/or owed by you for the specific work performed under the Engagement from which the error resulted (excluding the success fees). If the Engagement has a term of more than 12 months, the total liability within the scope of the Engagement shall be limited to once the amount of fee paid by you and/or owed by you for the first 12 months for the specific work performed under the Engagement from which the error resulted. The limitation of liability does not apply if it is related to an intentional act or wilful recklessness on our part and/or unless any mandatory (inter)national law or regulation, including professional rules and regulations, dictates otherwise.

12.2 If the Engagement is carried out for more than one (legal) entity/person the limitation of liability with respect to the Engagement shall apply to all these (legal) entities/persons jointly. In the event of liability, it is up to this group of legal entities/persons to share the maximum amount of damages among themselves.

12.3 You shall indemnify us and hold us harmless against third-party claims for any damage incurred as a result of you providing incorrect or incomplete information to us, unless you demonstrate that the damage does not relate to imputable acts of omissions on your part, or was caused by an intentional act or wilful recklessness on my part, and unless any mandatory (inter) national law or regulation dictates otherwise.



12.4 We cannot be held liable for any consequential, indirect or punitive damage and/or loss of profit.

13. CONTRACT TAKEOVER INDEMNIFICATION

13.1 Unless we have given my express written consent, you shall not be permitted to assign this Engagement or any obligation laid down in it to third parties. We shall be entitled to attach conditions to our consent, which shall not be withheld on unreasonable grounds. You undertake in any case to impose all relevant payment and other obligations laid down in the Engagement and these General Terms & Conditions on the third party. You shall, in addition to the third party, continue to be jointly and severally liable for the obligations laid down in the Engagement and the General Terms & Conditions.

13.2 You shall indemnify us and hold us harmless against any third-party claims arising from your non-performance or incorrect performance of any obligation laid down in the Engagement and/or these General Terms & Conditions, unless any mandatory (inter) national law or regulations, including professional rules and regulations, dictates otherwise.

14. USE OF THE INTERNET

The parties may communicate with each other via electronic mail. The parties recognise the risks associated with the use of electronic mail, including but not limited to, distortion, delays, interception, manipulation and viruses. The parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between us and – irrespective of the form – third parties, including but not limited to the Dutch tax authorities. The parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a party should be in doubt as to the content of an email message received, the content of the message originating with the sender shall be decisive.

15. TERMS OF FORFEITURE

Except where otherwise provided in the Engagement, your rights of claim and other powers of whatever nature with respect to me shall lapse in any event after six months from the damage for which we are held liable manifesting itself, and in any event after one year from the event causing the damage occurring.

16. WAIVER OF RIGHTS

Our rights or powers under the Engagement shall not be affected or limited by our failure to directly enforce any rights or powers. Any right or power laid down in, or ensuing from, any provision or condition in relation to this Engagement shall be waived in writing only.

17. CONVERSION

If and to the extent that any of the provisions of the Engagement cannot be invoked in all reasonableness and fairness or by virtue of their unreasonably onerous nature, the provision in question shall in any event be accorded a meaning corresponding as closely as possible to its original purport and tenor so that this provision can nevertheless be invoked.

18. CONTINUED EFFECT

The provisions of the Engagement, which are intended, either expressly or tacitly, to remain in effect even after termination of this Engagement, shall have continued effect after the Engagement has been terminated and shall continue to bind the parties.

19. CONTRADICTORY CLAUSES / PRECEDENCE

If these General Terms & Conditions and the written Engagement should contain conflicting conditions, the conditions of the written Engagement shall prevail. Changes to these General Terms & Conditions can only be agreed upon in the written agreement in which we undertake to carry out work for you.

20. APPLICABLE LAW AND JURISDICTION

20.1 All Engagements contracted between the parties and their negotiations shall be governed by the laws of the Netherlands.

20.2 Any disputes between the parties relating to Engagements contracted between them shall in the first instance be referred to the competent Court in Amsterdam, the Netherlands.

21. DEFINITIONS

The following definitions shall apply to these General Terms & Conditions:

21.1 *You, your or the client* the party for whom the Engagement is performed.

21.2 *I, me, mine, we, us* the legal entities listed hereinafter, to whom the contract is awarded: Bee Administration.

21.3 *Engagement* the oral or written agreement in which I undertake to carry out work for you.