

Fondation Botnar

Funding Principles & Conditions

Purpose of this document

Fondation Botnar is a Swiss-based foundation which champions the use of AI and digital technology to improve the health and wellbeing of children and young people in growing urban environments. To achieve this, we support research, catalyse diverse partners, and invest in emerging technologies and scalable solutions globally.

Fondation Botnar does not make donations but provides Grant Funds to support projects which meet the Foundation's purpose. We have an obligation to ensure that the new and/or innovative solutions/technologies which are supported by Fondation Botnar are used in coherence with the Foundation's purpose.

For future projects, we want to ensure that prospective Grant Recipients are aware of, and in a position to commit to, the following principles (below) and conditions as part of the contracting process (Grant Agreement). Please see a list of selected details and definitions pertaining to our Fondation Botnar Grant Agreement on Page 3.

Fondation Botnar Funding Principles & Conditions

Enabling Global Access

- The Foundation expects that (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the solutions/technologies developed with the support of the Foundation will be made available and accessible free of costs or – if required for sustainability – at an affordable price to people most in need within low- and middle-income countries (Global Access).
- Project Partners need to be committed and take necessary measures to enable Global Access. This includes also that access to Background Technology, which is relevant for the project, must be provided either free of charge or under most-favoured terms and conditions.

Project implementation

- Fondation Botnar is not an implementer itself. We support projects implemented by other organisations via grants. If necessary, we facilitate, catalyse or convene collaborative partnerships among a variety of stakeholders. The ultimate responsibility for the projects supported lies with the Grant Recipient organisation.
- There is generally only one recipient organisation per grant. Other organisations involved in the project can be sub-contracted by the recipient organisation.
- Fondation Botnar is committed to high ethical standards. Organisations supported by the Foundation (both Grant Recipient and Sub-partners) are expected to comply with the Foundation's guidelines (www.fondationbotnar.org/documents), including but not limited to the Code of Conduct and the Child Protection Guidelines.
- Fondation Botnar is required to ensure that Grant Funds are used exclusively for the funded project and in line with the agreed budget. Grant Funds received from Fondation

Botnar may not be used retroactively to cover expenses incurred prior to the start of the funded project. The technical progress of the project incl. spent budget is expected to be reported on regularly by Grant Recipients. Grant Recipients are expected to conduct their own annual financial audits. The Foundation may decide to conduct its own onsite visits, evaluations, and audits.

- The Foundation is a provider of financial and non-monetary support for projects but cannot assume any liability. In case there is a claim directed against the Foundation resulting from any activity under the project the Foundation expects the Grant Recipient and, if applicable, the Sub-partners to indemnify the Foundation.

The terms of the Grant Agreement are required to enable the purpose of the Foundation. We believe these to be balanced, in line with terms used by other foundations, and have been widely accepted. The Foundation will not endorse negotiations other than for exceptional reasons, i.e. to align for mandatory legislations or binding regulations of governmental or public organizations.

Grant Agreement Definitions and Details (selection)

Applicable law and place of jurisdiction: Grant agreements between Fondation Botnar and its Grant Recipients are governed by and construed in accordance with Swiss law. The exclusive place of jurisdiction for all legal proceedings in connection with the grant agreements is Basel/Canton of Basel-Stadt.

Background Technology: This is any product, service, process, technology, material, software, data, other innovation, and intellectual property created prior to or outside of the funded project itself but which is used as an essential part of the funded project.

Compliance with the Foundation's Guidelines: Fondation Botnar's Grant Recipients should have written guidelines and procedures in place which reflect at least the standard of the Foundation's guidelines available under www.fondationbotnar.org/documents, including but not limited to the Code of Conduct and the Child Protection Guidelines. The Grant Recipient shall ensure that the guidelines are known to all applicable persons involved in the funded project (incl. employees of Sub-partners) and such persons are properly bound by said guidelines.

Conflict of Interest: The Grant Recipient should not act against the Foundation's interests when carrying out the funded project. No other agreements should be entered in parallel if such agreements constitute a conflict with the grant agreement signed with Fondation Botnar.

Evaluation, Monitoring Visits and Audit: The Foundation may request an evaluation of the funded project. For grants exceeding a funding volume of CHF 1 Mio., such evaluations are systematically foreseen by the Foundation. The costs of the external part of the such evaluations will be covered by the Foundation. The findings of these evaluations will be shared with the Grant Recipient. In addition, the Foundation may conduct onsite monitoring visits or audits. Any onsite visit or audit shall be conducted at the Foundation's expense and following prior written notice.

Global Access: The Foundation expects that

- (a) the knowledge and information gained from the funded project will be promptly and broadly disseminated (if possible under the rules of "open access"); and
- (b) the Funded Developments will be made available and accessible free of costs or – if required for sustainability - at an affordable price to people most in need within low- and middle-income countries.

The Grant Recipient and all relevant partners agree to conduct and manage the project and Funded Developments in a manner that ensures and enables Global Access. These

Global Access commitments will extend beyond the end of the period during which funding is received from Fondation Botnar.

Global Access Strategy: The Grant Recipient is expected to develop and implement in a timely manner a Global Access Strategy in order to enable Global Access and the utilisation of the Funded Developments beyond the end of Fondation Botnar's financial support. Such a strategy should include the identification of new partners (if needed), a funding strategy, and an implementation plan.

Grant Funds: The financial contribution provided by the Foundation to the Recipient under this Agreement.

Grant Recipient: The organisation with which the Foundation enters into a grant agreement. Fondation Botnar only works with one recipient organisation for each grant.

Funded Developments: These are the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the funded project (including modifications, improvements, and further developments to the Background Technology used).

It is Fondation Botnar's objective to ensure utilization of these Funded Developments and enable their sustainability beyond the funding period.

Indemnification: The Grant Recipient is expected to indemnify, defend, and hold harmless the Foundation, its trustees, employees, and agents from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the acts or omissions, actual or alleged, of the Grant Recipient or its employees, sub-partners/-contractors, contingent workers, agents, and affiliates with respect to the funded project.

These indemnification obligations are limited to the extent permitted or precluded under the applicable laws.

Insurance Requirement: The Grant Recipient needs to have sufficient insurance coverage including general liability and other coverage, as applicable (such as clinical trial insurance, product liability, medical malpractice, workers compensation, or otherwise) to address the risks, activities and/or omissions applicable to the funded project.

Internal or Third-Party Audit: Fondation Botnar's Grant Recipients are asked to provide their annual financial statements during the grant period, including the corresponding audit reports by an independent external auditor.

The audited financial information should also provide assurance on the usage of Grant Funds received. If not already covered by the Grant Recipient's regular auditing practice, funding for grant-specific audit activities should be included in the budget of the funding application presented to Fondation Botnar.

IP-Related Duties: The Grant Recipient has to ensure – and will have Sub-partners ensure – freedom-to-operate and/or access to Background Technology as required for the funded project and the utilization of the Funded Developments for Global Access. The protection of intellectual property rights related to the Funded Developments as necessary to enable sustainability and their utilization for Global Access.

Legal Compliance: The Grant Recipient is supposed to conduct, control, manage, and monitor the funded project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards. All necessary approvals, consents, and reviews need to be obtained before conducting the applicable activity. As a part of the regular progress and final reporting to the Foundation, the Grant Recipient has to confirm whether the project activities were conducted in compliance with all relevant requirements.

Liability for Delegation: The Grant Recipient – to the extent permitted under the law – assumes all responsibility and liability for all acts and omissions of any third party or person acting for or on behalf of the Grant Recipient in the context of the funded project.

No Liability of the Foundation: The Foundation shall not be liable for any loss or damages arising in any way out of or in connection with the funded project or its execution.

Project Partner: The Grant Recipient and each Sub-partner.

Provision of Background Technology: The Grant Recipient and all relevant partners agree to provide access to all Background Technology relevant for the funded project free of charge. Non-exclusive rights under such Background Technology should at least be reserved for a potential utilization of the Funded Developments. The corresponding licenses shall be granted under most-favoured terms and conditions.

Record Keeping: Complete and accurate accounting records related to the grant and copies of any reports submitted to the Foundation are to be kept for 4 years after the

end of the supported period. Upon request, these records and reports should be made available to allow the Foundation to monitor and evaluate how Grant Funds have been used.

Reporting: Grant Recipients report at least once a year as well as after completion of the funded project to Fondation Botnar. Such reports consist of programmatic as well as financial information. Additional reporting requirements (e.g. milestone reports, intellectual property reports) might be agreed.

Sub-partner: Any entity – irrespective whether said entity is receiving funding from the grant or not – contracted by the Recipient to provide Background Technology, technical services or non-commodity hardware or software which are *substantive* for the achievement of the objectives and deliverables of the funded project or the implementation of the Global Access Strategy and utilization of the Funded Developments.

This does not include entities providing generic and/or easily replaceable contributions such as regular office soft-/hardware, communication support or publication and printing services.

Sub-partner Agreement: An agreement between the Grant Recipient and a Sub-partner related to the funded project. Such agreements are to be developed by the Grant Recipient and expected to ensure that not only the Grant Recipient itself, but also all partners providing *substantive* input adhere to Fondation Botnar's funding requirements, including e.g. compliance with its Code of Conduct or enabling Global Access.

Termination: Under certain conditions, e.g. breach of material obligations or failure to meet important project milestones, the Foundation may suspend or discontinue its support and/or terminate the grant agreement.

In exceptional circumstances, such as the misuse of funds or the breach of compliance & ethical principles agreed, this may also require repayment of all, or part of the funds already received.