



**COOPERATION AGREEMENT BETWEEN THE UNIVERSITAT DE VALÈNCIA AND
BIOCODEX, TO DELIVER THE COURSE “MICROCREDENCIAL UNIVERSITARIA
EN SÍNDROME DE DRAVET”, 1ST EDITION.**

PARTIES TO THE AGREEMENT

Ms María Vicenta Mestre Escrivá, rector of the Universitat de València-Estudi General – with registered office in Valencia, Avinguda Blasco Ibáñez, 13 (46010) and tax identification number Q-4618001-D – acting for and on behalf of said university by virtue of Article 94 of the Statutes of the Universitat de València, which were approved by Decree 128/2004, of 30 July, of the Valencian Government (Official Journal of the Government of Valencia No 2004/8213) and amended by Decree 45/2013, of 28 March, of the Valencian Government (Official Journal of the Government of Valencia No 2013/6994), who is entitled to enter into this agreement by virtue of her appointment by Decree 25/2022, of 11 March, of the Valencian Government (Official Journal of the Government of Valencia No 9297 of 14.03.2022).

Ms Caroline Schreiner, VP of the Orphan Drug Division in Biocodex —a corporation organized and existing under the laws of France, registered with the Registre du Commerce et des Sociétés of Créteil under the registration number 562 064 600, having a registered office located at 7 Avenue Gallieni 94250 Gentilly—, acting for and on behalf of Biocodex and entitled to enter into this agreement by virtue of her appointment as VP Orphan diseases Business Unit.

The parties mutually acknowledge that they have sufficient legal capacity to enter into this Agreement and hereby

DECLARE

1. That the Universitat de València (UV), in use of its university autonomy, has the capacity to offer higher education leading to university-specific qualifications, which are different from those qualifications established as official and valid throughout the country.
2. That the UV-specific qualifications are governed by the Academic Regulations for University-Specific Postgraduate Courses and Lifelong Learning of the Universitat de València, approved by the Governing Council on 9 November 2021 (ACGUV 273/2021).
3. That, in accordance with the aforementioned Regulations, on 31 July 2021 the Universitat de València entrusted the management of the UV-specific postgraduate courses to the ADEIT University-Business Foundation, in its capacity as the Universitat de València's agency or technical service, for the purposes of carrying out the management tasks contemplated therein.



4. That Biocodex is a pharmaceutical company engaged in the business of research, development, manufacturing, distribution, and sale of pharmaceutical products.

5. That the Universitat de València and Biocodex intend to collaborate in the administration of the UV-specific *Microcredencial Universitaria en Síndrome de Dravet, 1ª Edición* of the Universitat de València.

6. That given the general interest of the course and the fact that it is open to the public in general and not restricted to a specific group, this collaboration may take place through a business collaboration agreement as referred to in Article 25 of Law 49/2002, of 23 December, on the Tax Regime for Non-Profit Organisations and Tax Incentives for Patronage. This type of agreement allows companies to collaborate with universities in activities of general interest and obliges universities to publicise this collaboration.

Now therefore, they agree to collaborate in the organisation of this educational action according to the following

CLAUSES

1. AIM

The aim of this Agreement is to provide the framework for collaboration between the parties to deliver the first edition of the UV-specific *Microcredencial Universitaria en Síndrome de Dravet*.

The studies leading to the aforementioned qualification will be taught according to the academic programme attached as Annex I and will have a workload of 6 ECTS credits.

2. LEADERSHIP AND COORDINATION

The Universitat de València, through the director of the course that is the object of this Agreement, will lead and coordinate the preparation and development of the course defined in Clause 1 to this Agreement and, in short, will assume the corresponding functions in accordance with the Universitat de València's Regulations on University-Specific Postgraduate Courses and Lifelong Learning, approved by the Governing Council on 9 November 2021 (ACGUV 273/2021).

3. FUNCTIONS AND OBLIGATIONS OF THE PARTIES

A) UNIVERSITAT DE VALÈNCIA

In addition to the provisions set out in Clause 2, the following are functions of special interest:

1. Safeguard student records.



2. Register and issue the certificate of the UV-specific qualification that is the object of this Agreement. Also, deliver this certificate to the students enrolled in the course who successfully complete the programme and pay the corresponding fee.
3. Follow the procedures for academic quality assurance in such a way that the content of the course meets the highest quality standards.
4. Mention the collaboration from Biocodex both in the UV-specific certificate and in all documents related to the qualification.

B) BIOCODEx

Biocodex shall pay the Universitat de València the sum of one thousand three hundred euros (1,300.00 €) against invoice issued by the UV, as a financial contribution for the delivery of the course leading to the UV-specific qualification that is the object of this Agreement.

This amount is intended to cover the costs specified in **Annex II** ("Economic Report").

The Universitat de València shall use the above-mentioned contribution solely and exclusively for the purposes of organizing the course and the Universitat de València undertakes to use the contribution in accordance with all applicable laws, regulations and country-specific industry codes of conduct. The Universitat de València shall not use the contribution for activities such as entertainment, leisure, or social events or for accompanying persons (such as personal accompanying guests) of the participants.

Should the course be canceled or postponed indefinitely for any reason whatsoever, the Universitat de València agrees to reimburse BIOCODEx as soon as possible for the portion of the contribution not spent by the Universitat de València for the course's execution prior to its cancellation.

4. PUBLICITY

The Universitat de València undertakes to publicise the collaboration from Biocodex in the delivery of the course that is the object of this Agreement and will record this collaboration in the documents to be published in relation to the course.

In addition, the parties may make this collaboration public through their websites.

The logos provided by both the entity Biocodex and by the Universitat de València must be included in all dissemination, communication and promotional material accompanying the activity, both in digital and printed form. Both the entity Biocodex and the Universitat de València



may at any time verify the proper reproduction of their distinctive elements and must therefore approve the way the logos are intended to be reproduced, in good time before any material or communication is disseminated. Biocodex and the Universitat de València reserve the right to withdraw their logos if their use does not comply with their institutional rules.

5. JOINT MONITORING COMMITTEE

A joint monitoring committee has been created to supervise the implementation of what has been agreed herein. This Committee is made up of a representative from the Universitat de València and another from Biocodex. The representatives from each entity are listed in Annex III.

Any questions or conflicts that may arise from the interpretation of and compliance with this Agreement will be dealt with by the Joint Monitoring Committee in the first instance.

6. DURATION

The duration of this Agreement will coincide with the duration of the course that is the object of this Agreement, first edition, with start date February 13th, 2023 and end date March 3rd, 2023.

7. CAUSES FOR TERMINATION

Notwithstanding the preceding clause, this Agreement may be terminated early for any of the following reasons:

- a) Mutual consent of the parties.
- b) At the instigation of one party if the other party is in breach of the agreement and fails to remedy the breach within 15 days of being notified.

In any event, the parties agree to complete any activity already under way at the time of termination of the Agreement.

8. AMENDMENTS

This Agreement may be amended by mutual consent in writing at any time prior to its expiration. Any amendments will be incorporated into this Agreement as an addendum.

9. INTELLECTUAL PROPERTY

Ownership and/or control of the intellectual and industrial property used or generated on this programme will be applied as follows:



- If generated by the student in the final project or by the teaching staff of the Universitat de València, it will be subject to the regulations and legislation applicable at the UV at the time the intellectual and industrial property is generated.
- If generated by a member of the staff of Biocodex, it will be subject to the regulations and legislation applicable to this entity.

10. PERSONAL DATA

Cooperation between the signatories involves the transfer and processing of personal data recorded on physical media. Therefore, the parties undertake to comply with the regulations in force on data protection and to implement the necessary measures in each case to ensure that this protection is real and effective.

The Universitat de València, its foundations and associated entities comply with the LOPD (Spanish Organic Law on Data Protection) and the RGPD (European General Data Protection Regulation). The address lopd@uv.es may be used for information, suggestions, requests for the exercise of rights and the amicable resolution of disputes concerning personal data protection. More information at <https://www.uv.es> > “política de privacidad”.

11. ETHICAL PRACTICE

The parties agree to conduct this Agreement in accordance with the highest standards of ethical conduct. For that, the Universitat de València declares and guarantees that the signing of this Agreement and its subsequent implementation will in no case serve as an instrument or reason to favour or unduly influence Biocodex in the future in any decisions that the Universitat de València and/or its managers may make and that could affect Biocodex. Likewise, Biocodex undertakes not to use the signing of this Agreement as a competitive advantage in future decisions that the Universitat de València and/or its managers may make and that could affect Biocodex.

12. TRANSPARENCY

In accordance with the provisions of Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance, and of Law 1/2022, of 13 April, on Transparency and Good Governance of the Valencian Community, this Agreement may be made available to citizens.

13. LEGAL FRAMEWORK

This cooperation agreement is of an administrative nature and is exempt from the application of Law 9/2017, of 8 November, on Public Sector Contracts, as the object of this Agreement is not included in the contracts regulated therein.



This Agreement does not create a separate legal person and joint action is governed by the following rules:

1. Each party is solely liable for its obligations under this Agreement.
2. Property contributed by one of the parties for the purpose of implementing the agreement does not become common property and therefore its owner shall continue to exercise the right of ownership.

14. DISCREPANCY

The Universitat de València and Biocodex must always act in accordance with the principles of good faith and efficiency.

Any conflicts arising from this Agreement must be settled amicably by the parties via the joint committee.

As proof of conformity with the above, the parties sign two copies of this document in the place and on the date indicated above.

For the Universitat de València

M^a Vicenta
Mestre Escrivá
Rectora / Principal
 VNIVERSITAT
E VALÈNCIA

2022.12.30
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+01'00'

Ms M^a Vicenta Mestre Escrivá

València, 2022

For Biocodex

DocuSigned by:

Ms Car

Gentilly, 12/28/2022
2022



ANNEX I.- Academic Programme

BASES NEUROFISIOLÓGICAS DEL SÍNDROME DE DRAVET: FISIOPATOLOGÍA DE LA ENFERMEDAD Y BASES CLÍNICAS.

1. Introducción a las enfermedades raras. Grupos trabajando en Síndrome de Dravet.
2. Bases celulares de la excitación celular.
3. Sinapsis químicas en el Sistema nervioso central. Neurotransmisores relacionados con el síndrome de Dravet.
4. Bases genéticas y epigenéticas del síndrome de Dravet. Desarrollo de nuevos marcadores diagnósticos.
5. Descripción general de la enfermedad: epidemiología y cuadro clínico.
6. Diagnóstico del Síndrome de Dravet. Diagnóstico diferencial con otras epilepsias relacionadas. Pruebas diagnósticas.
7. Diagnóstico genético del Síndrome de Dravet y epilepsias relacionadas.
8. Retos clínicos a la hora de hacer un diagnóstico de síndrome de Dravet.

TRATAMIENTO DEL SÍNDROME DE DRAVET: NUEVAS TERAPIAS Y ABORDAJE MULTIDISCIPLINAR DEL PACIENTE.

1. Enfoques actuales en el tratamiento del Síndrome de Dravet. Manejo del estatus epilepticus.
2. Datos más recientes sobre la eficacia y seguridad de los fármacos específicos para el Síndrome de Dravet. Nuevas terapias y recursos terapéuticos en desarrollo. Reposicionamiento de fármacos
3. Papel de las organizaciones de pacientes en el desarrollo de nuevos tratamientos.
4. Desafíos clínicos. Evitar los tratamientos inapropiados. Tratamientos de emergencia.
5. Composición del equipo multidisciplinar. Transición pediatría-adulto, manejo de comorbilidades, estimulación precoz, otras terapias
6. Función de los miembros del equipo central y otros profesionales. El papel de la enfermería y la fisioterapia. Psicopedagogía.
7. Impacto del enfoque del equipo multidisciplinar en la calidad de vida y bienestar del paciente y su familia.
8. El papel de las organizaciones de pacientes en el apoyo a las familias.



ANNEX II: Economic Report (as approved by the Board of Trustees)

A. INGRESOS POR MATRÍCULA				
1.APORTACIÓN DE ESTUDIANTES		1.300		
1.1. Nº estudiantes (1)		13	0	0
1.2. Precio público (2)		100	0	0
2.OTROS INGRESOS (2)				
TOTAL INGRESOS (A)				1.300
B.GASTOS				
1.- CANON UNIVERSITARIO (10%) (3)			130	
2.- CANON DE GESTIÓN ADMINISTRATIVA (15%) (4)			195	
3.-GASTOS DE EJECUCIÓN DE LA ACTIVIDAD			195	
3.1. GASTOS DE FUNCIONAMIENTO			195	
Material didáctico (fotocopias, libros, carpetas..)		0		
Vajes y detas		0		
Publicidad y promoción		0		
Pr mas de seguros		0		
Actividades complementarias		0		
(Seminarios, conferencias, viajes de estudio...)		0		
Medios e instalaciones		195		
Otros (máx. 5%) (5)				
3.2. MATERIAL INVENTARIABLE			0	
4.GASTOS DE PERSONAL DOCENTE			780	
Dirección y coordinación (máximo 10%) (6)		130		
4.1. Por profesorado				
Docencia		650		
TOTAL GASTOS				1.300
Superávit/Déficit				0
(1) El número de estudiantes se considerará como el mínimo previsto para realizar la actividad				
(2) Art 22 del Reglamento de Títulos Propios y programas de Formación Continua de la Universitat de València				
(3) Art 23 punto 1 del Reglamento de Títulos Propios y programas de Formación Continua de la Universitat de València				
(4) Art 23 punto 2 del Reglamento de Títulos Propios y programas de Formación Continua de la Universitat de València				



(5) Art 23 punto 6 del Reglamento de Títulos Propios y programas de Formación Continua de la Universitat de València

(6) Art 23 punto 3 del Reglamento de Títulos Propios y programas de Formación Continua de la Universitat de València

ANNEX III: Members of the Joint Monitoring Committee

The Universitat de València designates Carlos Romá-Mateo in his capacity as co-director of the course *Microcredencial Universitaria en Síndrome de Dravet, 1ª Edición*.

Biocodex designates Dr. Elena Cardenal-Muñoz in her capacity as Orphan Drug Medical Advisor and co-director of the course *Microcredencial Universitaria en Síndrome de Dravet, 1ª Edición*.