

350 Research Challenges

Innovative Analytics

Application Terms and Conditions (the Terms and Conditions)

Objective of the Challenge

As part of our commitment to advance science and technology, Merck KGaA, Darmstadt, Germany launched this Research Challenge program (hereinafter the “**Challenge**”). The aim of the Challenges is to create new sustainable partnerships with top global analytical science and technology players to work on breakthrough analytical science and to generate valuable seeds for future business.

Challenge Procedure

Review Process:

Applications for the Challenges will be reviewed by a dedicated Committee. All the applications will be scored based on the following criteria:

- innovativeness
- analytical potential
- probability of success
- team strength
- strategic fit

Submitters of the best applications can be invited to further advance the proposals together with Merck KGaA, Darmstadt, Germany scientists. For this purpose, a participant agreement will need to be signed. Merck KGaA, Darmstadt, Germany will cover travel and accommodation costs in conditions as covered in the contract. Merck KGaA, Darmstadt, Germany will then enter into bilateral contracting with selected recipients to enable pay-out.

Amount and schedule of Challenge(s)

The amount of the Challenge(s) in EUR as well as their duration will be subject to individual negotiations. The award may fund all or part of the proposed project and for all or part of the requested time period. Challenges may be awarded on the basis of conditional milestones as contained in the contract.

The Challenge Agreement

The Challenge(s) will be subject to the signature of a contract between the Awardee and Merck KGaA, Darmstadt, Germany. This contract will identify the amount of the award, IP rights), the terms of payment of the award, the description and schedule of the project (hereinafter the “Challenge Agreement”), including payment milestones.

Intellectual Property

Background Intellectual Property

Any Party's Background Intellectual Property is and shall remain the separate property of the respective Party. Unless expressly set forth herein, no right, license, title, or interest in Background Intellectual Property owned or controlled by any Party is granted or implied.

Inventions

During the negotiation of the Challenge Agreement, the Awardee and Merck KGaA, Darmstadt, Germany will discuss and negotiate on the terms and conditions for the ownership of inventions and license and rights to such inventions.

No Additional Compensation.

The selected participant participating in the Challenge shall receive no further compensation by Merck KGaA, Darmstadt, Germany other than the reimbursement of travel and accommodation costs for putative meetings at Merck KGaA, Darmstadt, Germany sites in other countries and, if selected, the award provided for this Challenge, and the Institution agrees and shall ensure that any potential compensation claims by the Institution, any participating investigators, scientists, internal or external personnel or sites participating in the Challenge are fully compensated as per Challenge budget.

Confidentiality

Confidential Information

Participant agrees to hold in confidence and not to disclose to any third party all information and materials that Participant obtains from or develops for Merck KGaA, Darmstadt, Germany under these Terms and Conditions as well as all information and materials referring to any project developed or discussed in the framework of the Challenge ("**Confidential Information**"). Confidential Information also includes the terms and form of these Terms and Conditions.

Participant Confidential Information

Merck KGaA, Darmstadt, Germany agrees to hold in confidence and not to disclose to any third party any confidential or proprietary information of the other participant, such as, but not limited to, ideas, information, suggestions, recommendations and reports, provided by the participant to Merck KGaA, Darmstadt, Germany under these Terms and Conditions ("Participant Confidential Information").

Confidential Information does not include information that (i) is publicly available at the time of disclosure; (ii) was in the possession of or known by the receiving party prior to his or her receipt of the information; (iii) is independently developed by the receiving party without use of any Confidential Information; or (iv) becomes known to the receiving party from a source other than the disclosing party that has no obligation of confidentiality with the disclosing party. The obligations of the parties under this Section will survive the expiration or termination of these Terms and Conditions.

Data Privacy

Merck KGaA, Darmstadt, Germany uses your personal data collected in this form for evaluating your application, including to contact you via phone or e-mail (Art. 6 (1) b) General Data Protection Regulation), to track repeat and multiple applications from the same applicant, and to use this information to prepare a Challenge Agreement (contract) between a research institution you are affiliated with, and Merck KGaA, Darmstadt, Germany, in the event that your research proposal is selected for the Challenge. We process the information you provide, in accordance with our Privacy and Cookie Policy. By providing the above information, you consent to such processing and you warrant that all information you provide about yourself is true, accurate, current and complete. Furthermore, you confirm that you obtained the explicit consent of any other persons whose personal data you may provide. You understand that transmission of information via the internet is not completely secure and is not encrypted; Internet or phone service providers are third parties used for delivery of the messages therefore you understand that transfer of messages via these communications channels are subject to their own terms and conditions.

Your personal data will only be shared by us with Merck KGaA, Darmstadt, Germany affiliates and partners, including, but not limited to an independent review committee evaluating your application for the purposes of such evaluation. Where we share your data with recipients outside of the EU, we conclude standard contractual clauses ("Clauses") issued by the EU Commission to safeguard your data.

You have a right to receive and inspect stored your personal data, to demand its correction or deletion, to object to its future use and to receive copies of the Clauses, for example by contacting our data protection officer (privacy@emdgroup.com). We will keep your data as long as we may collaborate with you (now or in the future).

Indemnification

Applicant herewith agrees to indemnify Merck KGaA, Darmstadt, Germany and hold it harmless from and against all losses, claims, damages, expenses or other liabilities whatsoever which may occur to Merck KGaA, Darmstadt, Germany as a direct consequent of the application for the Challenge by the applicant, or any of its employees, agents or representatives.

Liability

Except for breach of confidentiality, neither the applicant nor Merck KGaA, Darmstadt, Germany shall be liable to the other party for any indirect, incidental, punitive, or consequential damages in connection with these Terms and Conditions even if such party is advised of the possibility thereof.