

2020 Research Grants procedure terms and conditions (the Terms and Conditions)

Objective of the grant

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

Merck KGaA, Darmstadt, Germany intends to offer research grants in the following 4 research areas:

- **1) Drug Discovery**
- **2) Next generation machine learning**
- **3) Bioreactor design for cultured meat**
- **4) Pandemic preparedness / fighting viral infectious disease**
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- **Grant Procedure**

Review Process:

The application form (hereinafter the “Application Form”) must be filled out with the submitters research proposal. Use of only non - confidential information in the research proposal is allowed. The submission date for research proposals for the Drug Discovery grant, the Next generation machine learning grant and the Bioreactor design for cultured meat grant is August 31st, 2020. Only proposals submitted within the competition timeline will be considered. Applications for the Research Grants will be reviewed by dedicated Research Grant committees. All the research applications will be scored based on the following criteria: innovativeness, commercial potential, path forward after 3 years, probability of success, team strength, strategic fit. Submitters of the best applications will be invited to a deep dive workshop to further advance the proposals together with Merck KGaA, Darmstadt, Germany scientists. For this purpose, a participant’s agreement will need to be signed. Merck KGaA, Darmstadt, Germany will cover travel and accommodation costs on conditions as covered in the participation agreement. During the deep dive workshops the grant awardees will be announced. Subsequent to the grant awardees being announced Merck KGaA, Darmstadt, Germany intends to enter into bilateral research grant agreements (hereinafter the “Research Grant Agreement”) with selected awardees to enable pay-out.

Review Process for the research grant Pandemic preparedness / fighting viral infectious disease:

Regarding the timelines for the Pandemic preparedness / fighting viral infectious disease grant, we reserve the right to adapt evaluation criteria and expedite promising applications, so that we are able to provide a quicker response in these challenging times. Differences to the routine research grants process are outlined in the following: 1. The review for this grant takes place on a rolling basis in at least weekly intervals. 2. There is no fixed deadline for submissions. The call will remain open until promising applications are received, funding decisions are made and grant awardees are announced. 3. Evaluation criteria include impact on current pandemic, impact on future pandemics, probability of success, fit to our capabilities/can we make a difference, innovativeness.

Consent of collaborative team:

By submitting your application, you confirm that you have the consent and right to do so of any individual you may have named as part of your collaborative team in the Application Form.

Amount and schedule of grant(s)

The amount of the grant(s) is 100,000 – 500,000 EUR per year for up to 3 years, or any other amount or time that will be determined based on the recommendation of the research grant committees. The award may fund all or part of the proposed project and for all or part of the requested time period. Grants may be awarded on the basis of conditional milestones as contained in the Research Grant Agreement.

The Research Grant Agreement

The grant(s) will be subject to the signature of the Research Grant Agreement between the awardee and Merck KGaA, Darmstadt, Germany. This Agreement will identify the amount of the grant, intellectual property rights, the grant payment conditions, the description and schedule of the project activities, including payment milestones.

Intellectual Property

Background Intellectual Property.

Any Party's background intellectual property rights will 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 rights owned or controlled by any Party is granted or implied.

Inventions

During the negotiation of the Research Grant 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 other rights to such inventions.

No Additional Compensation.

The selected participant of the Research Grant shall receive no further compensation by Merck KGaA, Darmstadt, Germany other than the reimbursement of travel and accommodation costs for the deep dive workshop and, if selected, the grant. The institutional participant 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 research project are fully compensated as per research project budget.

Confidentiality

Confidential Information.

Participant agrees to hold in confidence and not to disclose to any third party any and all information and materials that Participant obtains from Merck KGaA, Darmstadt, Germany for the application and participating in the Research Grant in accordance with these Terms and Conditions ("**Confidential Information**"). For avoidance of doubt, information developed by the Participant in the course of application of the Research Grant shall be not be deemed as Merck KGaA, Darmstadt, Germany confidential information to the extent that such information does not contain or refer to Merck KGaA, Darmstadt, Germany confidential information.

Merck KGaA, Darmstadt, Germany retains the exclusive right to make any press release or any kind of public communication about the competition.

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, Frankfurter Str. 250, 64293 Darmstadt, Germany, uses your personal data collected in the Application 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 Merck KGaA, Darmstadt, Germany Research Grant Agreement (contract) between a research institution/organization you are affiliated with, and Merck KGaA, Darmstadt, Germany, in the event that your research proposal is selected for a Research Grant.

We will process the information you provide, in accordance with our Privacy and Cookie Policy. By submitting your Application Form, 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 your stored 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 it is needed for the Research Grants procedure and additionally 12 months.

Indemnification

Applicant herewith agrees to indemnify Merck KGaA, Darmstadt, Germany (including its affiliates, representatives, agents and collaborators) 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 consequence of the application for the Research Grant 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.