

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 research areas:

- 1) **Drug discovery**
- 2) **AI for predictive diagnostics & therapeutic target discovery**
- 3) **Chemistry in the cloud – Rapid synthesis through automation**
- 4) **Innovation within green chemistry**
- 5) **Sustainability in healthcare R&D**

Grant Procedure

Submissions and Review Process:

The research grants program is open to scientists at all career stages who are affiliated with any research-based institution, university or company.

Applicants submit their application online (<https://research-grants-challenges.optimytool.com/en>). The application form which is available online under the link <https://research-grants-challenges.optimytool.com/en> (hereinafter the “Application Form”) must be filled out with the submitter’s research proposal. Only non-confidential information should be submitted in the research proposal. The submission date for research proposals is August 31st, 2022. You may apply for more than one grant or submit your application for more than one focus topic

Only proposals submitted within the competition timeline will be considered. Applications for the Research Grants will be reviewed by dedicated Research Grant committees. All 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. In case applications are received from Healthcare Professionals¹, in addition to these T&C, the applicable Healthcare Compliance principles, rules and regulations will be followed. Submitters of the best applications will be invited to a deep dive workshop to further advance the proposals together with scientists at our company. 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 will enter into bilateral research grant agreements (hereinafter the “Research Grant Agreement”) with the selected awardees prior to pay-out.

¹ “HEALTHCARE PROFESSIONALS” means for the purposes of these TERMS AND CONDITIONS any natural person that is a member of the medical, dental, pharmacy or nursing professions or any other person who, in the course of his or her professional activities, may prescribe, purchase, supply, recommend or administer a medicinal product or provide healthcare services and his/her office staff, and any payer for PHARMACEUTICAL PRODUCTS, including any national and local reimbursement authority or any other person considered as a healthcare professional under applicable laws and codes. PHARMACEUTICAL PRODUCTS means for the purposes of this TERMS AND CONDITIONS any ORGANIZER’s or its affiliates’ drug/medicinal product, biological product, or medical device (including investigational products and irrespective of patent or regulatory status and/or whether it is branded or not), whether used alone or in combination, that is intended to be used on the prescription of, or under the supervision of, a HEALTHCARE PROFESSIONAL, and which is intended for use in the diagnosis, treatment, or prevention of disease in humans, or to affect the structure or any function of the human body.

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 EUR to - 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. The Research Grant 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 agree the terms and conditions for the ownership of inventions, any licenses and/or other rights to 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 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

All data you provide in connection with your application will be processed (saved, stored, used, transmitted and deleted) as described in the Data Privacy Declaration available from our submission portal <https://research-grants-challenges.optimytool.com/en>.

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.