

Thermo Fisher Scientific OncoPrint Clinical Research Grant Program

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. HOW TO APPLY:

To participate in the Thermo Fisher Scientific OncoPrint Clinical Research Grant Program (the “**Program**”), you must submit your Grant Application (the “**Application**”) at the following web address: www.OncoPrint.com or by email to: medical.affairs@thermofisher.com All information required on the Application form must be completed and provided in accordance with the instructions thereon. Application dates are as follows: first call opens February 22, 2021 and closes March 29, 2021; second call opens June 14, 2021 and closes July 16, 2021; third call opens September 22, 2021 and closes October 20, 2021. The Application must be received by Sponsor for the applicable open call between 12:01 a.m. GMT and 11:59 p.m. GMT on the close call date (“**Application Period**”). By applying, you represent that you are not prohibited by employment, law, regulation, industry code of conduct or the policies or practices of your institution or employer from participating. The Program is void wherever prohibited or where registration or bonding is required, and is subject to all applicable laws and applicable industry codes of conduct. The program will run in North America, Europe, the Middle East, Africa, Asia Pacific, Japan and Latin America.

2. ELIGIBILITY:

The Program is open only to individuals 18 years and older who currently work as an academic researcher in the field of molecular testing in oncology and reproductive health. If the preceding condition applies to you, you are ineligible to participate in the Program and shall be ineligible for any grant awarded in this Program.

The person submitting the Application is the applicant (“Applicant”) and is entering the Program on behalf of their employer, which would be the recipient of the grant (“Grant Recipient”) if selected to win hereunder. Applicant warrants that they have obtained any necessary permission to submit an Application to this Program and authorization from their employer and responsible supervisor. There is a limit of one application per institution for each current grant term. Affiliates, subsidiaries, distributors and other sales intermediaries, advertising, promotion, and fulfillment agencies of Sponsor, and employees, officers and directors of Sponsor or their immediate family members or those living in their same household, are not eligible to participate. Determination of eligibility is at Sponsor’s sole discretion.

U.S. federal and state government employees may not participate in this Program.

Government Officials outside of North America may not participate in this promotion. “Government Official” shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business, university or institution owned in whole or part by a government; (iv) Any officer or employee of a public international organization such as

the World Bank or United Nations, the European Union or the World Health Organization; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office. Void where prohibited, licensed, or restricted by federal, state, provincial, or local laws, regulations, or agency/institutional policy.

Healthcare Professionals outside of Europe, the Middle East and Africa may not participate in this Program. The term “Healthcare Professionals outside of Europe, the Middle East and Africa” includes clinical or non-clinical physicians (including MDs and MDs/Ph.D.s), physician assistants, nurses, technicians, research coordinators, administrators and purchasing personnel and entities (including hospitals, rehabilitation centers, nursing facilities, home health agencies, clinics and group purchasing organizations, managed care organizations, physician group practices, medical directors for health insurance organizations) and their employees and representatives who are involved in the actual provision of health care services and/or in the exercise of their profession use, procure or sell medicinal products or medical devices, outside of Europe, the Middle East and Africa.

Healthcare Professionals in Europe, the Middle East and Africa may not participate in this Program. The term “Healthcare Professionals in Europe, the Middle East and Africa” means any individual (with a clinical or non-clinical role; whether a government official, or employee or representative of a government agency or other public or private sector organization; including but not limited to, physicians, nurses, technicians, laboratory scientists, researchers, research coordinators or procurement professionals) that in the course of their professional activities may directly or indirectly purchase, lease, recommend, administer, use, supply, procure or determine the purchase or lease of, or who may prescribe medical technologies or related services, in Europe, the Middle East and Africa. It also includes individuals involved in research activity, not just those directly involved in the provision of healthcare services in such geographies.

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3. OBJECTIVE OF PROGRAM:

The objective of this Program is to promote excellence in molecular diagnostics and reproductive health with the aim of increasing high quality molecular profiling for health care providers serving cancer patients and improving clinical outcomes.

4. CRITERIA FOR SELECTION AS A GRANT RECIPIENT:

Your proposal in the Application will be judged based on scientific merit and strategic alignment with the Sponsor's areas of scientific research. Submitted Applications will be judged by a panel of at least two external judges comprising independent and internationally recognized experts and Thermo Fisher Scientific medical scientific leadership.

Scoring of the project proposals for ranking and selection is based on the Merit of the Project (MP), to be calculated according to the following formula:

$$\text{MP} = 0.30 \text{ A} + 0.45 \text{ B} + 0.25 \text{ C}$$

The three evaluation criteria are:

- A.** Scientific merit of the research team
- B.** Scientific merit and innovative nature of the project;
- C.** Nature of the requested resources;

The three criteria are scored using a 4-point scale system (1–minimum; 4–maximum) and each of the criteria is rated using this scale with whole numbers only. The final score of MP is rounded to two decimal places. Application of these criteria shall consider the following:

For criterion A:

- i.) Scientific productivity of the applicant / research team (ranging from references to publications and citations in published works);
- ii.) Abilities and skills to adequately execute the proposed project (team configuration, principal investigator's (PI's) qualifications);
- iii.) Degree of success in previous projects of the PI (this requirement must be assessed based on the PI's curriculum vitae);

For criterion B:

- i.) Originality, significance and potential impact of the project;
- ii.) Methodology adopted for carrying out the project;
- iii.) Expected results and their contribution to scientific and technological knowledge;
- iv.) Resulting publications and other communications;
- v.) Feasibility of the work plan;
- vi.) Production of knowledge that can contribute to benefits to society or to the business sector.

For criterion C:

- i.) Suitability of budget for administrative costs, equipment, consumables, etc.
- ii.) Description of the type of collaboration with medical/clinical teams

Proposals that include personally-identifiable information or patient data, or that propose to disclose personally-identifiable information or patient data, will be excluded from consideration for participation in the Program.

5. PROGRAM CANCELLATION:

There must be a minimum of ten (10) eligible submissions received by the close of the Application Period in order for this Program to proceed to the stage where submissions will be reviewed by a panel of judges. If a minimum of ten (10) eligible submissions are not received by the close of the Application Period, this Program will be cancelled. Should the Program be cancelled, an announcement will be posted at the following web address: www.oncomine.com/grants and an email will be sent to each Applicant to notify them that the Program has been cancelled, in which case there shall be no Winner or Grant Recipient.

6. NOTIFICATION OF WINNER AND PARTICIPANTS' OBLIGATIONS:

Based upon the judging criteria set forth in Section 4, above, one winner (“**Winner**”) will be determined for each Application Period. The Winner will be notified approximately 8 weeks after the close of the Application Period. Any notification returned as undeliverable may result in disqualification. **The winning Applicants and Grant Recipients will be required to execute and return an Affidavit of Eligibility, Release of Liability, Assignment of Rights and Publicity Release (where permitted by applicable law) and the Grant Recipients will be required to execute and return an Acceptance of Grant document. Each document must be signed and returned to the Sponsor within 14 days of notification attempt.** If an Applicant and/or Grant Recipient fails to return these documents or provide any other reasonably requested information necessary to award the grant, administer these Official Rules or comply with applicable laws by the deadline, the grant will be forfeited and an alternate recipient will be determined, based on the criteria set forth above.

7. AWARDS:

There shall be one grant award package available per Application Period, as set forth below.

The value of the Award will vary depending on the number of Winners per Application period, but the maximum value awarded to a Winner for each Application Period is \$200,000.

TAXES, INCLUDING SALES, FEDERAL, STATE, AND LOCAL TAX, IF ANY, RELATED TO THE AWARD ARE THE RESPONSIBILITY OF THE GRANT RECIPIENT AND SPONSOR WILL, IF APPLICABLE, ISSUE A 1099-MISC TO THE GRANT RECIPIENT. The grant is not transferable; no substitutions or cash equivalents are allowed except by Sponsor. The Sponsor will be responsible for customs clearance and any related charges. No responsibility or liability is assumed for damages, losses or injury resulting from participation in the acceptance or use of any grant. All other expenses and costs not expressly listed above are the Grant Recipient's sole responsibility.

8. INTELLECTUAL PROPERTY:

An Applicant, Grant Recipient and Winner (each, a “**Participant**”) must submit an Application and may submit other materials and information in connection with the Program or use or receipt of the grant (collectively, “**Participant Materials**”).

Ownership of the pre-existing underlying intellectual property of every Participant remains the property of the Participant subject to Sponsor's rights under these Official Rules. By participating in the Program, each Participant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable, transferable license to reprint, display, reproduce, perform, use and

exhibit (including the right to make derivative works of) their Participant Materials for the purposes of running this Program and administering its results. Each Participant hereby makes the following representations, warranties and covenants: (i) their Participant Materials do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property, or other rights of any person or entity, and do not violate any laws, rules or regulations; and (ii) if their Participant Materials contain any material or elements that are not owned by the Participant and/or which are subject to the rights of third parties, the Participant has obtained, prior to making them available to Sponsor, all releases and consents necessary for Sponsor to be able to use them in the manner set forth in these Official Rules without any compensation or liability to any party.

Publication authorship is the sole responsibility of the PI and their research team. Sponsor reserves the right to review publications of research results funded in any way by any grant awarded under the Program prior to submission to correct factual mistakes about Sponsor's products and protect Sponsor's proprietary information. Any such publication or other public communication by a Participant regarding the Program must acknowledge OncoPrint Clinical Research Grants and must be under open access.

9. GENERAL RULES:

By participating in the Program or submitting an Application, every Participant agrees to these Official Rules and the Thermo Scientific Terms and Conditions of Sale. The determination of the Winner by Sponsor shall be final and binding in all respects. Acceptance of the grant constitutes permission to use the Grant Recipient's name and host institution logo, and if, he or she has executed a Publicity Release, information related to the Applicant who entered the Program on behalf of the Grant Recipient. Such information may include, but are not limited to, biographical information, likeness and company information without further compensation, except where prohibited by law and as otherwise provided herein. No information regarding judging or selection will be disclosed.

Every Applicant and the Winner must ensure full transparency within its employer and institution, and the Winner must fully disclose the support provided by Sponsor in all oral or written presentations of the results of their research.

Return of any grant or grant notification as undeliverable may result in disqualification and alternate determination. By participating in this Program, participants agree to be bound by these Official Rules and the decisions of Sponsor, and that information provided is subject to Sponsor's Privacy Policy, available [\[here\]](#). Sponsor is not responsible for technical, hardware, software or telephone malfunctions of any kind; lost or unavailable network connections; or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Program, or by any human error that may occur in the processing of the online Application in this Program.

Sponsor reserves the right at its sole discretion to disqualify any Participant who tampers or attempts to tamper with the Application process or the operation of the Program or website; violates the Official Rules; engages in activities that would reflect poorly on the Sponsor or the Program at the Sponsor's sole discretion; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to

deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program if it is not capable of running as planned due to circumstances including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Sponsor. Sponsor and each of its respective affiliates, officers, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Program or any grant. Every Participant assumes all liability and responsibility for any injury or damage caused, or claimed to be caused, by participation in this Program, use or redemption of any grant, or the performance of any activities outlined in any Application. Sponsor has no liability for any costs incurred by participants in entering this Program.

10. RELEASE/LIMITATIONS OF LIABILITY; INDEMNIFICATION:

YOU HEREBY INDEMNIFY AND HOLD SPONSOR AND ITS AFFILIATES, AND ITS AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, CONTRACTORS, REPRESENTATIVES, AGENTS AND SUCCESSORS (“**SPONSOR PARTIES**”) HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIM ARISING FROM OR RELATED TO ANY ALLEGED OR ACTUAL CONTRAVENTION BY YOU OF THESE OFFICIAL RULES, YOUR PARTICIPATION IN THE PROGRAM, YOUR USE OF ANY GRANT AWARDED UNDER THE PROGRAM, OR YOUR PERFORMANCE OF ANY ACTIVITIES MENTIONED IN YOUR APPLICATION.

SPONSOR AND ITS AGENTS ARE NOT RESPONSIBLE FOR LOST, LATE, DAMAGED, MISDIRECTED, ILLEGIBLE, INCOMPLETE OR MUTILATED APPLICATIONS; OR FOR ANY COMPUTER, ONLINE, TELEPHONE OR TECHNICAL MALFUNCTIONS, DELAYS OR HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF APPLICATIONS; OR FOR INACCURATE TRANSCRIPTION OF APPLICATION INFORMATION; OR FOR APPLICATIONS THAT ARE STOLEN, MISDIRECTED, GARBLED, LOST OR DELAYED BY COMPUTER TRANSMISSIONS; OR IF FOR ANY REASON THE PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES OR OTHER CAUSES BEYOND THE CONTROL OF SPONSOR.

SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE PROGRAM. SPONSOR IS NOT RESPONSIBLE FOR INCORRECT OR INACCURATE APPLICATION INFORMATION, WHETHER CAUSED BY INTERNET USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROGRAM, OR BY ANY TECHNICAL OR HUMAN ERROR THAT MAY OCCUR IN THE PROCESSING OF THE APPLICATIONS IN THE PROGRAM.

11. CHOICE OF LAW; VENUE:

Any ambiguity regarding these Official Rules shall be resolved by Sponsor at its sole discretion. Any legal disputes in connection with this Program will be resolved in the appropriate courts in San Diego, California, and will be subject to the laws of California, exclusive of its conflicts of laws principles.

12. SPONSOR:

The Sponsor of the Program is Thermo Fisher Scientific Inc., Life Sciences Solutions. To obtain the name of the Grant Recipient, send a request with a stamped, self-addressed envelope to Johanne McGregor, Thermo Fisher Scientific, 5781 Van Allen Way, Carlsbad, CA, 92008, USA.