

Thermo Fisher Scientific Oncomine 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 Oncomine Clinical Research Grant Program (the “**Program**”), you must submit your Grant Application (the “**Application**”) at the following web address: www.Oncomine.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 28, 2022 and closes April 23, 2022 and second call opens August 1, 2022 and closes September 26, 2022. The Application must be received by the “**Sponsor**” (as defined in Section 12) 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.

2. ELIGIBILITY:

The Program is open only to institutions and healthcare organizations to support research in the field of molecular testing in oncology and reproductive health (“**Applicants**”). Applicants may not be individuals or employees of Applicants, though Applications may be prepared by individuals or employees of Applicants, including but not limited to the person(s) in charge of the scientific research (“**Principal Investigator**”). The Program is void in Iran, Syria, Cuba, North Korea, and North Sudan and wherever this Program or acceptance of a grant is prohibited or restricted by law or subject to registration or other procedures with which Sponsor may not have undertaken. 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.

Applicants that are successful recipients of the grant shall be referred to as “**Grant Recipient(s)**.” **Applicant warrants that they have the authority to submit Applications and obtained any necessary permission to carry out the research.** There is a limit of one awarded application per institution for each current grant term. Affiliates, subsidiaries, distributors and other sales intermediaries, advertising, promotion, and fulfillment agencies of Sponsor, are not eligible to participate. Determination of eligibility is at Sponsor’s sole discretion.

Government Officials 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.

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:

Applications will be evaluated 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 an applicable Application Period (e.g., first call, second call or third call), then the Program for that particular Application Period 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 or more Grant Recipients will be determined for each Application Period. The Grant Recipients will be notified approximately 8 weeks after the close of the Application Period. Any notification returned as undeliverable may result in disqualification. **The Grant Recipients will be required to execute and return certain acceptance documents, including but not limited to an Affidavit of Eligibility, Research Grant Agreement, 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 (collectively "Acceptance Documents"). Each Grant Recipient must respond 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:

The value of the Award will vary depending on the number of Grant Recipients per Application period, but the maximum value awarded to a Grant Recipient 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. Additional intellectual property terms may be set forth in the Acceptance Documents.

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:

The determination of the Grant Recipient 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, the Grant Recipient has executed a Publicity Release, information related to the Grant Recipient. Such information may include, but is 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 Grant Recipient must ensure full transparency within its institution, and the Grant Recipient 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, the Acceptance Documents, and the decisions of Sponsor, and that information provided is subject to Sponsor's Privacy Policy, available [\[here\]](#).

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 a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

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 Jose Luis Costa, Thermo Fisher Scientific, 5781 Van Allen Way, Carlsbad, CA, 92008, USA.