



# TERMS AND CONDITIONS

## 1. INTRODUCTION

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These terms and conditions (the "**T&Cs**") are intended to govern the operation of the Martin Villar Haemostasis Awards (the "**MV Awards**") organized by Grifols, S.A., a company duly incorporated under Spanish law, with Tax ID number A-58389123 and with registered offices at calle Jesús y María 6, 08022 Barcelona – Spain ("**Grifols**").

The aim of the MV Awards is identifying, promoting and supporting the realization of innovative clinical and scientific work that offers a greater insight into hemostasis and blood coagulation disorders (haemophilia and von Willebrand disease).

- The period of Awards & timelines:

The period of participation in the MV Awards will commence on 22 May 2018 and will finish on 1 March 2019 in accordance with the following timeline:

- a. Submission of the Application Form (as such term is defined below): from 00.00 CET 22<sup>nd</sup> May 2018 until 23.59 CET 1<sup>st</sup> March 2019.
- b. Award ceremony, which date and place will be announced in the Site (as such term is defined below) during the first Quarter of 2019 (the "**Award Ceremony**").

These T&Cs are available for consultation on [www.martinvillar-awards.com](http://www.martinvillar-awards.com) (the "**Site**").

## 2. PARTICIPANTS

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Participation in the MV Awards is voluntary and free of charge.

Applicants shall meet the following eligibility requirements:

- Scientists and clinicians, organized under teams or individually, who devote their activities to basic or clinical research into Haemophilia and Von Willebrand Disease.
- The applicant must be under the age of 40 at the time of submitting the Letter of Intent (the "**LoI**") and its CV;
- The applicant has to be employed or supported by a hospital, university or independent institution (the "**Institution**").
- If the applicant becomes Awardee (as such term is defined below), he/she shall sign a contract with the Institution and Grifols (the "**Contract**").

Hereinafter, both individual and team participants shall be jointly referred to as the "**Participants**".

None of Grifols' and/or its group companies' employees or any relative up to the second degree of kinship of the persons directly involved in the management of the awards or in the appraisal process shall be eligible to participate in the MV Awards.

Submissions from Awardees of previous editions of Martin Villar will not be accepted.

Unless expressly stated in these T&Cs, in no case shall Grifols bear any costs and/or expenses in which the Participants may incur by reason of their participation in the MV Awards.

## 3. AWARDS DETAILS

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Participants should complete the Application Form and submit the LoI together with the CV not later than 1<sup>st</sup> March 2019, following the requirements set forth in Section 3.1.

Once the period to submit the Application Form ends, a jury formed by a panel of scientists identified on the Site (the "**Jury**") shall select a maximum of 6 best Research Projects (as such term is defined below) taking into consideration the appraisal criteria described in Section 3.2.

The Participants shortlisted by the Jury will have to submit a full proposal of the Research Project, following the requirements set forth in Section 3.1.

Based on the appraisal criteria described in Section 3.2, the Jury will select two (2) Research Projects (one basic research project and one clinical research project). The two (2) Participants whose Research Projects are awarded (the "**Awardees**") will be announced on the Site on the 31<sup>st</sup> May 2019 together with their photograph, short biography and a brief description of the project. The Research Projects, as well as the results derived, directly or indirectly, from such projects will be presented in collaboration and agreement with Grifols.

The Awardees are required to attend the Award Ceremony (as such term is defined below). Any costs and/or expenses associated to the attendance to the Award Ceremony will be borne by Grifols or, if it has already been paid by the Awardee or the Awardee's Institution, reimbursed by Grifols to the Awardee's Institution upon written evidence of such costs and/or expenses incurred, subject to any local laws and regulations applicable for these purposes.

Participants shall provide all information and documents mentioned in this section in English.

### 3.1 Requirements of the Research Projects

Participants must present an innovative basic or clinical research project regarding Haemophilia and Von Willebrand Disease which meet the following requirements (the "**Research Project**"):

- a. Research Project goals should be achieved within twelve (12) months from the date of the first payment according to the contract, in case Participants become selected as Awardees.
- b. The Research Projects should be related to the pathology or the management of the disease with plasma-derived FVIII/VWF protein therapies, in general, not associated with one particular commercial product.
- c. Basic research projects may include preclinical animal studies and in vitro studies;
- d. Clinical research projects may include any studies requiring patient informed consent, including treatment of patients and/or use of patient samples (e.g. for biomarker analysis, genotyping and diagnostics);
- e. Studies sponsored by industry are excluded;
- f. In no case, submitted Research Projects shall include any information or data which allows, directly or indirectly, the identification of patients and/or any other individuals;
- g. Participants agree to provide Grifols with an interim study report after half-time of the Research Project and a full report after completion of the study.

### 3.2 Appraisal criteria

The Research Projects will be assessed by the Jury taking into account the following criteria:

- a. Scientific merit, which will take into account (i) the validity of the rationale and/or proposed methodology, (ii) the validity of the expected outcomes, (iii) the validity of the proposed timelines, and (iv) the feasibility of completing the proposed research within twelve (12) months.
- b. Innovation in design, methodology and objectives.
- c. Clinical/medical impact, which will take into account (i) the contribution of the Research Project results to clinical and scientific understanding, and (ii) the relevance of the Research Project to the Haemophilia and Von Willebrand Disease community.
- d. Quality of research environment, (i) qualification of the Participant, and (ii) expertise in the academic research environment.

#### 4. AWARD

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Each of the two (2) selected Research Projects will be awarded with an amount of Euros 50,000 (the "Award"). The payment of the Award will be made by Grifols to the Awardee's with the following payment schedule:

- Thirty-five thousand Euros (€35,000) (Gross amount) within sixty (60) days of receipt of the corresponding invoice issued by the institution.
- Fifteen thousand Euros (€15,000) (Gross amount) within sixty (60) days of receipt by Grifols of the Final Report, together with the corresponding invoice issued by the institution.

#### 5. GUARANTEES AND INTELLECTUAL AND INDUSTRIAL PROPERTY

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The Participants guarantee that (a) they are the scientists or clinician responsible for the submitted Research Project, (b) any submitted documents and/or information provided are accurate and updated, (c) the Research Project is an original creation, (d) they have obtained all necessary approvals from the Institution to participate in the MV Awards and their participation do not violate any duty owed to the Institution or any other third party, (e) if applicable, they have obtained the informed consent of the patients in accordance with applicable law, (f) the Research Project complies with all applicable health regulations, and (g) their participation in the MV Awards and the exercise by Grifols of the rights licensed herein do not infringe any legal provisions, agreements, rights or assets owned by any third party.

The Institution will be the exclusive owner of the economic rights of intellectual and industrial property over the Research Project. By participating in the MV Awards, Grifols is granted a worldwide, non-exclusive, non-transferable (except to Grifols' group companies) royalty free license to use any and all results derived, directly or indirectly, from the Research Project for Grifols' internal research and development purposes. The Awardee shall present any information, data and/or results derived from the Research Project only with the prior written consent of Grifols, which consent shall not be unreasonably withheld.

#### 6. DATA PROTECTION

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Any personal data provided by the Participants will be processed in accordance with the Privacy Policy. No e-mail commercial communications will be sent to Participants unless their prior express consent has been obtained.

#### APPLICABLE LAW AND JURISDICTION

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These T&Cs are governed by Spanish law.

In order to resolve any disputes that arise, a strictly literal interpretation of the rules contained in these T&Cs will be followed prevailing Grifols' criteria with regard to their interpretation and enforcement.

Notwithstanding the foregoing, Participants agree that any dispute that may arise regarding the interpretation or enforcement of these T&Cs shall be settled by the courts and tribunals of the city of Barcelona.

#### 7. GENERAL

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Participation in the MV Awards implies full and complete acceptance of these T&Cs by the Participants. Any statement to the contrary such as not agreeing to the T&Cs, will result in the exclusion of the Participant and, as a result, Grifols will be released from fulfilling the obligation undertaken to the Participant.

It is hereby acknowledged that the Award granted is not conditioned upon any promotion, prescription and/or use of any products commercialized by Grifols nor it is intended to influence the Awardee and its Institution to do so.

Grifols reserves the right to cancel the MV Awards at any time on grounds of force majeure, a lack of participation such as the delay of signing of collaboration agreement 6 months after the nomination date, or for any other valid reason.

Grifols reserves the right to disqualify any Participant who infringes any of the provisions regulated in these T&Cs and/or any applicable regulation.

Grifols reserves the right to modify these T&Cs in case any irregularity is detected that might influence the objectivity and transparency of the MV Awards.

May 2018

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