



# TERMS AND CONDITIONS

## 1. INTRODUCTION

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These terms and conditions (the "T&Cs") are intended to govern the operation of the Martín 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").

MV Awards aim to identify, promote and support the realization of innovative clinical and scientific work that offers a greater insight into hemostasis and blood coagulation disorders (haemophilia and von Willebrand disease).

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

## 2. PARTICIPANTS

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

The Participants in the MV Awards may present their proposal individually or as a part of a team. Both individual participants and team participants will be jointly referred to as the "Participants".

Participants shall meet the following eligibility requirements:

- present an original research contribution to basic or clinical research in Haemophilia and Von Willebrand Disease that fulfills the requirements set out in Section 4.1.
- be a scientist or clinician conducting research at hospitals, university or independent institutions and, in case of primary applicant, be under the age of 40 at the time of submitting the Letter of Intent (the "LoI") and its CV;
- be employed or supported by a hospital, university or independent institution (the "Institution"), and
- sign a contract with the Institution and Grifols (the "Contract") if he/she becomes a selected Awardee (as such term is defined below).

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 Grifols' scientific awards or in the awardee selection process shall be eligible to participate in the MV Awards.

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.

Submissions from Awardees of previous editions of MV Awards will not be accepted.

## 3. PERIOD OF PARTICIPATION AND TIMELINE

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The period of participation for the MV Awards will commence on 7<sup>th</sup> July 2019 and will finish on 31<sup>th</sup> May 2020.

(a) Submission of the Application Form : from 7<sup>th</sup> July 2019 to 8<sup>th</sup> March 2020.

(b) The Awards ceremony will be held during the International Society on Thrombosis and Haemostasis (ISTH) Congress 2020 that will take place in Milan (Italy) from 11<sup>th</sup> to 15<sup>th</sup> July 2020 (the "Awards Ceremony").

## 4. AWARD DETAILS

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Applicants (either individual Participants or the Participant in a team designated to present the proposal) should complete the Application Form and submit it, together with the Letter of Intent (LoI) and a short curriculum vitae of all Participants and a summary protocol of the Research Project (as such term is defined below) during the term set out in Section 3.

Once the period to submit the Application Form ends, an independent jury formed by a panel of scientists, whose identity details are published on the Website (the "Jury"), shall select a maximum of six (6) proposals submitted Research Projects that best match the requirements described in Section 4.1, taking into consideration the appraisal criteria described in Section 4.2.

The Participants shortlisted by the Jury will be invited to submit a full proposal of the Research Project, following the requirements set forth in Section 4.1.

The two (2) Participants whose Research Project (one basic research project and one clinical research project) are awarded (the "Awardees") will be announced on the Website with their name, last name, job position, designation of workplace, and together with a brief description of the Research Project.

The Awardees are required to attend the Award Ceremony in order to be awarded. Any costs and/or expenses associated with the attendance of the Awardees to the Award Ceremony will be borne by Grifols or, if these have been already paid by the Awardees or the Awardees Institutions, the Awardee or the Awardees Institutions shall be reimbursed by Grifols upon Grifols being provided with evidence of such costs and/or expenses incurred and subject, in any event, to any applicable local laws and regulations.

Participants shall provide all information requested in the course of the selection process in English using the form or documents provided by Grifols, when they are made available.

#### 4.1 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) Goals should be achieved within a maximum of twelve (12) months from the date of the first payment agreed in the Contract, in case the 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) Studies sponsored by the industry are excluded.
- (d) Basic research projects may include preclinical animal studies and in vitro studies;
- (e) 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);
- (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 who are not members of the Participant's team and/or the Institution;

The Awardees agree to provide Grifols with an interim study report after half-time of the Research Project and a full report after completion of the Research Project (the "Final Report").

#### 4.2 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 a maximum term of twelve (12) months from the date of the first payment agreed in the Contract, in case the Participants become selected as Awardees;
- (b) Innovation of the Research Project 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) Mentor and research environment, which will take into account (i) mentor's research focus, clinical/scientific expertise and experience, (ii) qualification of the Participants, and (iii) expertise in the academic research environment.

## 5. PRIZE

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Each of the two (2) selected Research Projects (one basic research project and one clinical research project) will be awarded with an amount of Euros 50,000 (the "Award"). The payment of the Award will be made by Grifols to the Awardees Institutions with the following payment schedule and subject, if applicable, to holding a certificate of residents for non-Spanish residents:

- 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.

The Awardee acknowledges that Grifols will not transfer any payment of the Award directly to him/her.

## 6. REPRESENTATIONS AND WARRANTIES. INTELLECTUAL AND INDUSTRIAL PROPERTY

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The Participants represent and warrant 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 will obtain 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.

## 7. DATA PROTECTION

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Any personal data provided by the Participants will be processed in accordance with the [Privacy Notice](#).

## 8. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by Spanish law.

If any disputes arise from the interpretation and/or execution of the provisions regulated in these T&Cs, the parties will try to resolve these disputes amicably. If the dispute, controversy or difference cannot be amicably resolved, the parties shall submit the dispute, controversy or difference exclusively to the courts of the city of Barcelona, Spain.

## 9. GENERAL

Participation in the MV Awards implies full and complete acceptance of these T&Cs by each Participant. 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 any obligations with respect to said Participants.

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 Awardees and the Institution to do so.

Grifols reserves the right to cancel the MV Awards at any time on grounds of force majeure, lack of participation 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.

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