

APPENDIX – IMPORTANT (to be read before applying)

MATWIN Charter - Rights and Duties

MATWIN, a subsidiary of the Unicancer group (the federation gathering the 18 French Comprehensive Cancer Centres), is the only open innovation platform fully dedicated to accelerating early innovation in oncology. MATWIN carries out its acceleration program in partnership with major international companies willing to increase collaborative opportunities in the field. MATWIN program aims at optimizing the development plan of preclinical (or early clinical) innovative projects and accelerating their time to market. The program is designed to operate at the forefront of the project's acceleration phase (assessment of the technological value, asset identification, value proposition, coaching and access to a network of industrial partners and investors). Since its creation in 2009, MATWIN has accompanied more than 260 projects led by either academic teams or startups.

MATWIN's operational decisions rely on the [MATWIN International Board](#) (referred to "MIB"), an international multidisciplinary Board which meets annually gathering around twenty internationally renowned members: Global R&D Oncology executives from MATWIN industrial partners and academic leaders / experts from major European cancer organisations. This committee meets once a year in France on a MATWIN initiative to review the projects, assess their development potential, and label the best ones for possible partnerships.

The MATWIN applicants can be either academic teams or young companies (creation \leq 7/8 years); they must be domiciliated in Europe (UK, Switzerland, Norway included). When applying to MATWIN, the applicants (and their Technology Transfer Office when applicable) have to agree with the following Rights and Duties of MATWIN and candidates. They also agree, if selected by the MIB to access MATWIN support, to sign an agreement with MATWIN addressing the different items below.

MATWIN's duties

1. Best practices

The MATWIN Program has been implemented according to the best practices to meet the requirements of technology transfer at the preclinical/early clinical stage.

MATWIN undertakes to make every effort with the support of the major research and care institutions, to:

- Identify the best projects in oncology from the whole European territory;
- Help to structure these projects in accordance with the industrial partners' requirements;
- Shorten the development period to boost the availability for patients of possible therapeutic innovations.

2. Applicants visibility

MATWIN undertakes to give the best visibility to every selected project to reinforce sourcing opportunities.

MATWIN undertakes to raise greater awareness of every selected project by providing access to the industrial partners represented at the highest level on the MATWIN Board (International Global executives, Early development, drug discovery or oncology experts) of all the necessary documents to ease its assessment.

MATWIN undertakes to provide all necessary efforts to facilitate intermediation between selected projects after the MATWIN support with MATWIN partners or external partners.

In case of a potential interest by company members in one or several projects presented to the MIB, MATWIN Partners may mandate MATWIN to provide support in coordinating and following the exchanges with the applicants and IP owners (and/or their legal representatives) until the signature of a potential partnership or transfer agreement regarding the

concerned project(s). On top of these, MATWIN undertakes to provide all necessary efforts all along the program and after to facilitate intermediation with any relevant partner for the project (Technology Transfer Offices, Biotech companies, Investors ...).

3. Confidentiality

MATWIN undertakes ensuring confidentiality related to every submitted project by prohibiting internal and external communication of any confidential document without the applicant's prior written approval.

Each stakeholder of the MATWIN program (MATWIN employees, experts, coaches, members and invited members of the MATWIN Board) undertakes not to publish or disclose under no circumstances the confidential scientific or technical information and data belonging to the applicants by signing a confidential agreement with MATWIN prior having access to any of the information.

The Applicant's duties

1. Best practices and divulgation

The applicant guarantees the accuracy of scientific data presented all along the MATWIN Program as well as their origin. It also undertakes to provide all necessary scientific information and data all along the MATWIN process for an optimal assessment of the project according to MATWIN's confidentiality duties. In case the applicant may refuse to share the requested scientific information and data, he takes the risk of being excluded from the MATWIN Program.

2. Transparency / Information / Communication

The applicant must keep MATWIN informed of any discussion and any agreement that may be initiated or signed as a consequence of the MATWIN Program during or post MATWIN support.

This encompasses:

- Maturation or extension of a maturation program agreed with a Technology Transfer Office
- Start-up creation
- Collaboration or co-development agreement, licensing agreement
- Funding agreement, fundraising, crowdfunding, etc.

The applicant must associate MATWIN with any successful collaboration post-MIB exposure with any partner (from MATWIN or not) and communicate on the facilitating / accelerating role of MATWIN in the setting up of this successful collaboration (e.g press releases, interviews, websites, professional networks).

3. Financial duties

To benefit from the MATWIN process, a fee of **1.000€ (tax excl.)** has to be paid by all applicants if selected by the preselection jury for the coaching support. This access fee allows applicants to benefit from the whole MATWIN support without paying in advance the MATWIN support costs (see art. 3.1 "MATWIN Program support").

- START program (6 months): 1.000€ to be paid if selected for coaching after the 1st feedback from jury (December)
- GROW program (3 months): 1.000€ to be paid if selected for coaching by the Board (March)

The access fee already paid to access the MATWIN support will be deducted from the total support costs (see 3.1)

Post MATWIN support, the reimbursement of the MATWIN Program support by the applicant is based on a success fee principle including:

- the reimbursement of the MATWIN Program support (see 3.1)
- a partnership success fee **only if the success is directly linked to a MATWIN intermediation** (see 3.2)

3.1. Reimbursement of the MATWIN Program support

The MATWIN applicant undertakes to reimburse the overall MATWIN support cost he/she benefited from, in case of any funding agreement that may be concluded within a 3-year period post MIB exposure

This encompasses:

- Any agreement generating extra revenues for the project (collaboration, codevelopment, licensing agreement or licensing option or any transfer agreement with any third party being a MATWIN partner or not)
- Any funding agreement, fundraising, crowdfunding, etc.

The costs associated with the MATWIN support to be further reimbursed are listed below (tax excluded):

- Step 1 = Written feedback from 1 member of the preselection jury (START program) 1.000 €
- Step 2 = 2 Coaching sessions: Development plan review + Training MIB meeting + Board mentoring: 4.500 €
- Step 3 = Board presentation + written feedback from each Board member & final MATWIN synthesis: 4.500 €

MATWIN's START support process (6 months)	MATWIN's GROW support process (3 months)
Having access to Step 1 + 2 + 3	Having access to half of Step 2 + Step 3
If selected for the final MIB presentation, the total cost of the MATWIN usual support is 10.000 € tax excl.	If selected for the final MIB presentation, the total cost of the MATWIN fast-track support is 5.000 € tax excl.

The access fee of 1.000€ already paid to access the MATWIN support will be deducted from the total support costs.

3.2 Partnership success fee



Only in case of any success that may be concluded thanks to a MATWIN intermediation (see below) post MIB exposure within a 3-year period, the applicant undertakes to pay a success fee of **10.000 € (tax excl)** to MATWIN:

- if the applicant is a private company when applying for the MATWIN support
- if the applicant was an academic when applying but has turned into a newly formed company post MATWIN support (the partnership success fee will then be covered by the newly formed company)

A success resulting from a MATWIN intermediation is defined below as any agreement / funding opportunity generating a first phase of funding for the preclinical or clinical development of the project with:

- An already established partner of the MATWIN program
- An external partner introduced by MATWIN with whom the applicant was not already in touch with (or if in touch, with a different representative)

When applying for the MATWIN support, the applicant agrees to sign with MATWIN an agreement addressing both MATWIN and applicant's Rights and Duties.

1.000€ of access fee (to be paid only if the applicant is selected by the MIB)	
	
MATWIN PROGRAMME SUPPORT COSTS	PARTNERSHIP SUCCESS FEE
Only in case of any funding agreement that may be concluded post MATWIN support	Only in case of a success resulting from a direct consequence of the MATWIN support
5 k€ / 10 k€	10 k€
(depending on the version of the support process: 3 months / 6 months)	(if the applicant is an existing company or a newly formed company)