

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. See our partners to date: <https://matwin.fr/en/our-partners/> The MATWIN program (referred as “The 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 300 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 the Program, 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 for the Program, to sign an agreement with MATWIN for a period of 3 years addressing the different items below.

MATWIN’s duties

1. Best practices

The 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
- Contribute to shortening the development period to boost the availability for patients

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 Office, scouting companies,

Biotech companies, Investors ...). It is important to note that MATWIN will not take any IP rights in the projects supported by the Program.

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 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 agrees to notify MATWIN of any person or company presenting a major conflict of interest.

The Applicant's duties

1. Best practices and divulgation

The applicant guarantees the accuracy of scientific data presented all along the Program as well as their origin. It also undertakes to provide all necessary scientific information and data all along the Program 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 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 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 Program, the Applicant agrees to pay a fee of **1.000€ (tax excl.)** if and only if the project is selected by our panels (Preselection committee or MIB) for the coaching support. This access fee allows applicants to benefit from the whole Program 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 preselected for coaching by the Preselection committee (December)
- GROW program (3 months): 1.000€ to be paid if selected for coaching by the MIB (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 Applicant undertakes to reimburse the overall Program support cost he/she benefited from, in case of any funding agreement that may be concluded during the agreement period.

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, grants agreement, extension of maturation program, etc.

The costs associated with the MATWIN support to be further reimbursed are listed below:

START program (6 months): **10.000 €** tax excl. fixed amount:

- Step 1 = MATWIN Preselection committee + Coaching 1 “Development Plan Review” session
- Step 2 = Coaching 2 “Training before MIB meeting” session + 1h Board mentoring
- Step 3 = MIB presentation + written feedback from each Board member & final MATWIN synthesis

GROW program (3 months): **5.000 €** tax excl. fixed amount:

- Step 2 = Coaching 2 “Training before MIB meeting” session + 1h Board mentoring
- Step 3 = MIB presentation + written feedback from each Board member & final MATWIN synthesis

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)

No success fee will be expected if the applicant is still an academic when the success (as defined below) is achieved.

A success resulting from a direct MATWIN intermediation is defined below as any signed agreement leading to funding a first phase for the preclinical or early clinical development (phase 1 or 2) 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 Program, the applicant agrees to sign with MATWIN for a 3-year period 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)



MATWIN PROGRAMME SUPPORT COSTS

Only in case of any funding agreement that may be concluded post MATWIN support

5 k€ / 10 k€

(depending on the version of the Program : GROW 3 months / START 6 months)



PARTNERSHIP SUCCESS FEE

Only in case of a success resulting from a direct MATWIN intermediation

10 k€

(if the applicant is an existing company or a newly formed company)