

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 an 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 for innovative projects in the fields of biotechnology and medical technologies in oncology 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 during MEET2WIN convention 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). 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 18 months 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
- 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 provide maximum visibility for each selected project to enhance sourcing opportunities in alignment with its domain of activity.

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 Unicancer ecosystem, MATWIN partners and 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 & Medtech 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. Both MATWIN and the applicant agree to notify each other of any person or company presenting a major conflict of interest in relation to the project.

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 discussions initiated or agreements entered into as a consequence of the Program, whether during MATWIN support or within 18 months following its completion.

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 MATWIN partner 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 participation

- Participation fees

Participation in the MATWIN Program is subject to a fixed participation fee of **2.000€ for academic projects and 3.000€ for startups or already incorporated companies**, tax ex, if the project is selected by the Preselection committee. The program may be terminated after the first or the second coaching session if the coaches decide unanimously that the project will

not be presented to the MIB. Therefore, the participation fee will be paid in two equal installments: 50% following the first coaching session and the remaining 50% following the second coaching session.

These fees contribute to the costs associated with the support and services provided throughout the MATWIN Program. As an open innovation platform committed to supporting the development of innovative oncology projects, MATWIN makes a deliberate effort to keep the Program accessible by covering a substantial part of its actual cost. Applicants are therefore required to contribute only a limited share of 10.000€, tax ex, actual cost per supported project.

This cost reflects the comprehensive and highly personalised support provided to each project throughout the Program, including in particular:

- Two individual coaching sessions involving a total of four selected experts, chosen according to the specific needs and challenges of each project
 - dedicated mentoring session with a member of the MIB, providing high-level strategic guidance and feedback
 - Free participation in the MEET2WIN Oncology Partnering Convention, providing access to the MATWIN ecosystem and opportunities to interact with leading academic and industrial stakeholders
 - dedicated human resources involved in the organisation, coordination and delivery of the Program, including the preparation of the different sessions, identification and mobilisation of relevant experts and mentors, and close individual follow-up of each supported project throughout the Program
 - Communication (website, events in which Matwin is associated...)
- Partnership Success Fees in Case of Direct Intermediation with MATWIN Partners

Prior to entering the Program, the applicant will be required to sign a specific agreement acknowledging that the actual cost of the MATWIN Program amounts to 10.000€ per supported project.

If, during the MATWIN Program or within 18 months following its completion, the applicant enters into a co-development agreement or obtains funding directly from a MATWIN partner, whether industrial or academic, as a direct result of an introduction, interaction or opportunity facilitated through the MATWIN Program, the applicant agrees to reimburse MATWIN for the full actual cost of the Program, 10.000€.

Such partnerships may be formalized through a signed agreement or a Letter of Intent (LOI) involving Unicancer, a Comprehensive Cancer Center (CLCC) or one of MATWIN's partners. The applicant must therefore keep MATWIN informed of any discussions, negotiations or agreements initiated with MATWIN partners as a consequence of the Program during this period.

Any participation fee already paid (2.000€ or 3.000€, depending on the applicant's status) will be deducted from the 10.000€ amount due, so that the total amount paid by the applicant in connection with the Program does not exceed 10.000€.

- Specific case for academic projects

For academic projects, particularly those supported by a Technology Transfer Office (TTO) or another organization supporting the project, contractual arrangements may be adapted on a case-by-case basis to reflect the project's specific circumstances and evolution.

The initial 2.000€ Program participation fee may, where appropriate, be invoiced to the relevant TTO or other organization supporting the academic project.

Where the academic project is expected to lead to the creation of a startup, the initial agreement may be adapted or amended as necessary to reflect the creation of the new legal entity. In such cases, any reimbursement of the 10.000€

actual Program cost arising under the partnership success fee provisions above shall be borne and invoiced to the startup entity, once incorporated, rather than to the TTO or other organization supporting the academic project.