ITRI 2020 Grant Call in Collaboration with Janssen

- **Sponsors： Janssen Biotech, Inc. (Janssen)**

  Industrial Technology Research Institute (ITRI)

- **Program Objectives and Description**

The purpose of the "ITRI 2020 Grant Call in Collaboration with Janssen" (the "Event") as initiated by Janssen is to integrate breakthrough science with commercial innovations to effectively intercept disease prior to onset, improve patient outcomes and catalyze a new paradigm in healthcare.

Sharing joint interest to advance life science research and development activities in Taiwan, ITRI, with the support of relevant governmental departments, will implement this call for proposal in collaboration with Janssen. This presents a great opportunity for Taiwan's research institutes, enterprises, hospitals, and schools to collaborate with world-class enterprises, and add value to existing technological innovations within Taiwan's biomedical industry. ITRI, together with Janssen, aims to collectively select proposals to receive funding up to an aggregate of one million U.S. dollars (US$1,000,000) (each proposed research plan shall not span more than three (3) years from the date of funding).

- **Applicant Eligibility**

Applicants herein should be companies, foundations, universities, institutions of higher learning (including ITRI's laboratories), hospitals, or other corporations, which are established and existing under the laws of the Republic of China (Taiwan). A cross-team composed of any entities aforementioned is more than welcome. Please note that all Applicants must complete the healthcare compliance screening questionnaire attached hereto as Exhibit A and shall be subject to healthcare compliance screening for eligibility to receive funding.

- **Timetable（expected deadline）**

Proposal Submission Deadline	May 29th, 2020
Decision Notification	August 18th, 2020
Research Agreement Execution	November 21st, 2020

- **Event details can be found at** https://jti.itri.org.tw/index.aspx

- **Topics (Technology Area)**

The Sponsors are seeking proposals that address one of the following focused problem statements and have potential in resolving any one of the below problems:

Focused Disease Areas:

1. Lung Cancer /AI
2. Infectious Diseases
3. Healthy Baby / Big Data
4. Disease Prevention / Big Data / AI

Significant Problems to be studied:

1. Lung Cancer /AI
   - How can people with lung cancer be identified earlier through other than the conventional approaches (i.e. CT medical imaging)
   - How can people with a high-risk to lung cancer be identified and how can these individuals be protected?
   - How can digital therapeutics, such as virtual reality or gamification, potentially reduce the number of people with lung cancers who are smoking?
2. Infectious Diseases
   - What are novel non-vaccine technologies (targeting the virus or the host) which can be used for effective long-lasting prevention of viral respiratory tract infections?
3. Healthy Baby / Big Data
   - How can we predict which infants will get early life diseases, e.g. atopic dermatitis, asthma, allergy before they appear?
   - What new non-invasive devices can be used on infants to help detect / monitor disease?

- What nutritional solutions can be used to help aid in the infant's development?

4. Disease Prevention / Big Data / AI

- What non-invasive devices can be used to help detect changes in an adult health?
- How can wearable devices and sensors monitor the health of an adult?
- What types of home diagnostics can be used to monitor the health of an adult or family?
- In general, how can big data be applied to diagnose disease before it happens?

Proposal Documents:

Please submit your proposal electronically prior to 17:00 by **14th May (Thursday), 2020** to the following email: jtioffice@itri.org.tw. The proposal should be titled "ITRI 2020 Grant Call in Collaboration with Janssen" and should include the following information: applicant's name, proposal title, contact person, principal researcher and his/her position. Please include the following attachments in your Proposal(s):

1. Brief biography of the principal researcher of the Applicant;
2. State of development of the technology under the Proposal;
3. Non-confidential abstract, description and keywords applicable to the Proposal;
4. Proposed application and/or relevance to the Technology Area;
5. Proposed budget (including overhead/indirect costs), in-kind contributions to be made by the applicant, milestones and proposed completion date (based on receipt of requested funds);
6. Completed health care compliance questionnaire set forth in Exhibit A;
7. An affirmative or negative confirmation as to whether Applicant agrees to the material terms and conditions of the Research Agreement set forth in Exhibit B. For the avoidance of doubt, a negative confirmation of the material terms and conditions of the Research Agreement will still be reviewed by the Sponsors;

8. Executed Statement Against Corrupt Practices in the form attached hereto as Exhibit C;
9. Executed Statement of Compliance with Federal Animal Welfare Regulations in the form attached hereto as Exhibit D.
10. Executed "Notification and Consent Regarding Collection, Processing and Use of Personal Information" in the form attached hereto as Exhibit E by Applicant's each member.
11. Statement that the Applicant has no material relationship with a competitor of Janssen or its affiliates, including any J & J affiliate.

➢ Funding Notice

These Proposal Documents will be reviewed by a committee organized by the Sponsors (the "Committee") according to the Application Instructions (please find Application Instructions in "Other References" at https://jti.itri.org.tw/index.aspx). Applicants who enter final election will give an oral presentation in front of the Committee. The date of oral presentation will depend on the review schedule. Please prepare for presentation upon notification.

Selected Proposal will be notified in writing including the approved amount of funding by the **18th of August, 2020**.

➢ Conditions to Funding

The initial installment of funds will be disbursed by the Sponsors for the Selected Proposal following the execution of the Research Agreement which shall incorporate the terms substantially set forth in Exhibits B to D.

➢ Other Specifications

1. Proposals contemplated to be funded by the Sponsors need to be completed within thirty-six (36) months from the date of funding;
2. Applicant may not obtain any other funding to conduct the Selected Proposal without each Sponsor's consent.
3. Research funding provided herein should be used exclusively for the Selected Proposal (overhead/indirect costs must not exceed 10% of the total cost of Selected Proposal).
4. Except as otherwise provided in its Proposal and received by the Committee, Applicant may not engage any subcontractors or collaborators without each Sponsor's consent.
5. Applicant should obtain and maintain adequate insurance to cover any liability arising from its conduct of the Selected Proposal.

6. Each Sponsor may terminate the research program for any reason upon thirty (30) days' notice or immediately at any time if the Sponsors are not satisfied with the progress of the Selected Proposal, or if principal researcher was replaced without each Sponsor's consent.

7. Applicant shall be responsible for any costs and expenses arising from participating in the Event.

8. Proposals will be reviewed by the Committee at the Committee's sole discretion. Sponsors, their affiliates and their respective employees, agents, directors, officers, representatives, contractors, independent consultants, or any other associates, shall not be liable for any Applicant's remedies, damages, penalties, losses, expenses, fees, costs or liabilities of any kind or nature whatsoever, in connection with Applicant's participation in the Event, except to the extent required by applicable laws.

9. Any and all taxes, duties, levies, and fees imposed by any government authority in connection with this Event shall be borne by Applicant.

10. Applicant of Selected Proposal shall set up a separate account (the "Separate Account") to manage the use of all research funding. Applicant agrees to permit any authorized representative appointed by Sponsor(s) to carry out an audit of the Separate Account.

11. Applicant agrees to cooperate with ITRI to abide by all the applicable law of Ministry of Economic Affairs, or Ministry of Science and Technology of Republic of China (Taiwan).

12. Sponsors will need to collect, process, and use Applicant's personal information, including names, office address and other contact information, which may be provided to Sponsors' affiliates and their respective employees, agents, representatives, contractors, independent consultants, and other associates. Sponsors will comply with the provisions of the Personal Data Protection Act ("PDPA") Taiwan, where ITRI acts as a data controller in the processing of personal data in this Event.

13. Applicant is not required to accept terms and conditions on Exhibit B as a condition to applying for the research funding. However, Sponsors will consider whether an Applicant has given an affirmative confirmation when selecting Proposals.

14. In the event of the expiration of the term or any termination of the Research Agreement, all unused funds shall be promptly returned to the Sponsors.

15. The validity, construction, and performance of this Event is governed by the laws of the Republic of China (Taiwan). All claims brought by an Applicant against the Sponsors in connection with the Event or its subject matter that are not resolved by the Sponsors and Applicant through negotiations shall be submitted to the Hsinchu District Court of the Republic of China (Taiwan). For the avoidance of doubt, the terms of the Research Agreement shall govern all relevant disputes arising under such Research Agreement.

16. In the event any detail herein is modified, Sponsors should disclose it on the website https://jti.itri.org.tw/index.aspx, without further notice.

Contact Information

Carol Chiu(邱小容)/Administrator
Industrial Technology Research Institute/ Janssen Taiwan Initiative Office
工業技術研究院/ JTI 計畫辦公室
TEL: 886+3+5913740
E-Mail：jtioffice@itri.org.tw
ADDRESS: Rm.135, Bldg.52, No. 195, Sec. 4, Chung Hsing Rd., Chutung, Hsinchu, Taiwan 31057, R.O.C.

Exhibit A

RESEARCH GRANT CO-FUNDING
HEALTHCARE COMPLIANCE DUE DILIGENCE QUESTIONNAIRE

These questions are designed to demonstrate J&J's compliance intentions regarding its Healthcare Compliance Policies and various potentially applicable laws and regulations.

For the purposes of this Questionnaire:

"Health Care Professionals" or "HCPs" *means:*

1. *All physicians;*
2. *Any other individual, institution or entity with the ability to prescribe, acquire or influence the prescription or acquisition of healthcare products or services at issue, and either of the following:*

    a. *The products at issue are regulated or registered as medicinal products or devices (or their equivalents) in the applicable country; or*
    b. *The products or services at issue are subject to reimbursement by government or third parties; or, are offered for sale with products or services subject to such.*

"Family Members" *means one of the following relationships: mother, father, spouse, civil union partner, sister, brother, son, daughter, grandchild, grandparent, any of the preceding who where applicable, are "step" relatives, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.*

Notes:

1. Please check the boxes for the appropriate answer where the option is provided, or provide the appropriate answer in the space provided.
2. 'You' in the questions below refer to （1）the applicant of this Research Grant Co-funding, or (2) the principal researcher of the proposal which will be submitted to the Event.
3. If there is insufficient space in the right column to provide your answers, please add additional pages as necessary.
4. For listed companies, 'shareholders' in the questions below refer to shareholders holding equal to or more than 10% of stocks or voting rights.

1. Are you participating in this Research Grant Co-funding as an employee of a government-linked entity or a corporate entity?	☐ Government-linked Entity. Please go to Section G. ☐ Corporate Entity. Please go to Section C.

SECTION G – For Participants from Government-linked Entities

2. Which government-linked entity(ies) do you work for? Please list all.	Name of Government-linked Entity: Please go to 3a.
3a. Are you a HCP (Health Care Professional)?	☐ Yes. Please go to 3b. ☐ No. Please go to 4.
3b. If so, please provide the following details. **i. Is the HCP licensed or practicing?** **ii. Area of practice** **iii. Current affiliations (e.g., hospitals, universities, ACOs, formulary committees, procurement committees, product review committees, product advisory committees, Boards, etc.)** **iv. Do you have any influence on the use, recommendation, procurement or approval of J&J products?** **v. Do you have any prior or current relationships with J&J or any J&J subsidiary? (e.g., a paid speaker or consultant to any J&J products, engaged in J&J company sponsored research, engaged in a clinical study funded by a J&J Company, etc.)**	HCP License: ☐ Past ☐ Current Are you currently practicing as a HCP? ☐ Yes ☐ No Area of Practice: Current Affiliations: Do you have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Please go to 4.
4. Are you currently a customer of J&J products or services?	☐ Yes. Please go to 5a. ☐ No. Please go to 5a.
5a. Are any of your family members employees of J&J?	☐ Yes. Please go to 5b. ☐ No

5b. If 'Yes', please provide details.	Name: Relationship:
SECTION C – For Company Participants	

6a. Are there any owners (shareholders or partners) of your company or institution who are HCPs (Health Care Professionals)?	☐ Yes. Please go to6b. ☐ No. Please go to 7a.
6b. If so, please provide the names of these HCPs and details of their economic interest and position with your company. **i. Is the HCP licensed or practicing?** **ii. Area of practice** **iii. % ownership of company** **iv. Current affiliations (e.g., hospitals, universities, ACOs, formulary committees, procurement committees, product review committees, product advisory committees, Boards, etc.)** **v. Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No

vi. **Does the HCP have any prior or current relationships with J&J or any J&J subsidiary? (e.g., a paid speaker or consultant to any J&J products, engaged in J&J company sponsored research, engaged in a clinical study funded by a J&J Company, etc.)** vii. **Will the HCP be involved in this research proposal/project?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No
	Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No Please go to 7a.
7a. Do any HCPs own options to obtain shares in your company?	☐ Yes. Please go to 7b. ☐ No. Please go to 8a.

7b. If so, please provide the names of these HCPs and details of their economic interest and position with your company. **i. Is the HCP licensed and practicing?** **ii. Area of practice** **iii. % ownership of company** **iv. Current affiliations (e.g., hospitals, universities, ACOs, formulary committees, procurement committees, product review committees, product advisory committees, Boards, etc.)** **v. Does the HCP have any prior or current relationships with J&J or any J&J subsidiary? (e.g., a paid speaker or consultant to any J&J products, engaged in J&J company sponsored research, engaged in a clinical study funded by a J&J Company, etc.)** **vi. Will the HCP be involved in this research proposal/project?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No

	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No Please go to 8a.
8a. Do any HCPs hold debt instruments in your company?	☐ Yes. Please go to 8b. ☐ No. Please go to 9a.

8b. If so, please provide the names of these HCPs and details of their economic interest and position with your company. **i. Is the HCP licensed and practicing?** **ii. Area of practice** **iii. % ownership of company** **iv. Current affiliations (e.g., hospitals, universities, ACOs, formulary committees, procurement committees, product review committees, product advisory committees, Boards, etc.)** **v. Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No

vi. Does the HCP have any prior or current relationships with J&J or any J&J subsidiary? (e.g., a paid speaker or consultant to any J&J products, engaged in J&J company sponsored research, engaged in a clinical study funded by a J&J Company, etc.) **vii. Will the HCP be involved in this research proposal/project?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No Please go to 9a.
9a. Are any key personnel (Board members, Officers of the Company, key employees) an HCP?	☐ Yes. Please go to 9b. ☐ No. Please go to 10a.

9b. If so, please provide the names of these HCPs and details of their economic interest and position with your company. **i. Is the HCP licensed and practicing?** **ii. Area of practice** **iii. % ownership of company** **iv. Current affiliations (e.g., hospitals, universities, ACOs, formulary committees, procurement committees, product review committees, product advisory committees, Boards, etc.)** **v. Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No

vi. Does the HCP have any prior or current relationships with J&J or any J&J subsidiary? (e.g., a paid speaker or consultant to any J&J products, engaged in J&J company sponsored research, engaged in a clinical study funded by a J&J Company, etc.) **vii. Will the HCP be involved in this research proposal/project?**	Name: Position in Company: HCP License: ☐ Past ☐ Current Is the HCP currently practicing? ☐ Yes ☐ No Area of Practice: Company Ownership: % Current Affiliations: Does the HCP have any influence on the use, recommendation, procurement or approval of J&J products? ☐ Yes. Please provide details. ☐ No Prior relationships with J&J: Current relationship with J&J (including J&J subsidiaries): Involved with research proposal/project? ☐ Yes ☐ No Please go to 10a.
10a. Are your company owners, partners, shareholders, or key decision makers a Government Official or affiliated with a Government Official?	☐ Yes. Please go to 10b. ☐ No. Please go to 11a.
10b. If 'Yes', please provide name(s) and the individual's(s') position(s).	Name: Position: Government Institution/Agency:
	Name: Position: Government Institution/Agency: Please go to 11a.

11a. Are your company owners, partners, shareholders, key decision makers currently working for a government-owned or a government-linked institution (e.g., a public hospital) which is or could potentially be a J&J customer? Note: This includes providing advisory, consulting or part-time services.	☐ Yes. Please go to 11b. ☐ No. Please go to 12a.
11b. If 'Yes", please provide name of the government-owned or government-linked institution(s).	Please go to 12a.
12a. Are any of the family members of the owners, principals, or board members of your company or your parent company employees of J&J?	☐ Yes. Please go to 12b. ☐ No
12b. If 'Yes', please provide details.	Name: Relationship:

COMPLETED BY	
Signature	
Name	
Date	

Exhibit B

Terms Sheet for Research Agreement and License Option

This term sheet (the "**Term Sheet**") sets forth the basic terms and conditions of the Research Agreement that the applicant ("**you**" or "**Institution**") will be required to agree to with Janssen Biotech, Inc. ("**JBI**") or its affiliate (excluding JBI's affiliates in the People's Republic of China), and/or Industrial Technology Research Institute ("**ITRI**") (together, the "**Sponsors**") and execute as a condition to receiving research funding for the proposed research program.

Please review the basic terms and conditions of the Research Agreement detailed below. By signing the acknowledgement at the end of this Term Sheet, you are indicating that you accept the terms and conditions contained herein, subject to their incorporation together with all other terms and conditions in the Research Agreement. You also acknowledge that this Term Sheet does not contain all the terms and conditions to be included in the Research Agreement and the Sponsors reserve the right to include additional terms and conditions not specified herein in the Research Agreement.

For clarity, you are not required to acknowledge your agreement to the terms and conditions set forth in this Term Sheet as a condition to applying for the research funding. However, the Sponsors will consider whether you have acknowledged and agreed to the terms and conditions set forth in this Term Sheet when selecting potential candidates to receive research funding.

Parties	• JBI or its affiliate (excluding JBI's affiliates in the People's Republic of China) • ITRI • Applicant ("**Institution**")
Research Program	• Institution will conduct the research in accordance with the timelines, milestones, and deliverables set forth in the mutually agreed upon research program. • The parties will establish a joint steering committee, with equal membership from each party, to monitor the progress of the research program, to review research results, and to modify the research program by unanimous decision. • Research funding will be provided in accordance with an agreed-upon budget and payment schedule and will be used exclusively for the research.

	• Institution may not obtain any other funding to conduct the research without each Sponsor's consent. • Except as otherwise provided in its proposals received by selection committee, Institution may not engage any subcontractors or collaborators without each Sponsor's consent. • Institution will obtain and maintain adequate insurance to cover any liability arising from its conduct of the research. • Each Sponsor may terminate the research program for any reason upon thirty (30) days' notice or immediately at any time if the Sponsors are not satisfied with the progress of the research.
Principal Investigator	• Institution will designate a principal investigator to conduct and directly supervise the research program. • Each Sponsor may terminate the research program in the event the principal investigator ceases to be involved in the research program or Institution is unable to find a replacement principal investigator acceptable to each Sponsor.
Research Agreement	
Ownership of Program Technology	• For the avoidance of doubt, JBI does not intend to contribute any technology to Institution to conduct research, provided however, in the event that there is any dispute with regard to whether JBI has contributed technology to a particular Institution or research program, such dispute shall be resolved by binding arbitration pursuant to the Governing Law/Dispute Resolution section below. • Ownership of all technology developed under the research program shall be determined based on inventorship, and for all other technology which inventorship does not apply, will be owned by Institution, except, if JBI provides any technology to Institution to conduct the research, JBI will own any technology that uses, is based on, or is an improvement to any JBI technology (regardless of inventorship, including such technology jointly developed by Institution and JBI, or developed solely by Institution). • Inventorship for purposes of the Research Agreement shall be determined in accordance with United States patent law.

Research License	• Institution grants to JBI a non-exclusive, worldwide, royalty-free, non-transferable, perpetual license under the program technology and related products owned by Institution (the "**Licensed Technology**") to make and use Licensed Technology solely for JBI's internal research or educational purposes (which may include research performed with one or more third party collaborators) (excluding the use of any Licensed Technology in clinical studies and in research sponsored by a business or for-profit entity (or an affiliate of a business or for-profit entity)) and to have any of the foregoing performed on JBI's behalf by a third party service Applicant.
JBI Right of First Negotiation and Trailing Right of First Refusal	• At the conclusion or termination of the research program, Institution will in good faith provide to JBI a data package containing sufficient information to enable JBI to (i) determine whether to exercise its right of first negotiation and (ii) negotiate for itself or its designee or assignee an exclusive, worldwide license to the Licensed Technology (the "**Data Package**"). Institution further agrees that it shall provide any supplemental information requested by JBI to facilitate JBI's determination on whether to exercise its right of first negotiation and to negotiate for itself or its designee or assignee the License. • Right of First Negotiation. Institution grants to JBI, for a period starting from the effective date of the Research Agreement and continuing until the day that is sixty (60) days following the delivery of the Data Package ("**ROFN Exercise Period**"), the exclusive option to negotiate for itself or its designee or assignee an exclusive, worldwide license to the Licensed Technology upon the terms set forth in the License section below ("**License**") (such option, the "**JBI Option**"). For the avoidance of doubt, the Institution and JBI acknowledge and agree that the terms set forth in the License section below are non-negotiable and any negotiations relating to the definitive License shall be limited to those matters not set forth below (subject to written waiver by JBI). In the event JBI exercises the JBI Option during the ROFN Exercise Period by delivery of written notice to Institution ("**Exercise Notice**"), Institution shall negotiate in good faith and exclusively with JBI and/or one or more affiliates of JBI for any such affiliate for a period of one hundred and eighty (180) days from the date of the Exercise

	Notice (the "**Exclusive Negotiation Period**") to enter into a License with the Institution. ○ From the effective date of the Research Agreement and until the expiration of the Exclusive Negotiation Period has ended, Institution may not (i) transfer any Licensed Technology to a third party, (ii) solicit, initiate, continue or engage in any negotiations or discussions (nor disclose or furnish to any other party any information concerning your assets or business in contemplation of a Transaction) relating to Licensed Technology, or consider or respond to any indication of interest, offer or proposal, to enter into any agreement or understanding to consummate a Transaction relating to Licensed Technology, or (iii) enter into any Transaction with a third party relating to Licensed Technology without the prior written consent of JBI. ○ "Transaction" shall mean any transaction (i) which would sell, license, transfer, assign or otherwise make available (A) any Rights in or to any of Institution's significant assets or a significant portion of Institution's assets (including, without limitation, any of the Rights (as defined below)) or (B) any of Institution's capital stock or other equity interest or (ii) which would involve any business combination or merger, in either case, involving Institution or any of Institution's Affiliates in their capacities as such. The term "Rights" shall include all inventions, developments, patents, patent applications, know-how or other proprietary rights or products owned, developed or acquired (whether through license or otherwise) by the Institution related to Licensed Technology. • Right of Last Refusal. For a period of one hundred twenty (120) calendar days following the expiration of the Exclusive Negotiation Period (the "**Tail Period**" and, the last date of such period, the "**Expiration Date**"), the Institution shall not consummate or agree to consummate a Transaction with any other party (a "**Third Party**") without first giving prompt notice

	thereof to JBI in writing (the "**Proposed Transaction Notice**") (i) specifying the pricing, terms, conditions and other material provisions of such proposed Transaction, (ii) identifying the proposed Third Party and (iii) providing a copy of a written agreement in principal or letter of intent setting forth the terms of such proposed Transaction, if any such written agreement or letter of intent exists. In the event that JBI elects to consummate a transaction upon the same pricing, terms, conditions and other material provisions as specified in the Proposed Transaction Notice, JBI shall have thirty (30) calendar days to so notify Institution and Institution shall use all reasonable commercial efforts to facilitate the consummation of such Transaction with JBI and/or its affiliates within sixty (60) calendar days following the receipt of such notification (such sixty (60) day period, the "**Negotiation Period**"). Notwithstanding the foregoing, upon the Expiration Date all rights relating to this Right of Last Refusal shall terminate and any Proposed Transaction Notice period or Negotiation Period, together with all rights to receive Notices, to cause a Negotiation Period to occur and to receive any additional Proposed Transaction Notices based on changes in transaction terms, shall terminate upon the Expiration Date. • The Parties hereby acknowledge and agree that the Parties shall have no obligation (in each party's sole discretion) to enter into a definitive agreement concerning a Transaction. Institution hereby represents and warrants to JBI that the granting of the Right of First Negotiation, Right of Last Refusal and other terms provided herein will not conflict with or infringe upon the rights of any other person or entity.
Termination	• In the event of the expiration of the term or any termination of the Research Agreement, all unused funds shall be promptly returned to the Sponsors.
Governing Law/Dispute Resolution	• The Research Agreement will be governed by the laws of the State of New York. • The parties will resolve any disputes arising from the Research Agreement via arbitration in Hong Kong according to the rules of the Hong Kong International Arbitration Center.
License	

	• Institution will grant to JBI an exclusive, worldwide, royalty-bearing, sub-licensable license under the Licensed Technology to develop, manufacture, and commercialize the Licensed Technology and related products in any field. • JBI and Institution will each appoint an alliance manager to be the point of contact and to coordinate between the parties.
Development and Commercialization	• JBI will, in its sole discretion, determine whether to develop and commercialize the Licensed Technology and related products. • JBI will be solely responsible for all decisions regarding the development, manufacturing, and commercialization of the Licensed Technology and related products. • JBI will pay to Institution certain milestones and royalties as determined by the Parties following JBI's exercise of the JBI Option, subject to customary royalty-reductions for generic entry, loss of patent rights, and third-party obligations. • The royalty term will terminate, on a product-by-product and country-by-country basis, upon the earliest of (i) the expiration of the latest to expire of Institution's patents covering the Licensed Technology, (ii) the expiration of any data exclusivity, or (iii) 10 years after the first commercial sale of a related product. • Institution will have customary audit rights. • Institution will provide customary representations and warranties regarding the Licensed Technology, including non-infringement.
Ownership of Technology Developed Under the Exclusive License	• JBI will own any technology and intellectual property developed in connection with the development, manufacturing, and commercialization of the Licensed Technology and related products and will be solely responsible for filing, prosecuting, and maintaining any patent rights.
Governing Law/Dispute Resolution	• The License will be governed by the laws of the State of New York. • The parties will resolve any disputes arising from the License via arbitration in Hong Kong according to the rules of the Hong Kong International Arbitration Center.

ACKNOWLEDGED AND AGREED

By: _____

Name:

Organization:

Title:

Exhibit C

Statement Against Corrupt Practices

Compliance with Anti-Corruption Laws

Notwithstanding anything to the contrary in the Research Agreement, Applicant hereby agrees that:

(i) Applicant has not and shall not perform any actions that are prohibited by local and other anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable all parties to the Research Agreement;

(ii) Applicant has not and shall not, directly or indirectly, make any payment, or offer or transfer anything of value, or agree or promise to make any payment or offer or transfer anything of value, to a government official or government employee, to any political party or any candidate for political office or to any other third party related to the transaction with the purpose of influencing decisions related to Johnson & Johnson (the "Company"), its affiliates and/or its business in a manner that would violate Anti-Corruption Laws;

(iii) Applicant has not and shall not retain any government official or government employee in the performance of the Research Agreement unless it has been approved by Company and, if necessary, by the competent authority or authorities and such government official's or employee's employer. Furthermore, Applicant shall immediately advise Company in writing in the event Applicant becomes aware that any person engaged in the performance of the Research Agreement becomes a government official or employee, a political party official or a candidate for political office. The requirements of this subsection shall not apply with respect to employees of an Applicant that is a government owned entity;

(iv) Applicant shall designate an individual within its organization to receive training from Company on Anti-Corruption Laws as well as applicable rules on interactions with health care professionals, as mutually agreed to by the parties. Such designated individual shall then provide such training on Anti-Corruption Laws, using applicable training materials to be provided by Company, on at least an annual basis to all persons employed by Applicant who perform work in connection with the Company and interact with government officials or health care professionals in the normal course of their responsibilities. Upon Company's and Applicant's mutual agreement, such training may also be provided directly by Company to such employees of Applicant. Applicant shall also provide such training or training materials to any subcontractors it uses in the performance of the Research Agreement (to the extent the use of such subcontractors by Intermediary is permitted under the Research Agreement.) Any

training and materials provided by Company does not relieve Applicant of any obligations it has independent of the Research Agreement and Applicant shall not rely on Company's training and materials for any such obligations;

(v) Applicant shall certify on an annual basis in a format to be provided by Company that:

a. training and training materials on Anti-Corruption Laws as well as applicable rules on interactions with health care professionals, have been provided to all persons employed by Applicant who perform work for Company and interact with government officials or health care professionals in the normal course of their responsibilities and that it has provided the Company training and training materials to subcontractors used by Applicant in the performance of the Research Agreement;

b. to the best of Applicant's knowledge, there have been no violations of Anti-Corruption Laws by Applicant or persons employed by or subcontractors used by Applicant in the performance of the Research Agreement;

c. personnel of Applicant who may be designated as "Key Personnel" by mutual agreement of Company and Applicant have not changed, except as noted in a schedule attached to the certification provided by Applicant;

d. Applicant has made no changes in its use of subcontractors to perform the services for the Company under the Research Agreement, except as (1) permitted under the Research Agreement and (2) noted in a schedule attached to the certification provided by Applicant; and

e. Applicant has maintained true and accurate records necessary to demonstrate compliance with the requirements of this Exhibit.

(vi) Applicant shall maintain and provide Company and its auditors and other representatives with access to records (financial and otherwise) and supporting documentation related to the subject matter of the Research Agreement as may be requested by Company in order to document or verify compliance with the provisions of this Exhibit; and

(vii) if Applicant fails to comply with any of the provisions of this Exhibit, such failure shall be deemed to be a material breach of the Research Agreement and, upon any such failure, Company shall have the right to terminate the Research Agreement with immediate effect upon written notice to Applicant without Company having any financial liability or other liability of any nature whatsoever resulting from any such termination.

ACKNOWLEDGED AND AGREED

By: _____

Name:

Organization:

Title:

Exhibit D

Statement of Compliance with Federal Animal Welfare Regulations

Notwithstanding anything to the contrary in the Research Agreement, Applicant hereby agrees that:

In the event of a necessary relocation, Applicant must immediately contact JRD.

The Applicant represents and warrants that the procurement, delivery, preparation, supply, housing, care, and disposition of animals or animal tissues used for the purposes stated in the Research Agreement shall be in compliance with all applicable laws, regulations, governmental guidelines, and industry standards with respect to laboratory animal welfare and safeguarding of animal welfare, such as, but not limited to (i) the United States Animal Welfare Act, (ii) the rules and regulations of the National Institutes of Health (NIH), U.S. Department of Agriculture (USDA), or other governmental agencies; (iii) any guidelines, rules and regulations of the European Union and its national regulations; (iv) the Regulations for the Administration of Affairs Concerning Experimental Animals of the country in which Applicant locates and other applicable laws, regulations or governmental guidelines thereof , or (v) the law of any other jurisdiction as may apply.

Applicant shall be the owner of any animals used hereunder at all times and it shall obtain the approval/license/certificate for all activities involving animals from the appropriate Ethics Committee or regulatory authority. Ethics Committee shall mean the ethical committee responsible for overseeing animal care and use, which may include, but is not limited to, the Institutional Animal Care and Use Committee (IACUC) for US companies, an Ethics Committee on Animal Experiments (ECAE), and/or Animal Welfare Body for European companies.

Applicant shall not initiate any activity involving live animals unless the protocol used for the activity has been reviewed and approved by Applicant's Ethics Committee. A copy of such approval decision shall be provided to Janssen upon request.

When live animals are to be used in conjunction with the activity, the Applicant agrees to treat such animals humanely and use only humane and appropriate methods of euthanasia such as those described in the American Veterinary Medical Association (AVMA) guidelines on euthanasia, those established under the EU legislation on the protection of animals used for scientific purposes, or those established under the laws of any other jurisdiction as may apply. The Applicant's failure to abide by these requirements in connection with the delivery of animal related service shall be deemed a material breach and be grounds for Janssen's termination of this agreement.

Applicant represents and warrants that it understands that the Janssen expects its external service Applicants to follow the same standards as described in the J&J Policy on The Humane Care & Use of Animals, which is included in Attachment 1 attached.

If Applicant is AAALAC accredited.

Applicant represents and warrants that the facility where the activities involving animals are being conducted is

AAALAC accredited. Applicant shall maintain its accredited status for the facilities listed within the agreement for the duration of the Research Agreement. Applicant shall immediately notify Janssen if a facility's AAALAC accreditation is not continuously maintained for any reason. Janssen (or Janssen's authorized representative) may inspect the facility where the activities involving animals are being conducted and review Applicant's animal care and use program. Applicant will cooperate with Janssen (or Janssen's authorized representative) during inspection and review.

If Applicant is not AAALAC accredited.

If the facility where the activities involving live animals are intended to be conducted is not currently accredited by AAALAC, Applicant will permit Janssen (or Janssen's authorized representative) access to the facility where the activities are intended to be conducted in order to evaluate the Applicant's animal care and use program. Applicant will cooperate with Janssen (or Janssen's authorized representative) during the evaluation and review.

Reporting

The Applicant agrees to provide a report with animal usage information to Janssen as requested, but no less than once annually. Such report should include all live animals which have been entered into the respective study(ies)/activities in the prior year, and at a minimum will contain at least the name and reference number of the protocol, animal species, number of animals used, start and end date, and the Applicant's contact person. An example of the reporting document is included in Attachment 2 attached. Additional information may be requested as agreed upon by the parties.

ACKNOWLEDGED AND AGREED

By: _____

Name:

Organization:

Title:

ATTACHMENT 1

Johnson & Johnson

Policy on the Humane Care & Use of Animals

Johnson & Johnson have a responsibility to ensure the ethical and humane treatment of animals that are used to

advance patient safety and well-being. The care and use of laboratory animals in biomedical procedures is highly regulated. In general, the regulations govern procurement, housing, feeding, veterinary care, research project review, and require both internal and external inspections. Our companies have clear, well-developed policies and guidelines in place that mandate and drive the ethical and humane treatment of the animals we use, and that promote the use of non-animal alternatives whenever possible. We support and participate in efforts to obtain regulatory acceptance of any alternative testing methods. Our standards for animal care and use meet or exceed all applicable local, state and national laws and regulations.

Our corporation is committed to the "3R" Principles

•• Replacement –Using alternative non-animal systems in place of live animal utilization whenever possible
•• Reduction – Using the minimum number of animals possible to achieve maximum information without compromising animal welfare
•• Refinement – Continually modifying procedures to limit the discomfort and distress to animals

Institutional Animal Care and Use Committee (IACUC)/Ethical Review

•• Proposed Animal studies must be reviewed and approved by an IACUC or equivalent
Ethical Committee.

Personnel Training – Competency

•• Personnel involved with the care and use of animals must be educated, trained, and/or qualified in the principles of animal welfare and compliance to help ensure quality science and animal well-being.

Sourcing Animals & Tissue

•• Live animals, preferably bred and raised specifically for research, and animal tissue used in research and teaching shall be obtained only from appropriate sources.

•• Euthanasia: Only humane and appropriate methods of euthanasia will be used, such as those described in the American Veterinary Medical Association (AVMA) guidelines on euthanasia and those established under the EU legislation on the protection of animals used for scientific purposes.

Teaching & Education

•• Live animals shall only be used when actual participation by the trainee is required to learn a medical or surgical procedure (including proper product usage) where alternate models have been deemed inadequate for the purpose.
•• We are committed to continually seek ways to refine training requirements that yield additional reductions in the use of animals in testing.

Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC)

•• We require that all Johnson & Johnson Animal facilities be AAALAC accredited.

•• Newly acquired non-accredited companies are expected to apply for accreditation

External Service Applicants

•• Johnson & Johnson expects the standards for animal care & use for external service Applicants to follow the same standards as described in this document.

◊ Standards for animal care and use will meet or exceed all applicable local, state and national laws and regulations.

◊ Johnson & Johnson preference is to work with external service Applicants that are AAALAC accredited. In cases where non-accredited external service Applicant use is justified, established Johnson & Johnson procedures must be followed and complied with to assure that such facilities meet Johnson & Johnson standards.

Cosmetics

•• The Johnson & Johnson Family of Consumer Companies does not test cosmetic products or ingredients on animals and we do not ask others to test on our behalf, except in those cases where testing is required by law or government regulations.

ATTACHMENT 2

Institution/CRO **Name, Location,** **Country**	**Contractor's** **Contact**	**J&J Op** **CO**	**J&J** **Contact**	**Protocol /** **Study ID**	**Protocol /** **Study Title**	**Species**	**# of** **Animals**	**Study /** **Activity** **Start** **date**	**Study /** **Activity** **Term date**

Exhibit E

Notification and Consent Regarding Collection, Processing and Use of Personal Information

Notification

In order to collect, process, and use your personal information which you have provided or will provide (hereinafter referred to as "the Personal Information"), based on the reason that you are participating in "ITRI 2020 Grant Call in Collaboration with Janssen", SPONSORS would like to inform you about the following matters:

A. Purposes for collection: Industry-Academy Cooperation Management

B. Classification of the Personal Information: Type for identifying individuals, (For the principal researcher of the Proposal which will be submitted to the Event, "details about your other family members", and "Professional and Technical Personnel Management" may be needed according to Exhibit A.)

C. Time period of the use of the Personal Information: until the purposes for collecting the information no longer exists.

D. Areas of use of the Personal Information: The territory of the ROC and SPONSORS's overseas locations and offices.

E. Users of the Personal Information: SPONSORS as well as government agencies and non-government agencies that have or will have business relations with SPONSORS.

F. Way of the use of the Personal Information: Under the condition that there is no excess of the scope of the purposes for which the Personal Information was collected, the Personal Information may be used on the Internet, in e-mail, in documents, in facsimiles, and in other lawful ways.

G. You may exercise the following rights by raising written request(s):

1. any inquiry and request for a review of the Personal Information;
2. any request to make duplications of the Personal Information;
3. any request to supplement or correct the Personal Information;
4. any request to discontinue collection, processing or use of the Personal Information; and
5. any request to delete the Personal Information.

H. If you do not sign this Notification and Consent Regarding Collection, Processing and Use of Personal Information, SPONSORS may not be able to contact with you.

I. SPONSORS will keep your Personal Information confidential and in proper custody in accordance with the relevant laws and regulations of the ROC.

Consent

I have read and understood the Notification set forth above, and hereby agree that SPONSORS may, within the scope of and in conformity with the contents of said Notification, collect, process and use the Personal Information. This consent may be expressed in the way of an electronic document.

The Party: _____

Name :

Address :

ID Number :

Date :