



## 2023 Emulate Infectious Disease Grant Program: Terms & Conditions

### Eligibility:

- **Employment:** Grant applicant (“Applicant”) must be actively employed or enrolled at a company or institution in a role in which they perform cell biology research. Applicants are subject to certain further eligibility requirements set forth below.
- **Customer status:** Applicant must not be a current user of the Emulate Human Emulation System® at their lab of employment.
- **Lab Equipment:** Applicant must have the lab equipment required to perform Organ-Chip studies, including:
  - Biosafety cabinet
  - CO<sub>2</sub> incubator
  - Bright-field microscope (working distance  $\geq 41.5$  mm)
  - Centrifuge (for 15- and 50-mL conical tubes)
  - Vacuum pump

### Grant Award Scope:

- 1 Grant Winner will be selected and receive the following (“Grant Award”):
  - 1 Zoë-CM2® Culture Module
  - 1 Orb-HM1® Hub Module
  - Hardware installation and scientific training
  - 2 x 24-Pack Basic Research Kits. Each kit contains:
    - 24 Chip S-1® Stretchable Chips
    - 24 Pod® Portable Modules
    - Chip activation reagents
  - Limited warranty for Zoë-CM2 and Orb-HM1 (13 months from time of shipment)
  - Use of the Emulate Human Emulation System® is subject to Emulate’s Standard Terms & Conditions of Sale located at [emulatebio.com/legal](https://emulatebio.com/legal).

### Publication of Project Results:

- Upon completing the research project as described in the submitted Research Proposal (the “Research Project”), the Grant Winner agrees to participate in at least one of the following activities with Emulate relating to the data generated from the Research Project using the Grant Award and Organ-Chips: joint webinar, poster presentation, case study, or blog post.
- The Grant Winner agrees that Emulate will have the right to publicly announce the Grant Winner’s name and Research Project focus, and use anonymized data generated from the Research Project for Emulate marketing material.

## Intellectual Property:

- Ownership of the pre-existing underlying intellectual property of the Applicant remains the property of the Applicant, subject to Emulate's rights to reprint, display, reproduce, perform, use, and exhibit the Application and any results for the purpose of administering and promoting the Program and for Emulate's marketing and advertising purposes.
- Applicant hereby warrants that any application and other materials and information provided by applicant, and any results, are original and do not infringe upon the intellectual property, or other rights of any person or entity.
- By submitting the application, Applicant acknowledges that the information provided will become non-confidential and will remain solely responsible for determining patentability or the advisability of seeking any other intellectual property protection. Any information provided by Applicant that is not marked as confidential shall be considered available for purposes of public education or marketing without further consultation with the Applicant.

## Additional Terms & Conditions:

- Applications must be submitted via the [online submission form](#) before 11:59:59 pm ET on October 15, 2023.
- Emulate reserves the right to select the Grant Winner in its sole discretion.
- Employees of Emulate and their immediate family members are not eligible to participate. Emulate reserves the right to disqualify Applicants who work for organizations that it deems in its sole discretion are direct competitors.
- No substitution or transfer of the Grant Award is permitted, except as allowed by Emulate.
- For any additional hardware or consumables purchases beyond the scope of the Grant Award, standard pricing will apply.
- The Grant Winner is responsible for any local tax liability (city, state, or federal) assessed in connection with receiving the Grant Award.
- Grant Applicants agree that Emulate may process personal data provided as part of application in accordance with Emulate privacy policies. See <https://emulatebio.com/legal> for more information.
- Emulate may require a representative from the Grant Winner organization to sign and return an affidavit of eligibility, release of liability, a publicity release, and other appropriate legal documentation reasonably requested by Emulate.
- These terms and conditions and any action related to this grant program will be governed by the laws of The Commonwealth of Massachusetts without regard to or application of its conflict of law provisions or your state or country of residence.
- All claims, legal proceedings or litigation arising in connection with these terms and conditions and this grant program will be brought solely in the federal or state courts located in The Commonwealth of Massachusetts and all applicants consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. By participating in this Grant Program, each Applicant unconditionally accepts and agrees to comply with and abide by these terms and conditions.
- By applying, Applicants represent that they are not prohibited by employment, law, regulation, funding source, industry code of conduct, or the policies or practices of your institution or employer from participating. This Program is void wherever prohibited.

Please submit any questions about the Infectious Disease Grant Program to [grants@emulatebio.com](mailto:grants@emulatebio.com).