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COOPERATION AGREEMENT BETWEEN THE UNIVERSITAT DE VALÈNCIA AND MERCK FOUNDATION gmbH TO DELIVER THE MASTER DEGREE IN THE BIOTECHNOLOGY OF HUMAN ASSISTED REPRODUCTION AND EMBRYOLOGY (UV-specific qualification), 18th EDITION

PARTIES TO THE AGREEMENT

Of the one part, the Universitat de València Estudi General, having its legal address at Avinguda de Blasco Ibáñez, 13, 46010 Valencia, with fiscal identification number Q-4618001-D and represented herein by its rector, Ms María Vicenta Mestre Escrivá, acting by virtue of Article 94 of the Statutes of the Universitat de València, which were approved by Decree 128/2004, of 30 July, of the Consell de la Generalitat (DOGV 2004/8213), amended by Decree 45/2013, of 28 March, of the Consell (DOGV 2013/6994) and entitled to enter into this agreement by virtue of her appointment by Decree 25/2022, of 11 March, of the Consell DOGV No 9297 of 14.03.2022 (hereafter referred to as “Universitat de València” or “UV”)

Of the other part, Merck Foundation gmbH – with registered office at Frankfurter Straße 250, 64293 Darmstadt, Germany, Tax Number: 007 250 42537, represented herein by Dr. Rasha Kelej, CEO of Merck Foundation gmbH, acting by virtue of her authority as Managing Director, as registered in the Commercial Register B of the District Court of Darmstadt (Handelsregister B des Amtsgerichts Darmstadt) under HRB 96678, and in accordance with its Articles of Association dated 10.04.2017 (hereafter referred to as “Merck Foundation”).

The parties mutually acknowledge that they have sufficient legal capacity to enter into this Agreement and hereby

DECLARE

1. That the Universitat de València (UV), in use of its university autonomy, has the capacity to offer higher education leading to university-specific qualifications, which are different from those qualifications established as official and valid throughout the country.
2. That the UV-specific qualifications are governed by the Academic Regulations for University-Specific Postgraduate Courses and Lifelong Learning of the Universitat de València, approved by the Governing Council on 9 November 2021 (ACGUV 273/2021).
3. That, in accordance with the aforementioned Regulations, on 31 July 2021 the Universitat de València entrusted the management of the UV-specific postgraduate courses to the ADEIT University-Business Foundation, in its capacity as the Universitat de València's agency or technical service, for the purposes of carrying out the management tasks contemplated therein.
4. That Merck Foundation gmbH is a philanthropic organization that aims to improve the health and wellbeing of people and advance their lives through science and technology. Its efforts are primarily focused on improving access to innovative healthcare solutions in underserved communities, building healthcare and scientific research capacity and empowering people in STEM (Science, Technology, Engineering and Mathematics) with a special focus on women and youth. Within the scope of its Statutes



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the Merck Foundation gGmbH serves exclusively public-benefit purposes according to the German Fiscal Code. Further, Merck Foundation provides support for independent medical education activities for Healthcare Professionals such as through a Scholarship for Capacity Building Program. Merck Foundation believes that dissemination of scientific and educational information is a worthy undertaking that is deserving of support. Merck Foundation gGmbH is committed to carrying out such support in an appropriate manner and in compliance with all Applicable Laws.

5. That the Universitat de València and Merck Foundation gGmbH intend to collaborate in the administration of the UV-specific Master of Biotechnology of Human Assisted Reproduction and Embryology of the Universitat de València.

6. That given the general interest of the course and the fact that it is open to the public in general and not restricted to a specific group, this collaboration may take place through a collaboration agreement as referred to in Article 25 of Law 49/2002, of 23 December, on the Tax Regime for Non-Profit Organisations and Tax Incentives for Patronage. This type of agreement allows companies to collaborate with universities in activities of general interest and obliges universities to publicise this collaboration.

Now therefore, they agree to collaborate in the organisation of this educational action according to the following

CLAUSES

1. AIM

The aim of this Agreement is to provide the framework for collaboration between the parties to deliver the 18th edition of the UV-specific Master of Biotechnology of Human Assisted Reproduction and Embryology approved by the Governing Council of the Universitat de València (ACGUV 44/2024) on February 20th, 2024.

The studies leading to the aforementioned qualification will be taught according to the academic programme attached as **ANNEX I** (“Academic Programme”) and will have a workload of 60 ECTS credits.

2. LEADERSHIP AND COORDINATION

The Universitat de València, through the director of the course that is the object of this Agreement, will lead and coordinate the preparation and development of the course defined in Clause 1 to this Agreement and, in short, will assume the corresponding functions in accordance with the Universitat de València's Academic Regulations for University-Specific Postgraduate Courses and Lifelong Learning of the Universitat de València, approved by the Governing Council on 9 November 2021 (ACGUV 273/2021).

3. FUNCTIONS AND OBLIGATIONS OF THE PARTIES

A) UNIVERSITAT DE VALÈNCIA

In addition to the provisions set out in Clause 2, the following are functions of special interest:

1. Safeguard student records.



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2. Carefully select students as beneficiaries for the Program **who meet the admissions criteria outlined for the program course**. Beneficiaries should fulfill the requirements for accessing to the UV-specific Master of Biotechnology of Human Assisted Reproduction and Embryology, 18th edition. The previous mentioned requirements will follow the degree's report description. . Apart from the regular graduate studies application procedure, an applicant's acceptance is subject to the University and Course Director's
3. Register and issue the certificate of the UV-specific qualification that is the object of this Agreement. Also, deliver this certificate to the students enrolled in the course who successfully complete the programme and pay the corresponding fee.
4. Follow the procedures for academic quality assurance in such a way that the content of the course meets the highest quality standards.
5. Mention the collaboration from Merck Foundation gGmbH where applicable.

B) Merck Foundation gGmbH

1. Merck Foundation gGmbH shall pay the Universitat de València the sum of **56.950** euros against invoice issued by the UV, for 10 students' enrolment as a financial contribution for the delivery of the course leading to the UV-specific qualification that is the object of this Agreement.
2. Merck Foundation shall propose potential beneficiaries for the Program to build Embryologists and Fertility experts in developing countries and underserved communities in accordance with the criteria defined by the Merck Foundation before the date of pre-enrolment in the master. In any case, as mentioned in Clause 3, Section 2. the students selected as beneficiaries should fulfill the University de Valencia admissions criteria as specified on its website and degree report.

This amount is intended to cover the costs specified in **ANNEX II** ("Economic Report").

This amount does not cover the fees for issuing the accreditation certificate, which must be paid by the student.

4. PUBLICITY

The Universitat de València undertakes to publicise the collaboration from Merck Foundation gGmbH in the delivery of the course that is the object of this Agreement and will record this collaboration in the documents to be published in relation to the course.

In addition, the parties may make this collaboration public through their websites.

The logos provided by both the entity Merck Foundation gGmbH and by the Universitat de València must be included in all dissemination, communication and promotional material accompanying the activity, both in digital and printed form. Both the entity Merck Foundation gGmbH and the Universitat de València may at any time verify the proper reproduction of their distinctive elements and must therefore approve the way the logos are intended to be reproduced, in good time before any material or communication is disseminated. Merck Foundation gGmbH and the Universitat de València reserve the right to withdraw their logos if their use does not comply with their institutional rules.



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5. JOINT MONITORING COMMITTEE

A joint monitoring committee has been created to supervise the implementation of what has been agreed herein. This Committee is made up of a representative from the Universitat de València and another from Merck Foundation gGmbH. The representatives from each entity are listed in **ANNEX III (“Members of the Joint Monitoring Committee”)**.

Any questions or conflicts that may arise from the interpretation of and compliance with this Agreement will be dealt with by the Joint Monitoring Committee in the first instance.

6. DURATION

This Agreement shall enter into force on the date of the last signature and shall remain in effect until 18th April 2026.

7. CAUSES FOR TERMINATION

Notwithstanding the preceding clause, this Agreement may be terminated early for any of the following reasons:

- a) Mutual consent of the parties.
- b) At the instigation of one party if the other party is in breach of the agreement and fails to remedy the breach within 15 days of being notified.

In any event, the parties agree to complete any activity already under way at the time of termination of the Agreement.

8. AMENDMENTS

This Agreement may be amended by mutual consent in writing at any time prior to its expiration. Any amendments will be incorporated into this Agreement as an addendum.

9. PERSONAL DATA

Cooperation between the signatories involves the transfer and processing of personal data recorded on physical media. Therefore, the parties undertake to comply with the regulations in force on data protection and to implement the necessary measures in each case to ensure that this protection is real and effective.

The Universitat de València, its foundations and associated entities comply with the LOPD (Spanish Organic Law on Data Protection) and the RGPD (European General Data Protection Regulation). The address lopd@uv.es may be used for information, suggestions, requests for the exercise of rights and the amicable resolution of disputes concerning personal data protection. More information at <https://www.uv.es> > “política de privacidad”.

The University of Valencia's Personnel Personal Data. In connection with this agreement, Merck Foundation may be called upon to provide personal data of Students on behalf of the University of Valencia and other University of Valencia's employees and representatives (together “Personnel”). The



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data falls within the scope of the law and regulations relating to the protection of “personal data” as defined in data protection laws applicable to Merck Foundation (“Applicable Data Protection Laws”).

Categories of Personal Data and Purposes of Processing. This personal data may include names, contact information, work experience and professional qualifications, publications, interactions between Merck Foundation and the University of Valencia under this agreement (“Personal Data”). Merck Foundation processes such Personal Data for the performance of this agreement.

Data Sharing. Merck Foundation may share Personal Data:

- with its service providers that process Personal Data on its behalf and according to its instructions.

- with other affiliated companies for the purposes set forth in this agreement. Recipients of Personal Data according to this Section may also be established in countries outside the EU or the European Economic Area (“EEA”). Where Personal Data is transferred outside the EU or the EEA, such transfer is subject to an adequate protection, especially by the use of EU Standard Contractual Clauses.

Information requirements. The University of Valencia shall inform the effected Personnel about processing of their Personal Data by Merck Foundation, its affiliated companies and service providers so that Merck Foundation and affiliated companies comply with their information requirements under Applicable Data Protection Laws towards Personnel.

Compliance with Data Protection Laws. the University of Valencia shall at all times comply with Applicable Data Protection Laws when processing Personal Data in connection with this Agreement.

Retention Periods. The Personal Data related to this agreement will be stored for as long as it is required for the purpose outlined in this agreement. Besides that, Personal Data will be stored to comply with the relevant statutory retention periods such as applicable national commercial or tax laws.

And for the record, the parties sign this document, at the place and date indicated above. Each party acknowledges and agrees that its electronic signature included in the agreement is intended to authenticate this document and to have the same force and effect as manual signatures and, therefore, each party agrees to be bound by the full terms and conditions contained in this document and understands that it becomes legally binding. Only the electronic signature’ owner can append their electronic signature, and that responsibility cannot be delegated to anyone else. The agreement and any information contained herein will not be stored by Adobe E-sign system only but by Merck Foundation gGmbH, Darmstadt (Germany) and its relevant subsidiaries according to the applicable data privacy protection’ legislation.

10. ETHICAL PRACTICE

The parties agree to conduct this Agreement in accordance with the highest standards of ethical conduct. For that, the Universitat de València declares and guarantees that the signing of this Agreement and its subsequent implementation will in no case serve as an instrument or reason to favour or unduly influence the Merck Foundation gGmbH in the future in any decisions that the Universitat de València and/or its managers may make and that could affect the Merck Foundation gGmbH. Likewise, the Merck Foundation gGmbH undertakes not to use the signing of this Agreement as a competitive advantage in



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future decisions that the Universitat de València and/or its managers may make and that could affect Merck Foundation gGmbH.

University of Valencia and Merck Foundation shall comply with the laws, rules, regulations and ordinances governing the activity contemplated by this agreement, including but not limited to any applicable anti-corruption laws.

The Merck Foundation intends to conduct its activities in accordance with environmental, labor and social standards and to abide by the standards set forth in the Merck Code of Conduct and the Merck Human Rights Charter (available at <https://www.merckgroup.com/en/company/responsibility/regulations-and-guidelines.html>).

11. TRANSPARENCY

In accordance with the provisions of Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance, and of Law 1/2022, of 13 April, on Transparency and Good Governance of the Valencian Community, this Agreement may be made available to citizens.

12. LEGAL FRAMEWORK

This cooperation agreement is of an administrative nature and is exempt from the application of Law 9/2017, of 8 November, on Public Sector Contracts, as the object of this Agreement is not included in the contracts regulated therein.

This Agreement does not create a separate legal person and joint action is governed by the following rules:

1. Each party is solely liable for its obligations under this Agreement.
2. Property contributed by one of the parties for the purpose of implementing the agreement does not become common property and therefore its owner shall continue to exercise the right of ownership.

13. DISCREPANCY

The Universitat de València and Merck Foundation gGmbH must always act in accordance with the principles of good faith and efficiency.

Any conflicts arising from this Agreement must be settled amicably by the parties via the joint committee. In case of inconsistency of interpretation, the English text shall prevail over the other language texts.

To confirm their agreement with the terms outlined above, both parties shall sign and exchange fully executed copies of this document, as of the date specified herein.

For the Universitat de València

For Merck Foundation gGmbH

Ms M^a Vicenta Mestre Escrivá

Dr Rasha Kelej
CEO Of Merck Foundation gGmbH

Valencia, May 29., 2025

May 27, 2025

Rector



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Dimple Shastri

**Senior Programs and Projects Manager &
Quality Assurance Manager**

May 27, 2025

ANNEX I.- Academic Programme



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Human Reproduction Physiology

Oogenesis, Spermatogenesis and their Deficiencies

Fertilization, embryo development and techniques to obtain in vivo produced embryos

Sterility

Basic Research in Assisted Reproduction

Basic Techniques in Assisted Reproduction

The Andrology Laboratory

In Vitro Fertilization Laboratory

Sex Determination Techniques

In Vitro production of embryo. Embryo culture.

Cryobiology. Preservation of maternal and paternal inheritance. Embryo preservation+

Embryo Quality Improvement

Multiplication of embryos and gametes+

Preimplantation Genetic Testing Laboratory

Stem Cells

Legal and ethical considerations of Assisted Human Reproduction

Master's Final Project



ANNEX II: Economic Report

Amount provided	€56.950
Description	Financial contribution to cover 10 enrollment's fees for students for the master's degree in the Biotechnology of Human Assisted Reproduction and Embryology as part of the Merck Foundation. More than a Mother Program to build Embryologists and Fertility experts in developing countries and underserved communities as pati of Merck Foundations scientific contribution to society.



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ANNEX III: Members of the Joint Monitoring Committee

The Universitat de València designates Nicolás Garrido Puchalt, in his capacity as co-director of the master's degree.

Merck Foundation gGmbH designates Dr. Rasha Kelej in his capacity as CEO of Merck Foundation gGmbH.