

COOPERATION AGREEMENT FOR THE UV-SPECIFIC MASTER DEGREE IN THE BIOTECHNOLOGY OF HUMAN ASSISTED REPRODUCTION AND EMBRYOLOGY 14th EDITION, BETWEEN THE UNIVERSITAT DE VALÈNCIA AND MERCK FOUNDATION gGmbH

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 41/2018, of 6 Abril, of the Consell (DOGV 2018/8270)

Of the other part, Merck Foundation gGmbH, represented herein by Dr. Rasha Kelej, CEO of Merck Foundation gGmbH, (hereafter referred to as "Merck Foundation")

The parties to this agreement 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, different from official qualifications which are valid throughout the country.
2. That the UV-specific qualifications are governed by the Universitat de València's Regulations on University-Specific Postgraduate Courses, approved by the Governing Council on 29 September 2015 (ACGUV 205/2015).
3. That, in accordance with the aforementioned Regulations, on 31 July 2015 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 resource and technical service, for the purposes of carrying out the management tasks contemplated therein.
4. That Merck Foundation is an institution 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 the Merck Foundation 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 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 intend to collaborate in the administration of the UV-specific master of Biotechnology of Human Assisted Reproduction and Embryology.
6. That given the general interest of the activity and being a open to the general public and not restricted to a specific group degree, this collaboration can take place through a collaboration

agreement referred to in Article 25 of Law 49/2002 of 23 December on the Tax Regime of Non-Profit Organizations and Tax Incentives for Patronage. This type of agreement allows companies to collaborate in activities of general interest with universities, which are obliged to disseminate the collaboration.

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

CLAUSES

ONE. – AIM OF THE AGREEMENT

The aim of this agreement is to provide the framework for collaboration between the parties to implement the studies leading to the UV-specific Master of Biotechnology of Human Assisted Reproduction and Embryology, 14th edition, during the academic year 2020-21 as approved by the Governing Council of the Universitat de València (ACGUV 42/2020) on March 10th, 2020.

The studies leading to the aforementioned qualification will be taught in a blended format, according to the academic programme attached as Annex I to this agreement and will have a workload of 60 ECTS credits.

SECOND.- LEADERSHIP AND COORDINATION

The Universitat de València, through the director of the course, will lead and coordinate the preparation and development of the course and, in short, will assume the corresponding functions, in accordance with the Universitat de València's Regulations on University-Specific Postgraduate Courses (ACGUV 205/2015 of 29 September).

THIRD.- OBLIGATION OF THE PARTIES

A) UNIVERSITAT DE VALÈNCIA

In addition to the established in the second clause, the Universitat de València shall be responsible for:

- 1.- Safeguarding student records.
2. Carefully select students as beneficiaries for the Program who meet the eligibility 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, 14th edition. Those requirements are the following: applicants must have a minimum of a Bachelor's Degree (in a clinical or scientific subject related to the field of reproduction or clinical embryology). Apart from the normal graduate studies application procedure, an applicant's acceptance is subject to the University and Course Director's
- 3.- Registering and issuing the certificate, as well as its delivery to the students who have obtained the total of the credits that integrate it, previous payment of the corresponding fee.
- 4.- Conducting the academic quality control procedures assuring that the content of one's degree meets the highest quality standards.
- 5- Citing the collaboration of Merck Foundation in this own title as well as in the documentation related to it.

B) Merck Foundation shall be responsible for:

1.- Making the economic contribution for the realization of the own degree object of the present agreement, the amount of 113,900,00 euros, which will be paid in a single instalment to the University of Valencia, within 30 days after signing of this Agreement and receipt of the invoice issued by the University of Valencia. This amount is intended to cover the expenses specified in Annex II ("Economic Report").

2.- Selecting the students that will be beneficiaries for the Merck Foundation Capacity Advancement Program to build Embryologists and Fertility experts in developing countries and underserved communities in accordance with the criteria defined by the Merck Foundation. In any case, the students selected as beneficiaries should fulfill the requirements for accessing to the UV-specific Master of Biotechnology of Human Assisted Reproduction and Embryology, 14th edition.

The criteria of the Merck Foundation Capacity Advancement Program to build Embryologist and Fertility Experts in Developing Countries and Underserved Communities are specified in the Annex II. Those criteria will be objective and specific based on equality, merit and ability.

Merck Foundation will notify to UV the students selected before the date of pre-enrolment in the master.

The parties to this agreement agree that the amount mentioned above does not cover the fees for issuing the certificate by the University of Valencia, an amount annually determined the Autonomic Government and that such certification cost for students who are beneficiaries of the cooperation to which this agreement relates, which will be assumed by the Merck Foundation upon request of the University of Valencia and submission of an invoice.

University of Valencia agrees that any amounts provided or resulting hereunder shall not be received as a reward or in exchange for University of Valencia and/or any third party for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering any Merck Foundation' or its affiliate' products, or to induce University of Valencia and/or any third party for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering any Merck Foundation or its affiliate' products in the future.

FOURTH.- PUBLICITY

The University of Valencia is committed to publicize the collaboration of Merck Foundation in the realization of the object of this Agreement, in all the documents related to it.

Furthermore, the parties may make this collaboration public through their web pages.

The logos provided by both Merck Foundation and the University of Valencia should be included in all the elements of communication and promotional material that accompany the activity, both in its digital and printed versions. Both Merck Foundation and the University of Valencia may verify at any time the correct reproduction of their distinctive elements, so they must approve, in advance, before the dissemination of any material or communication, the way in which they intend to reproduce their logos. Merck Foundation and the University of Valencia reserve the right to withdraw their logos if their use does not comply with their institutional regulations.

FIFTH.- JOINT MONITORING COMMITTEE

For the purposes of supervising the implementation of what has been agreed in this document by the parties and of resolving any problems that may arise from its interpretation and compliance, a joint monitoring committee is created, made up of a representative designated by

the Universitat de València and another designated by the Merck Foundation. The members of this committee are listed in Annex III to this agreement.

SIXTH.- TERM

The duration of this agreement will coincide with the duration of the master itself, which is the object of this agreement. This agreement will be effective upon signature and the term of this agreement shall end March 31th 2022.

SEVENTH.- CAUSES FOR TERMINATION

This agreement may be terminated for any of the following reasons:

- a) By mutual agreement of the signatory parties.
- b) At the initiation of one of the parties by giving the other party no less than three months' express written notice.
- c) For breach of the agreement by one party. The University of Valencia and Merck Foundation shall strictly comply with all applicable laws, rules, regulations and ordinances with respect to its obligations under this agreement and it shall obtain and maintain all releases, permissions and licenses necessary for it to fulfil its obligations under this agreement. In case of any party breaches of the agreement, the other party shall have the option to terminate the agreement with no obligation whatsoever on this party.

In any case, the parties undertake to complete the actions already initiated at the time of notification of termination, during the period of time specified in the sixth clause of this agreement.

EIGHTH.- AMENDMENTS

This agreement may be amended by mutual consent, in writing, at any time prior to its termination and amendments shall be incorporated as an addendum hereto.

This agreement, including the funding application filed by the University of Valencia as attached as part of Annex II, which is hereby incorporated by reference, is the entire agreement between the parties relating to the subject matter hereof. No agreement modifying or waiving any provision of this agreement shall be binding unless made in a writing that references this agreement and is signed by both Parties. Facsimile signatures shall have the same effect as originals.

NINETH.- ETHICAL PRACTICES; COMPLIANCE

The parties agree to execute the Agreement in accordance with the highest standards of ethical conduct. In view of the above, the University of Valencia declares and guarantees that the signing of the Agreement and its subsequent development will in no case serve as an instrument or reason to favour or unduly influence the collaborating entity in the future in any decisions that the University of Valencia and/or its managers may take and that may affect the collaborating entity. Likewise, the collaborating entity agrees not to use the signing of this agreement as a competitive advantage for future decisions that the University of Valencia and/or its managers may take and that could affect the collaborating entity.

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>).

Merck Foundation expects from its partners to share Merck Foundations's commitment to high standards of ethical and legal behavior. Both parties consider the core compliance principles and the content of their compliance standards as comparable and hereby confirm, that they will adhere to their respective standards.

In addition to any other rights the Merck Foundation may have under this agreement, if the University of Valencia notifies the Merck Foundation of, or the Merck Foundation otherwise has a reasonable suspicion of, the occurrence of a breach of the foregoing, the Merck Foundation may inspect or have inspected by an independent auditor the premises, books and records of the University of Valencia relevant to such breach for the purpose of ensuring compliance by the University of Valencia of its obligations under this section. The University of Valencia shall promptly notify the Merck Foundation in writing of such occurrence.

Should the Merck Foundation gain sufficient evidence that the University of Valencia or any person acting for or on behalf of the University of Valencia are in breach of the foregoing, the Merck Foundation may terminate this agreement immediately by written notice to the University of Valencia.

TENTH.- TRANSPARENCY

This agreement may be made available to citizens, pursuant to the provisions of Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance and Law 2/2015, of 2 April, on Transparency, Good Governance and Citizen Participation of the Valencian Region; all of the foregoing in the terms and conditions established under such regulations.

The University of Valencia consents that Merck Foundation and its affiliated companies may publicly disclose payments and transfers of value to the University of Valencia and its affiliated companies. Disclosure may consist of aggregate payments, dates, and purposes (without disclosing names of employees of the University of Valencia) or specific payments, dates, purposes, and names of employees of the University of Valencia and affiliated companies. Where required by mandatory laws, the University of Valencia will provide consent in a separate form.

ELEVENTH.- LEGAL REGIME

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

This agreement does not originate an independent legal entity and the coordinated action is governed by the following rules:

1. Each of the parties is exclusively liable for its obligations under this agreement.
2. The assets contributed by any of the parties for enforcement purposes shall not become common property and, therefore, its owner shall continue with the exercise of the right of ownership.

TWELFTH.- DISCREPANCIES

The University of Valencia and Merck Foundation will collaborate at all times in accordance with the principles of good faith and efficiency.

Any discrepancy that may arise between the parties in relation to this Agreement will be resolved amicably by the parties through the joint monitoring committee. Notwithstanding, this agreement and all claims related to it shall be governed by the laws of Germany, without regard to its choice or conflict of law provisions.

If any provision of this agreement is held to be invalid, void, or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Laws, and the remaining provisions of this agreement shall remain in full force and effect.

THIRTEENTH- DATA PRIVACY

Data Protection

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 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 (i) with its service providers that process Personal Data on its behalf and according to its instructions and (ii) with other affiliated companies for the purposes set forth in Section 14.2. Recipients of Personal Data according to this Section 14.3 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. To this end, the University of Valencia can use the template attached as Exhibit C.

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 set forth in Section 14.2. 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, in duplicate and for one purpose only, 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.

By the Universitat de València

By Merck Foundation gGmbH

Signed.: Ms. M^a Vicenta Mestre Escrivá



Valencia, 14/06/2021

Signed.: Dr. Rasha Kelej

Title: CEO of Merck Foundation gGmbH

27./05/2021

Signed.: Dimple Shastri

Title: Senior Programs and Project Manager

Quality Assurance Manager

30./05/2021

ANNEX I.- Academic program

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

Andrology Laboratory

In Vitro Fertilization Laboratory

Sex Determination Techniques

In Vitro Production of Embryos. Embryo Culture

Cryobiology. Preservation of Maternal and Paternal Inheritance. Embryo Preservation

Embryo Quality Improvement

Multiplication of Embryos and Gametes

Preimplantation Genetic Screening Laboratory

Stem Cells

Breakthroughs and Latest Research in Human Reproduction.

Final Masters Work

ANNEX II: Economic report

Amount provided	67,000€
Description	Scholarship grant for the enrollment of 10 students for the Online Master Degree in the Biotechnology of Human Assisted Reproduction and Embryology as part of the Merck Foundation Capacity Advancement Program to build Embryologists and Fertility experts in developing countries and underserved communities as part of Merck Foundations scientific contribution to society

ANNEX III: Joint monitoring committee

At the Universitat de València, Nicolás Garrido Puchalt, acting as director has been appointed.

At Merck Foundation, Dr. Rasha Kelej, acting as CEO of Merck Foundation gGmbH has been appointed.