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# Boehringer Ingelheim and University of Texas Arlington Innovation Prize 2024

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Established in Boston in 2015 and jointly sponsored by Boehringer Ingelheim and the Boehringer Ingelheim Venture Fund, the Innovation Prize facilitates business growth, allowing recipients to focus on developing the next generation of breakthrough medicines. Shortlisted applicants are invited to present their ideas in a poster session, from which a final short-list is selected to pitch their ideas to a panel of judges. Since its inception in 2015, more than 20 companies have been awarded prizes with a value of more than \$1,000,000.

Boehringer Ingelheim and the University of Texas Arlington will award one "Innovation Prize" (or "Award"). The Innovation Prize provides one year of BioLabs membership plus access to a dedicated laboratory bench and a desk at BioLabs Pegasus Park in Dallas, TX. The Innovation Prize will be awarded to a life science startup company ("Award Recipients") working on research and development.

Key Dates for the Innovation Prize Contest:

- **Sept. 3, 2024** -- Applications open
- **Sept. 30, 2024** -- Deadline for application submission\*
- **Oct. 9, 2024** -- Finalists will be notified and invited to present a poster
- **Oct. 30, 2024** -- Final Pitch Event

By applying, each participating entity ("Applicant") acknowledges that it has read the official Terms and Conditions below and that it fully agrees to and accepts them.

\*Sponsor reserves the right to extend the application period.

## Innovation Prize Terms and Conditions

### 1. Eligibility

- a. An Award is open to life science startup companies located in, and formed under the laws of the United States (no visa sponsorships will be issued for individuals). Applicants wishing to apply for an Award must:
  - i. Be an early-stage startup focused on new target concepts or drug discovery in any therapeutic indication. Please note that CROs, diagnostics, instrument development, and health-IT are excluded;
  - ii. Submit a single complete application, including a non-confidential pitch deck as specified herein;
  - iii. Be scientifically and financially ready to physically use BioLabs' membership and dedicated laboratory bench and desk space;

- iv. Not be a party to any existing agreements that would prevent it from accepting an Award;
  - v. Be comfortable working in a shared lab facility, and agree to conduct operations per Biolabs' established policies and procedures; and
  - vi. Be aware that working with Radioactive materials is prohibited on the site premises.
  - vii. Be aware that they cannot bring in, house or work with any animals on the site premises.
  - viii. Represent and warrant that the Applicant has read and agrees to follow these Terms and Conditions.
- b. Those not eligible to participate in the competition include employees, contractors, officers, or directors of Boehringer Ingelheim, including any immediate family members or any individual residing in the household of a Boehringer Ingelheim employee, officer, or director (whether or not related); academic institutions; government agencies; or individuals who are under eighteen (18) years old.
- c. Applicants who are health care professionals (HCPs) are obliged to disclose such information to Boehringer Ingelheim and may be required to sign a separate agreement to ensure compliance with any Boehringer Ingelheim policies regarding HCP interactions. Boehringer Ingelheim will report any transfer of value to an HCP in accordance with local, state, or federal laws. Any transfer of value may be subject to additional local and state regulations.
- d. All federal, state, and local laws and regulations apply, and an Award is void where prohibited by law.

## **2. Innovation Prize Application and Selection**

- a. Boehringer Ingelheim is sponsoring one Award for BioLabs Pegasus Park.
- b. Application period starts on Sept. 3, 2024. To be considered, Applications must include: 1. the Application Form, and 2. a non-confidential pitch deck.
- c. Applications must be submitted online by 11:59 pm EST on Sept. 27, 2024. Any submissions received after such date and time will not be considered, except at Boehringer Ingelheim's sole discretion.
- d. By applying, each Applicant, all of Applicant's team members, employees, contractors, owners, investors, agents, directors, officers, and any other affiliated individual or company with Applicant, agrees to these Terms and Conditions.
- e. Applications may not contain material or information that violates or infringes a third party's rights including without limitation any privacy, publicity, trade secret, confidential, or intellectual property rights. Boehringer Ingelheim reserves the right to disqualify any Applicant if the Innovation Prize Selection Committee determines that the Application does not meet the requirements of these Terms or includes prohibited information.
- f. Boehringer Ingelheim is not responsible for any lost, illegible, stolen, late, damaged, misplaced, or misdirected Applications.
- g. All costs incurred by the Applicant in preparing and submitting an Application and/or presenting to Boehringer Ingelheim are the sole responsibility of the Applicant.

- h. Applications become the property of Boehringer Ingelheim and BioLabs, are not deemed to be confidential information and cannot be acknowledged or returned.

### 3. Judging Criteria and Judges

- a. Qualified experts from Boehringer Ingelheim ("Judges") will assess and triage Applications in a thorough initial screening.
- b. During Application review, Boehringer Ingelheim or BioLabs may contact Applicants for additional information. If contacted, Applicant must respond in a timely manner to such request to remain eligible for an Award.
- c. Judges will select a set of finalists who will then be invited to present their technology to the Innovation Prize Selection Committee during a final Pitch Event on or about Oct. 9, 2024. Pitch Event Judges are members of Boehringer Ingelheim and BioLabs Leadership. The Pitch Event will be held in person on Oct. 30, 2024. Further information on the pitch event will be distributed following the selection of the finalists.
- d. All Decisions of the innovation Prize Selection Committee shall be final and binding on all Applicants and cannot be challenged in any manner.

### 4. Inclusion/exclusion criteria

- a. Applicants must be found and have their principal place of business in Texas, preferably in the Dallas area and willing to occupy BioLabs Pegasus Park.
- b. Applicants cannot be capitalized over \$2 million.
- c. Applicant must not have a partnership with one of the top 20 pharma companies based on annual revenue.
- d. Applicants must be focused on new target concepts or drug discovery in any therapeutic indication.
- e. Applicants must meet BioLabs' and the selected BioLabs site's criteria for resident company membership as listed in the Eligibility section.
- f. Applicant must be ready to move into lab space at the selected BioLabs site location shortly after receiving an Award (subject to site availability)
- g. Please note that CROs, diagnostics, instrument development, and health-IT companies are not eligible to participate in this competition.

### 5. Award

- a. An Award consists of one (1) year of membership plus access to a dedicated lab bench and desk for one individual at the chosen BioLabs location. Membership includes access to a fully equipped lab, office, conference, meeting rooms, and stocked cafe, and to many networking and social events with academic researchers, the greater biotech community, as well as scientific and business leaders from around the country.
- b. An Award covers the cost of the use of one bench space and one desk space at BioLabs for one year, inclusive of the above-listed benefits. Any other expenses incurred are not covered by this Agreement and will be the responsibility of the Award Recipient.

- c. An Award is non-transferable and cannot be exchanged for cash or any other prize.
- d. An Award is "AS IS" and WITHOUT WARRANTY OF ANY KIND express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- e. Award Recipients are solely responsible for the payment of all relevant federal, state, and local taxes and for providing Boehringer Ingelheim with any information needed to comply with its relevant tax reporting obligations. All charges and expenses related to delivery, acceptance, and use of an Award are solely the responsibility of the Award Recipients, including without limitation: taxes, insurance, transportation, fees, room and board, and any other expenses incurred other than the cost of use of the bench and desk space for one (1) year.

## **6. Conditions of Award**

- a. Boehringer Ingelheim and/or BioLabs will announce the Award Recipient(s) after the final pitch event and will make any further announcement(s) on its website and social media sometime thereafter. Boehringer Ingelheim and/or Biolabs will follow up with any Award Recipient(s) through a formal communication using the email and/or phone number provided.
- b. Before granting an Award to a potential Award Recipient, Boehringer Ingelheim and Biolabs reserve the right to determine the eligibility of potential Award Recipient to the Award grant; to require the potential Award Recipient to confirm evidence of its eligibility; to require the potential Award Recipient to enter into an agreement with Boehringer Ingelheim and/or BioLabs regarding the terms and conditions of its use of the Award; to confirm the potential Award Recipient's agreement to and compliance with these Rules, and the execution of documents required by these Terms and Conditions with Boehringer Ingelheim or BioLabs.
- c. Award Recipient must agree to the terms and conditions that BioLabs requires for users of BioLabs' bench spaces to be eligible to receive an Award.
- d. Boehringer Ingelheim and BioLabs have the ultimate discretion and authority to terminate or decline an Award to any Award Recipient including, without limitation, an Applicant that is not compatible with or does not meet the criteria consistent with Boehringer Ingelheim and BioLabs' mission or fails to execute an acceptable agreement with Boehringer Ingelheim and/or BioLabs.
- e. Boehringer Ingelheim and the selected Finalist will execute any such further agreements as may be necessary or advisable.

## **7. Acceptance of Award**

- a. In addition to the announcement at the final pitch event, BioLabs will send an official letter to the winning applicant(s) after the winner(s) is announced at the final pitch event.
- b. Official letter will be sent to the winner using the email or mailing address provided on the application form
- c. The winning Applicant must accept its Award in writing within seven days of notification received by Biolabs.
- d. Notification of acceptance must be sent by email to the following addresses:
  - If by e-mail: [geverett@biolabs.io](mailto:geverett@biolabs.io) and [susan.davidson@boehringer-ingelheim.com](mailto:susan.davidson@boehringer-ingelheim.com)

- e. Upon acceptance of an Award, the winning Applicant must take up its residency at BioLabs within six months of accepting the award. by April 30, 2025 (subject to availability at selected BioLabs site).
- f. In the event that the winning Applicant does not accept its Award in writing within seven days, Boehringer Ingelheim and BioLabs reserve the right to select a new winning Applicant from the Finalist pool.
- g. Upon acceptance of an award, the winners will be announced on BioLabs social media.

## **8. Privacy Policy**

- a. Personal information collected during the contest may be used or disclosed by Boehringer Ingelheim and its affiliates, as stated in these Terms and Conditions, for purposes of contest administration, Award Recipient identification and qualification, Award Recipient notification and prize award, and otherwise as described in [Boehringer Ingelheim Privacy Policy](#).

## **9. Publicity Release**

- a. Each Applicant and Award Recipient, as well as its representatives, consent to the use of their name, photograph, likeness, biographical information, and voice for promotional purposes and in advertising worldwide by Boehringer Ingelheim and BioLabs without approval rights or additional compensation, except where prohibited by law.

## **10. Acknowledgements and Releases**

- a. BOEHRINGER INGELHEIM AND BIOLABS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF USE OF AN AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF AN AWARD.
- b. By applying, Applicant also agrees and acknowledges that all research disclosed in the Application and in connection with the review of the Application, not otherwise covered by a confidentiality agreement, including any ideas, inventions, patents, suggestions, concepts, copyrights, and any other information will be publicly disclosed, will be reviewed and available to Boehringer Ingelheim and BioLabs, and may be available to a third party. As such, Applicant agrees to waive all rights, claims, and any cause of action Applicant may have against Boehringer Ingelheim or BioLabs (including either company's parents, affiliated entities, advisors, agents, licensees, employees, contractors, directors, and officers) related to any ideas, suggestions, and/or concepts contained in the Application and/or the review process.
- c. By applying, each Applicant agrees to be bound by these Terms and Conditions and by Boehringer Ingelheim decisions regarding finalists and Award Recipients, which will be final in all respects. Each Applicant releases and holds harmless Boehringer Ingelheim, BioLabs, and each of their respective parent companies, subsidiaries, and affiliates, each of their respective officers, directors, employees, representatives, and agents, their respective successors and assigns, and those acting under their permission, from any claim that Applicant may have concerning its submission of an Application, participation in an Award, receipt of an Innovation Prize, or otherwise in connection with an Award, including without limitation Boehringer Ingelheim's use or publication of the Applicant's Application or the

information contained therein.

#### **11. Indemnification and Limitation of Liability**

- a. Applicant agrees to indemnify Boehringer Ingelheim and BioLabs in the event of any damages (including reasonable attorneys' fees) concerning its participation in the Competition and its acceptance and use of the Innovation Prize.
- b. Applicant further indemnifies Boehringer Ingelheim and BioLabs for any damages (including for reasonable attorneys' fees) connected to any claim for misappropriation or infringement resulting from (i) Applicant's infringement of any third-party intellectual property; (ii) Boehringer Ingelheim's mentoring of Applicant; or (iii) Boehringer Ingelheim's involvement with any idea, invention, information, or materials comprised in an Application.
- c. Applicant recognizes that Boehringer Ingelheim may currently, or in the future, be developing ideas, concepts, solutions, or information like those in an Application. Nothing herein prohibits Boehringer Ingelheim from independently acquiring, developing, or having developed products, concepts, systems, services, or techniques like, or competitive with, the products, concepts, systems, or techniques envisioned or embodied in an Application.
- d. Each Applicant acknowledges that Boehringer Ingelheim and BioLabs will rely on this provision, potentially at substantial cost, and each Applicant agrees not to assert any claim against anyone relating to the contest, an Award, or an Innovation Prize. The remedy for any claim is limited to actual damages, and neither Boehringer Ingelheim nor BioLabs will be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, any liability of Boehringer Ingelheim or BioLabs is limited to the retail value of any Innovation Prize received by the Award Recipient.

#### **12. Governing Law and Venue**

- a. These Terms and Conditions and the Application will be construed and governed by the laws of the State of Texas, without regard to conflict of law principles. Any litigation regarding an Award or these Terms and Conditions must be initiated and prosecuted in any court of competent subject matter jurisdiction in the state of Texas, and expressly agree that such courts shall be the exclusive venue for any such litigation. To the extent not prohibited by applicable law, each Applicant waives and covenants not to assert any right to a trial by jury in any claim arising under or in connection with these Terms and Conditions or the Application.

If you have any questions about the Application or the Innovation Prize, please contact the Boehringer Ingelheim Innovation Prize team at [susan.davidson@boehringer-ingelheim.com](mailto:susan.davidson@boehringer-ingelheim.com) and/or [goldenticket@biolabs.io](mailto:goldenticket@biolabs.io) email address

We look forward to receiving your Application. Best of luck!