

Medicines Discovery Catapult and We Share Funding Programme - Application Terms and Conditions

1. General

These terms and conditions (“Terms and Conditions”) apply to start-ups that wish to submit an application for consideration under the Medicines Discovery Catapult and We Share Ventures Funding Programme (“Programme”) and cover the application process and the project review process through to when the project is approved and added to We Share Ventures’ philanthropy platform, at which point these Terms and Conditions will terminate. Successful applicants will then enter into a contract with We Share Ventures only, on We Share Venture’s terms, covering the award of the grant.

Medicines Discovery Catapult will not be involved in any funding agreements of the successful applicants (including but not limited to any financial obligations placed on successful Applicant in exchange for the grant funding). However, where relevant MDC will provide ongoing support to successful applicants through access to expertise, knowledge and networks through its Syndicate programmes.

Applicants will be asked to acknowledge that they have read and understood and accept these Terms and Conditions before making a submission. Submission of an application under these Terms and Conditions does not guarantee that an application will be successful and be added to the philanthropic platform, even where such application made is within scope.

Medicines Discovery Catapult and We Share Ventures has the right to change these Terms and Conditions unilaterally at any time giving 1 months’ notice.

Applicants cannot assign, transfer or sub-contract any of their rights or obligations under these Terms and Conditions to any third party.

These Terms and Conditions are subject to the laws of England and Wales.

2. Introduction

a. Remit and offer of the Programme

The Programme brings together We Share’s innovative impact-driven revolving funding model with MDC Syndicate’s programme, enabling promising start-ups in the medicine discovery space access to long-term capital in the early phases of their growth.

The purpose of We Share is to promote and support initiatives aimed at achieving the United Nation’s Sustainable Development Goals¹ to improve the lives of people or communities in disadvantaged situations in such a way that the most basic needs of life can be met.

¹ <https://sdgs.un.org/goals>

The Programme will seek to support early-stage start-ups in Europe carrying out preclinical medicines R&D projects that are focused on treating:

- Infections in cystic fibrosis
- Hearing loss and tinnitus
- Psychiatric disorders

b. Application scope

Projects must:

- Be focused on early-stage drug discovery (preclinical) with a maximum budget of €300,000. We Share is happy to explore co-funding projects with other philanthropic funders, if the applicant can demonstrate that funding for the total cost of the project has been secured;
- Have a maximum duration of 2 years from the date the grant is awarded;
- Clearly define the patient need that will be addressed and the impact they expect to achieve;
- Ideally have a lead asset, with proof-of-concept in animal models and/or disease linkage, solid IP protection and comprehensive data packages, enabling the best chance of success to translate to the clinic;
- Be focused on advancing the preclinical development (prior to phase 1) of novel therapeutics that have the potential to transform health outcomes for people with Cystic Fibrosis (CF), hearing disorders or psychiatric disorders (see Appendix 1).

Examples of projects in scope include:

- Pharmacokinetics/Pharmacodynamics (PK/PD) studies;
- Safety/toxicology studies;
- Drug repositioning/repurposing (preliminary data supporting the proposed approach is required);
- Identification/validation of methods or outcomes that could be used for one or more of the following: Patient selection/stratification for clinical trials; Robust measurement of treatment responses in clinical trials;
- Novel drug delivery methods;
- Theragnostics.

All therapeutic modalities will be considered, including small molecule, biologics, cell and gene therapies and complex medicines.

c. Out of scope Applications

Applications will not be accepted in the following areas:

- Basic research into disease causes and underpinning biology.
- The development of devices (except devices to enable improved drug delivery) or software.
- Clinical studies or the optimization of clinical protocols.
- Health service studies.

d. Who can apply?

A social entrepreneur (herein referred to as the Applicant) can submit an application for a grant to the Programme if the following conditions are met:

- the Applicant incorporated the start-up no longer than five years ago (greenfield);
- the Applicant has an innovative idea focused on delivering patient impact;

- there is a proof of concept and a concrete prospect on turnover. However, the project is not yet breaking even, let alone profitable;
- the traditional capital markets (banks, investors) are not yet interested in providing funding on common terms;
- the Applicant has drawn up a plan, which shows, among other things:
 - what the product or service is;
 - which target group(s) the social entrepreneur wants to serve;
 - how to reach those target groups;
 - the structure of the organization;
 - a cost-benefit analysis; and
 - a cash flow forecast.
- the Applicant's team consists of 2 to 4 passionate, creative entrepreneurs, who lead the start-up, and who have worked together for more than at least [two] years (the longer, the better);
- the Applicant and its team endorse the Sharing Forward concept of We Share, as set out in the We Share Grant Terms and Conditions.

3. Call for applications

One call for applications will be held in Autumn 2021, the call for applications will be promoted on the We Share and MDC websites.

Late submissions will not be considered other than at the absolute discretion of MDC. MDC will not engage in any communication on late submissions.

4. Application process and applications review

a. Confidentiality

Applicants should not submit any proprietary or confidential information in their application.

Subject to these Terms and Conditions, all information shared under the Programme shall be used only for the purpose of evaluating the relevant application. MDC and We Share has a right to request access to additional information necessary for the application.

The information included in the application form will be used by the MDC to assess whether the application meets the basic eligibility criteria of the Programme.

If the application is deemed in scope, it will be reviewed by external reviewers (see paragraph 5a). External reviewers will be provided with peer review guidance outlining expectations around confidentiality, which outlines that reviewers should keep all applications strictly confidential.

b. Submission

All applications must be submitted through the online application portal, "Submittable", using the electronic application form provided. Applicants shall ensure that the information provided in their application is true and complete.

All Applicants must acknowledge that they have read, understood and accept these Terms and Conditions and the other relevant policies as prompted before submitting their application online.

Following the submission of an application, Applicants will receive an email confirming receipt of their application.

Applications submitted not using the approved procedure will not be considered.

c. Review of scope

Shortly after the call closing date, applications will undergo a scope assessment to determine whether they are within scope or not.

Scope assessment will be based on the information provided in the relevant sections of the application form only (see paragraph 2).

If an application is deemed in scope, it will be progressed to the technical due diligence stage (see paragraph 5a) and the Applicant will be informed promptly.

Subject to the number of applications received, the MDC will aim to complete the scope assessment within approximately one month from the closing date of the call for proposals. Please note this may take longer than one month.

If an application is deemed out of scope, the Applicant will be informed within approximately 1 month of the call for applications closing.

5. Selection of projects

a. Technical Due Diligence

Applications that are deemed to be in scope will be submitted to external peer review (i.e. external patient representatives and disease experts from academia and industry for review). Applications will be assessed on:

- Alignment to unmet need
- Potential to address patient need i.e., translational potential
- Novelty of the approach/ level of scientific innovation
- Feasibility of the approach

In addition, people with lived experience (i.e. patients and their families) of CF infections, hearing disorders and/or tinnitus, and psychiatric disorders will review the lay summary provided in the application and assess the project on its potential to create impact for patients.

All feedback will be collated for discussion at a panel meeting of MDC and We Share experts in drug discovery and development. Projects will be ranked based on:

- Feedback from external review
- Chance of the project reaching next inflection point by end of funding
- Validity and feasibility of technical approach
- Commercial potential
- Skills and capabilities of the start-up

The top 5 ranked applications, deemed suitable for funding, will be shared with We Share for business and finance model due diligence

b. Business and Finance Model Due Diligence

We Share will assess applications based on:

- the compositions and capabilities of the Applicant's team;
- the potential impact of the product or services;

- the phase the company is in;
- We Share's estimate of the chances of success; and
- whether the Applicant supports the Sharing Forward principle, as set out in the We Share Grant Terms and Conditions.

We Share will select at least 2 projects to be onboarded to their philanthropic funding platform. MDC will not be involved in the selection of projects.

If none of the 5 projects are deemed fundable by We Share, the applications that were deemed fundable in the technical due diligence stage but did not rank in the top 5 will be shared with We Share to identify fundable projects.

Unsuccessful Applications

If any applications are deemed to be unsuccessful at any stage, MDC will provide basic feedback upon request as to the reasons why. However, MDC is unable to provide detailed feedback and enter protracted communication on the merits of the application or strength of intellectual property rights.

6. Funding

Once a project is selected for funding, the Applicant/ founders will enter into an agreement directly with We Share on We Share's terms. MDC will not be a party to this agreement, have any liabilities or be involved in any further contractual agreements with the Applicant. All project and relationship management and funding arrangements will be the responsibility of We Share and the Applicant. For more information on We Share's terms and conditions, please see [We Share Grant Terms](#).

MDC and We Share will actively fundraise philanthropic capital for selected projects throughout early 2022 with funding expected to be in place by May 2022. There are no guarantees that the entire amount requested will be fundraised.

7. Conflict of Interest

At application stage and then throughout the project review process, the Applicant should communicate any potential conflict of interests to MDC in a timely manner, so that this can be managed appropriately under the Programme. If MDC determine that an application raises a conflict of interest which cannot in MDC's opinion be mitigated or appropriately managed, MDC can, at any stage, stop that application from progressing further in the process.

In accordance with the guidance for peer review, all external reviewers agree to communicate any potential conflict of interest to MDC in a timely manner. Any relevant conflicts shall be discussed with the Applicant

8. Limitation of Liability

8.1 This paragraph 8 sets out the entire liability of MDC and as a joint partner of the Programme, to the Applicant.

8.2 Subject to paragraph 8.3, the liability of MDC to the Applicant under these Terms and Conditions, will not extend to:

- (a) any indirect damages or losses;

- (b) any loss of profits, sales, revenue or savings;
- (c) any loss of contracts, business, or opportunity, whether direct or indirect;
- (d) any loss of or damage to goodwill;
- (e) any loss of use or corruption of software, data or information; or
- (f) any pure economic loss;

that may come about by undertaking the project, using the grant or ending the grant.

Even, in each case, if the Applicant has advised MDC of the possibility of those losses, or even if they were within MDC contemplation.

- 8.3 Nothing in these Terms and Conditions shall limit MDC's liability to the Applicant for:
- (a) death or injury resulting from the MDC negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) anything for which that party cannot legally limit or exclude or attempt to limit or exclude its liability.
- 8.4 Subject to paragraph 8.3 the MDC's liability under these Terms and Conditions is limited to £10,000.

9 Personal Data

All information, including any personal data, submitted to the Programme will only be used for the processing of and communication regarding the application, as described in paragraphs 4 and 5 of these Terms and Conditions.

All information, including any personal data, will be processed, stored, shared and retained securely and in accordance with [MDC's data privacy policy](#) for the Programme.

Applicants should refer to the MDC and We Share's data privacy notice for more details on processing, storage, sharing and retention of personal data.

Appendix 1: Project scope criteria for psychiatric disorders

Psychiatric disorders in scope:

- Psychotic disorders
- Depressive disorders (including bipolar)
- Anxiety disorders
- OCD
- Cognitive disorders
- Autism Spectrum Disorders
- Psychiatric symptoms associated with dementia