



**MICHELSON PRIZE IN  
REPRODUCTIVE BIOLOGY  
COMPETITION GUIDELINES**

**Found Animals Foundation, Inc.**  
**Post Office Box 66370**  
**Los Angeles, California 90066**



## **COMPETITION GUIDELINES**

The mission of Found Animals Foundation, Inc. (“Found Animals”) is to end the euthanasia of healthy and adoptable cats and dogs. Found Animals created the Michelson Prize in Reproductive Biology to find a non-surgical sterilant for use in cats and dogs, so that animals could be sterilized easily and cost effectively, and their populations could be controlled without resorting to euthanasia. The goal of Found Animals is to manufacture or have manufactured, distribute, and provide for use the winning product in general, and in particular by animal care operations that serve non-owned cats and dogs. Accordingly, the winning Participant is required to provide Found Animals with the legal rights to do so in consideration for the prize package of \$25 million dollars.

### **1. Eligibility**

To be eligible for the Prize award, Participants must acknowledge and agree:

- to complete all online registration procedures and submit the required registration letter to Found Animals
- to the terms and conditions of these Competition Guidelines
- to enter into a Master Participation Agreement (“MPA”) (prior to submitting the required data packages), the contents of which are further discussed below

### **2. Registration**

As part of the registration procedures, the Participant must identify all parties working on the participation in the Prize Competition on the Team Member Identification Form and must provide the curriculum vitae of each Collaborator. The Participant must also identify the person or entity that will receive the Prize award, in the event the Participant is deemed the winner.

### **3. Policy for Animals Involved in Research**

In consultation with other experts in the field, Found Animals has established guidelines for animal welfare in research on animals (the “[Policy for Animals Involved in Research](#)”). Participants must agree to remain in compliance with the Policy for Animals Involved in Research for the duration of all its activities and efforts made in connection with the Prize. Failure to comply with the guidelines may render Participants ineligible for the Prize.

### **4. Criteria**

Found Animals requires the following criteria of the winning product:

- Single-dose, permanent, nonsurgical sterilant
  - Safe and effective in male and female cats and dogs
  - Ablates sex steroids and/or their effects
  - Suitable for administration in a field setting
  - Viable pathway to regulatory approval
  - Reasonable manufacturing process and cost
-



Found Animals will award \$25 million U.S. dollars to the first eligible Participant whose Technology and Product meets these criteria, as defined by Found Animals via the Michelson Prize website, Competition Guidelines, Data Packages, and Master Participation Agreement. Found Animals is committed to judging these criteria fairly and objectively, and wants to provide prize Participants with as much insight into the evaluation process as possible. However, the measurement of the criteria is dependent upon the method used by the Participant, and will be agreed to by the parties in the Master Participation Agreement. Found Animals has enlisted the services of experts in theriogenology and other related sciences, as well as regulatory approval and manufacturing processes and costs, to ensure that each submission, regardless of scientific approach, is judged fairly and objectively. Found Animals has published requirements for data packages to provide as much insight to Participants as possible as to the data that will be requested to determine whether products satisfy the criteria required in a prize winning product.

### **5. Award**

The winning Participant will receive \$25 Million United States Dollars, in exchange for assignment to Found Animals of the Technology, the Product, and all Intellectual Property therein and of any background rights required to fully exploit the Product and Technology or, if the winning Participant is legally barred from assigning Intellectual Property, an exclusive, worldwide, paid-up license to the Product, the Technology and all Intellectual Property therein and a worldwide, paid-up license to any background Intellectual Property rights required to fully exploit the Product and the Technology. Alternatively, if the winning Participant has previously signed a Michelson Grant agreement, it may at its own discretion opt to forego the \$25 million dollar prize and continue to be compensated pursuant to the terms of said agreement.

### **6. Confidentiality**

It is the responsibility of Found Animals or Participant (“Disclosing Party”) to mark or otherwise identify in writing prior to disclosure any information considered confidential (“Confidential Information”) that it deems necessary to share with Participant or Found Animals (“Receiving Party”). Oral disclosures of Confidential Information shall be identified as confidential at the time of disclosure and confirmed in writing within ten (10) business days after the disclosure. The Receiving Party shall have the right to accept or reject a Disclosing Party’s Confidential Information. If such information is accepted, the Receiving Party will not publish or disclose such information and maintain such information as confidential and proprietary to the Disclosing Party for a period of five (5) years after expiration or termination of the Master Participation Agreement. The Receiving Party will have no such obligations with respect to any portion of such Confidential Information which:

- a) is or later becomes generally available to the public by use, publication or the like, through no fault of the Receiving Party;
- b) is obtained on a non-confidential basis from a third party who disclosed the same to the Receiving Party or its employees;



- c) the Receiving Party already possesses, as evidenced by its written records, predating receipt thereof from Disclosing Party; or
- d) is required to be disclosed by law, regulation or court order.

All documentation concerning Participant Intellectual Property submitted to Found Animals shall be treated as confidential by both parties in order to preserve any patent rights.

### **7. Master Participant Agreement**

The MPA primarily focuses on further detailing the data required by the nature of the product in question, developing compliance plans for Participants with regard to the data packages, addressing the transfer or licensing of the Intellectual Property of the Participant's Product and Technology to Found Animals if the Participant wins, and outlining the obligations of Found Animals and the Participant with regard to obtaining U.S. regulatory approval. Because the data evaluation and plan for regulatory approval will vary depending on the scientific approach used by the Participant, and because the mechanism for licensure or transfer of Intellectual Property varies by jurisdiction, it is impossible for Found Animals to provide a detailed preliminary draft of the MPA. Nonetheless, Found Animals endeavors to be as transparent as possible in its intentions towards the MPA and welcomes any questions or concerns from Participants regarding the MPA.

Because working with Participants on the submission of a second data package and a regulatory approval process will require extensive labor and cost on the part of Found Animals, Participants will be required to reimburse Found Animals for hard costs incurred in developing a data plan and undertaking the regulatory approval process, *in the event the Participant withdraws from the prize competition*. Participants who do not withdraw will not be required to reimburse Found Animals for any hard costs incurred by Found Animals, regardless of whether the Participant wins the Michelson Prize in Reproductive Biology.

#### a. Data Packages

The Parties shall agree to the details of what data the Participant shall provide in the two data packages required by Found Animals to assess whether the Participant's Product and Technology meets the criteria of the Prize.

#### b. Intellectual Property

The Participant shall agree that in the event it is determined to be the rightful recipient of the Prize Award: (a) all right, title, and interest to all patent rights and copyrights, inventions, improvements, discoveries, original works, results, research materials, conceptions, whether made, authored, conceived or reduced to practice solely or jointly, either individually or collectively by the Participant and/or its Collaborators in connection with the Prize ("Intellectual Property") shall belong solely to Found Animals. If the Participant is, for any reason, legally barred from transferring any Intellectual

---



Property it shall provide Found Animals with an exclusive, perpetual, royalty-free, unrestricted license to exploit and commercialize the Product, Technology and related Intellectual Property.

c. Grant of Rights

In the event Participant is determined not to qualify for the Prize Award, Participant shall grant to Found Animals an option for a worldwide, unrestricted, exclusive commercialization license (with the right to sublicense) under its rights in any or all of Participant's technology and related Intellectual Property (the "Option Right"). In the event Found Animals elects not to exercise its Option Right pursuant to the Master Participation Agreement, Participant shall be free to license its own rights to other parties.

d. Research and Development

Because one of the criteria of the winning product is that it have a viable pathway to regulatory approval, Found Animals is committed to preparing and funding research and development activities directed to a Participant's product. Found Animals has assembled a team of impartial experts to assist in creating a research and development plan for each Participant. The projected research and development plan will be agreed to by the parties in the Master Participation Agreement.

**8. Media Rights**

Found Animals reserves the right to publicize the name and image of Participant (including Collaborator(s)) and the title of the research (as proposed by Participant). Participant shall not use the name of Found Animals or the Michelson Prize in any publicity without the prior written approval of Foundation. Participant agrees that in the event it is deemed the winner of the Michelson Prize, it will fully participate in media outreach and publicity at the direction of Found Animals.

**9. Insurance**

The Participant agrees that it shall be liable for any and all claims for wrongful death, personal injury or property damage attributable to the negligent acts or omissions of itself, its Collaborators, or the officers, employees, and agents thereof, arising from activities pursuant to the Prize competition.

**10. Points of Contact**

Participant will designate and provide the name and contact information to Found Animals of its principal point of contact for the purpose of providing periodic updated information, to coordinate event planning, and to perform other interfacing functions between Participant and Found Animals as necessary. Participant may change its point of contact at any time upon



written notice to Found Animals. Found Animals' principal point of contact for Participant shall be:

Program Manager, Michelson Prize & Grants  
Found Animals Foundation, Inc.  
P.O. Box 66370  
Los Angeles, CA 90066  
[michelsonprize@foundanimals.org](mailto:michelsonprize@foundanimals.org)

### **11. Indemnification**

Participant and its Collaborators agree to indemnify, defend and hold harmless Found Animals, its staff and directors, members of the Scientific Advisory Board, and/or any other judges or affiliates of Found Animals, against claims, causes of actions or suits for injuries or damages sustained in any manner whatsoever by Participant, any Collaborator, or any Participant subcontractors, suppliers, vendors, partners, affiliates or associates arising from participation in the Prize contest, provided that Participant will have no obligation to indemnify Found Animals if such claims arise from Found Animals' negligence or misconduct.

### **12. Warranties**

Found Animals makes no express warranties of any kind as to the feasibility, manufacturability, safety, licensing, delivery or commercial prospects associated with the development of any Product and/or Technology provided by Participant (or any of Participant's Collaborators) in connection with the Prize. Found Animals warrants that it: (a) is capable of paying the Prize to the Participant that satisfies the criteria set forth herein and provide the objectives set forth in Section 1.2 and (b) will make a good faith effort to provide fair treatment to all Participants. Except as expressly set forth in this Agreement, Found Animals disclaims any and all warranties, express or implied, including those of merchantability and fitness for a particular purpose in connection with its offering of the Prize.

### **Notices**

Notices by one party to another shall be electronic or in writing and if in writing shall be sufficient if sent by First Class Mail or courier.

Notices to Found Animals should be sent to:

General Counsel  
Found Animals Foundation, Inc.  
P.O. Box 66370  
Los Angeles, CA 90066  
[b.chase@foundanimals.org](mailto:b.chase@foundanimals.org)



**13. Termination**

Found Animals reserves the right to cancel a Participant’s participation in the Prize in the event the Participant is found to have breached these terms and conditions.

**14. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of the State of California.

**15. Force Majeure**

Found Animals will not be responsible or liable for delays or disruption in performing its duties under the Michelson Prize, where such delays or disruption result from causes beyond the reasonable control of Found Animals, including without limitation fire, explosion, flood, war, strike, or riot.

**16. Reservations**

Found Animals is committed to sponsoring the Michelson Prize in fairness and with transparency. In accordance with this principle, it reserves the right to modify the terms and conditions of the Michelson Prize if necessary, and endeavors to provide Participants as much notice as possible of any necessary modifications.

**By signing below, you indicate that you understand, agree to and will abide by the Competition Guidelines.**

\_\_\_\_\_

**Participant**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_  
**Date** \_\_\_\_\_