

**Rules for the I2CELL Prize****1. ENFORCEABILITY OF THE RULES**

- 1.1. These rules (the “Rules”) are applicable to private funding for research based on a call for projects to obtain the I2CELL Prize (the “Prize” or “Grant”) awarded by the Fourmentin-Guilbert Foundation (hereinafter “the Foundation”).
- 1.2. In addition to these Rules, Special Conditions are published and regularly updated on the [www.i2cell.science](http://www.i2cell.science) website.
- 1.3. The Prize is exclusively intended for natural persons who have applied for the I2CELL Prize and respect the eligibility conditions (the “Applicants”). These Applicants, natural persons, may be affiliated with a public or private law non profit host institution, to which the Grant defined in article 5 may be paid, if applicable.
- 1.4. Prize Participation implies the consent and full and unreserved acceptance by the Applicant of these Rules.
- 1.5. These Rules govern the contractual relationship between the Foundation and the Applicant. They prevail over any other document that has legal significance.
- 1.6. These Rules apply to each Applicant until the Prize is obtained by the winner (the “Winner” or “Beneficiary”).
- 1.7. For the Beneficiary the rules apply until the end of the research subsidized by the I2CELL Prize or for a maximum duration of 3 years after obtaining the Prize. The Rules are completed, solely for the Beneficiary, by a contract applicable for a period of three (3) years, which will govern the contractual relationship between the Foundation and the Beneficiary.

**2. DESCRIPTION OF THE FOUNDATION AND PURPOSE OF THE PRIZE AWARDED**

- 2.1. The aim of the Foundation is to foster the emergence of new concepts in biology. As part of this mission, the Foundation launched the “I2CELL Prize” to encourage experimental approaches that take into account and explore the algorithmic processing of information in living cells.
- 2.2. The “I2CELL Prize” follows the I2CELL Seminar, which explored the metaphor of the the living cell as a computer.
- 2.3. The Foundation invites Applicants to submit a research project on information in biology. This topic was addressed in a non-exhaustive way during the I2CELL seminar and summarized in the article “Will biologists become computer scientists?” published in EMBO reports (Volume 19 issue 9 of September 2018).
- 2.4. Applicants are encouraged to collaborate with researchers specialising in computational sciences.

**3. CONDITIONS OF ELIGIBILITY**

- 3.1. Applicants must be natural persons at least 18 years old.
- 3.2. Applicants must reside in one of the countries listed in the Special Conditions of the I2CELL Prize, as detailed on the website ([www.i2cell.science](http://www.i2cell.science)).
- 3.3. Any Letter of Intent or Detailed Research Project must be submitted exclusively in English.
- 3.4. Applicants must be researchers, leading their own research team, established in a public or private, non-profit institution and demonstrating their ability to see the proposed research project through to completion.
- 3.5. No nationality restrictions apply to Applicants.

**4. CONDITIONS OF SELECTION**

- 4.1. The Applicant must complete an online registration form available on the website ([www.i2cell.science](http://www.i2cell.science)), in English, indicating his name, address, telephone number, email, affiliation and position.
- 4.2. The Applicant must provide the following documents in pdf format:
  - A Letter of Intent
  - A letter from the host institution confirming that the candidature has been brought to its attention and that it will, if the Applicant's letter of intent is selected, provide a letter of recommendation for the Applicant.
- 4.3. Confirmation will be sent to the Applicant after verification of compliance of his candidature with the Rules.
- 4.4. The Letter of Intent will have to be based on a pre-formatted Letter of Intent template available online at [www.i2cell.science](http://www.i2cell.science).
- 4.5. The Letter of Intent should include:
  - A description of the scientific project and its relevance to the I2CELL initiative.
  - The skills of the Applicant and his team.
  - The human and technical resources involved.
  - A provisional plan for using the I2CELL grant.
- 4.6. The Letter of Intent must mention only one Applicant, even if the research project involves collaborations.

- 4.7. Letters of Intent will be evaluated and selected by a jury made up of scientists active in the fields of biology, physics and computational sciences.
- 4.8. Selection of Letters of Intent. Examination of a Letter of Intent by the Jury will only result in issuance of a Detailed Research Project request if the Letter of Intent has been found to be relevant to the I2CELL initiative.
- 4.9. If the Jury is unable to select at least 5 Letters of Intent corresponding to the selection criteria of these rules, it will be able to proceed with a recall of candidatures, as provided for in articles 6 and 8, according to the calendar mentioned in the Special Conditions of the I2CELL Prize on the website ([www.i2cell.science](http://www.i2cell.science)).
- 4.10. The Jury may make recommendations to the Applicant(s), whose Letter of Intent was selected, for the writing of their Detailed Research Project. These recommendations are decisive for acceptance of the Detailed Research Project and failure to comply with the recommendations made may result in immediate termination of examination by the Jury of the submission of the Applicant(s) concerned.
- 4.11. The Detailed Research Project must be drafted from a pre-formatted Research Project template.
- 4.12. The Detailed Research Project must not exceed 10 pages. It will be evaluated by the Jury according to the following criteria:
  - The relevance of the research program to the I2CELL initiative;
  - The originality of the research program;
  - The experimental approach;
  - The feasibility of the research program;
  - The Applicant's ability to conduct a multi-year research project;
  - In case of collaboration, the expertise of the team(s) involved as well as the relevance of this collaboration;
  - The potential of the scientific project to help the scientific community to consider living cells as a type of computer and to recognize the importance of the concept of information to progress in our understanding of the living.
- 4.13. The Detailed Research Project will be accompanied by a letter of recommendation from the Affiliate Institution confirming the Applicant's ability to conduct the program as proposed in the Detailed Research Project and demonstrating the support and encouragement from the Host Institution to the Applicant for carrying out such an innovative and risky research project.
- 4.14. In addition to examination of the Detailed Research Project by the Jury, an interview of any Applicant may take place with the members of this Jury by means of a conference call, video conference or any other means deemed useful by the Jury.
- 4.15. The Jury will be responsible for selecting a Detailed Research Project. Its author will receive the I2CELL grant of 250,000 euros, according to the terms stated in article 5, for carrying out the Research Program as described in the selected Detailed Research Project. No additional funds will be granted.
- 4.16. All Applicants will be informed of the Jury's decision regarding awarding of the I2CELL Prize.

## **5. I2CELL GRANT - FUNDING A RESEARCH PROGRAM**

- 5.1. The I2CELL Prize consists of the exclusive financing of a Research Program defined in the Detailed Research Project from the Winner or "Beneficiary". The financing is spread over a period of 3 years. The sum awarded is set at 250 000 euros (hereafter the "Grant"), and payment shall be made as indicated in paragraph 5.5.
- 5.2. The Grant is nominative and is intended to follow the Winner/Beneficiary in the Host Institutions within which the Research Program could be hosted.
- 5.3. This grant covers research-related expenses such as salaries, laboratory equipment and consumables, travel expenses for conferences.
- 5.4. Indirect costs, deducted from the awarded funds, must not exceed 10% of the grant. No additional funds will be provided by the Foundation for indirect costs.
- 5.5. In consideration of the progress of the Research Program conducted by the Beneficiary and as described in the Detailed Research Project, the Foundation will pay the Host Institution, following signature of the Grant Contract, a fixed amount of 17,500 € per quarter for twelve (12) quarters and a final payment of 40,000 € upon receipt of the final report.

## **6. COMMITMENTS OF THE PARTIES**

- 6.1. Submission by an Applicant of a Detailed Research Project in no way guarantees funding of the Research Program described in the Detailed Research Project.
- 6.2. Only one allocation of 250,000 € will be awarded for all Letters of Intent and selected Detailed Research Projects.
- 6.3. The Foundation reserves the right to reopen the Call for Projects phase by informing the Applicants by means of an announcement via the website [www.i2cell.science](http://www.i2cell.science).

- 6.4. No purchase or payment of any kind is required to apply to the Prize. However, each Applicant or his/her Institution may incur fees for presenting a candidature for this I2CELL Prize, which the Foundation is not entitled to reimburse.
- 6.5. The Foundation does not act as an employer vis-à-vis the Beneficiary. No hierarchical relationship of any kind is established between the Foundation and the Beneficiary, who remains free and independent in his assignment.
- 6.6. The reciprocal obligations are not related to providing services.
- 6.7. The funding allocated to the Beneficiary shall be exclusively devoted to financing the activities described in the Detailed Research Project.
- 6.8. The I2CELL Prize Winner, the Host Institution and the Foundation will sign an agreement or grant agreement to more precisely govern the reciprocal commitments according to the selected project and the parties, for a period of three (3) years.
- 6.9. The Beneficiary must provide a progress report by email to [seed@i2cell.science](mailto:seed@i2cell.science) within the thirty (30) days that follow the end of each funding year. An annual meeting with the President of the Foundation will take place during the effective period of the 3-year contract. Payments will be suspended in the event of failure to submit a progress report in due time. If a progress report is not submitted four (4) months after the end of each grant year, the Foundation reserves the right to claim all the funds allocated.
- 6.10. After signing the 3-year contract, a postponement to a later date for the start of the Research Program of up to six (6) months may be considered, if duly justified by specific scientific reasons (for example, the difficulty in hiring a post-doctoral researcher) or specific personal circumstances (for example, maternity leave).
- 6.11. Prolongation without cost. The Beneficiary may request, for a serious and legitimate reason, an additional period of twelve (12) months at most, to reach the end of his research project provided that there is at least one quarter of subsidy to be paid, as specified in Article 5 of these rules. No additional funds, other than the amounts remaining to be paid as stipulated in article 5, will be granted by the Foundation for this extension without cost. The Beneficiary must notify the Foundation by any means of his request for extension by justifying the reasons for the request for extension and its duration, at least thirty (30) days before the end of the date of expiration specified in the contract.
- 6.12. The Foundation relies on the rules of the Host Institution in case of maternity and paternity leave, as well as for any absence due to illness.
- 6.13. The Beneficiary must ensure that his support through the I2CELL Grant (and its backer - the Foundation) is mentioned when releasing the results from the Research Program funded by the I2CELL Prize.
- 6.14. The Beneficiary must consult the Foundation for any advertising, promotional activity or press statement concerning the Project or the results of the Project.

## **7. RECOURSE**

- 7.1. The decision of the Jury to reject a Letter of Intent and, therefore, to not request that an Applicant submits a Detailed Research Project, is final, without appeal, and not subject to litigation.
- 7.2. The decision of the Jury to award the I2CELL Prize to a Detailed Research Project, to the detriment of other Detailed Research Projects, is final, without appeal, and not subject to litigation.
- 7.3. Decisions of the Jury do not have to be justified, either in detail or with regard to the principle of the decision taken.
- 7.4. If, however, the Jury justifies its decision from an objective and/or scientific standpoint, this does not imply that the Applicant has any right to contest the decision in any way whatsoever.

## **8. CALENDAR**

- 8.1. The calendar of the different selection stages for awarding the prize will be available on the [www.i2cell.science](http://www.i2cell.science) website upon opening of the candidatures.
- 8.2. This calendar is subject to change depending on the number and quality of candidatures received, at the discretionary choice of the Jury, of which Applicants will be informed, in accordance with articles 6 and 8 and the Special Conditions of the I2CELL Prize on the [www.i2cell.science](http://www.i2cell.science) website.

## **9. EXCEPTIONAL CIRCUMSTANCES**

- 9.1. Change of beneficiary: in accordance with article 5.2, the I2CELL Prize is awarded by name to a person (the Beneficiary) and not to an institution. Therefore, it will be up to the Foundation to decide whether or not to authorize the Beneficiary or Host Institution to transfer the I2CELL Grant to another principal investigator. In case of refusal of the transfer by the Foundation, the Foundation will terminate the I2CELL Grant and payments will be immediately stopped.
- 9.2. Change of Host Institution: in accordance with article 5.2., the Foundation agrees that it will not terminate the I2CELL Grant prematurely if the Beneficiary changes Host Institution for another institution, public or private, non-profit, during the Research

Program, provided that the old and new institutions accept this change. The Foundation may terminate the Grant in the event of problems related to the change of institution. The Beneficiary must indicate the reason for the departure, his plans regarding continuation of the Research Program, confirmation that the transfer will not modify the Project subsidized by the I2CELL Prize and indicate the effective date of the transfer. No funding for the transfer will be granted.

#### **10. LIMITATION OF LIABILITY**

- 10.1. Use of the funds shall be under the control, supervision and responsibility of the Beneficiary or his Host Institution, as appropriate.
- 10.2. The responsibility of the Foundation will not be engaged and cannot be sought by the Beneficiary and/or his Host Institution in case of delay in payment of the grant, if this situation results from an act of state and, in particular, because of a decision or regulation of the country of origin of the funds or the country of the Beneficiary, banking delays imposed due to the amount of the transaction, the origin and/or the international nature of the transaction, due to a third party, a period imposed by days not worked, a case of force majeure, and/or events not under the direct or indirect responsibility of the Foundation.
- 10.3. The potential liability of the Foundation for obligations arising from the Rules shall not include any indemnification of the Beneficiary, his Host Institution or any third party for any indirect or loss or harm, whether financial or commercial, material or consequential.

In any case, the Beneficiary and his Host Institution remain responsible for their faults, omissions or negligence which could contribute to the occurrence or aggravation of damage.

#### **11. INTELLECTUAL PROPERTY AND ADVERTISING FOR RESEARCH WORK**

- 11.1. The Foundation does not wish to claim any intellectual property rights that may result from the exploitation of the gains from the research funded by the "I2CELL Grant". The Beneficiary and/or the Host Institution will retain the intellectual property rights for the results from the research work funded, including any object code and computer source code. In return for this partial waiver, the Beneficiary assigns and guarantees the Foundation the right to publish any summary of the results of the research, in any language, in any medium, anywhere in the world. This right of publication will be recognized and maintained for the benefit of the Foundation from initial publication of the results of the Research Program of the Beneficiary, for the duration of French "copyright" (*aka: droit d'auteur*) protection, including for reissue, on all media, in any language, and worldwide, free of charge or for a price.
- 11.2. The Beneficiary and/or his Host Institution agree to notify the Foundation, by any means, and within a period not to exceed one (1) month following payment of the balance of the grant, of their intention to file or for actual filing of a patent of invention by notably indicating the date and place of filing and the date of publication of the request and the references of the official register which recorded the publication. The Beneficiary and/or his Host Institution agree to keep the Foundation regularly informed about the procedure for the/their patent application. In the absence of compliance with this obligation of information about results, the Foundation cannot be bound by any form of liability whatsoever, on any grounds whatsoever, and particularly due to loss of industrial property rights.
- 11.3. The Beneficiary will authorize the Foundation to use his name and/or photographs for promotional and awareness purposes in all media, worldwide, at no cost to the Foundation and without remuneration to the Beneficiary and his collaborators directly involved in the results of the project, in the territories and for the period referred to in the preceding paragraph 11.1.
- 11.4. The Beneficiary will make every effort to promptly publish any development consisting of data and results obtained thanks to the I2CELL Grant. "Publication" refers to publication in a peer-reviewed journal or other method of public diffusion specified in the Detailed Research Project or approved in writing by the Foundation.
- 11.5. The Beneficiary agrees to promptly publish, in a recognized open access archive, any development consisting of data and results obtained thanks to the I2CELL Grant, in addition to (or even before) the submission to a peer-reviewed journal.
- 11.6. The Beneficiary and/or his Host Institution will make available, publicly under an open source license, any computer code (object code and source code) resulting from work subsidized by the I2CELL Prize within a period not to exceed one (1) month following the final presentation of his research results to the Foundation or, as the case may be, within one (1) month following publication of the patent application mentioned in paragraph 11.2.

#### **12. CANCELLATION**

- 12.1. In case of breach by the Applicant or the Beneficiary of any of the obligations resulting from the Rules, the Foundation may, by registered letter with acknowledgment of receipt, give notice to the other party to remedy it within 15 days following receipt of formal notice.

If the party concerned does not fully remedy the breach observed within this 15-day period, the Financing will, should the Foundation so desire, be terminated automatically, without judicial intervention and without the need for any additional formality.

- 12.2. In particular, cancellation will occur in case of abandonment of the research project, without this being exhaustive, subject to: (a) recovery of amounts unduly received by the Beneficiary or his Host Institution and notably reimbursement of the quarterly amounts of the Grant paid to him or paid to his Host Institution on the day of termination; and (b) compensation for the harm endured by the Foundation in respect of the breaches considered.
- 12.3. In the event of a disloyal act, a criminal offense, fraud, illegal or unauthorized reproduction, plagiarism, identity theft or any other alteration of the legitimate expectations of the Foundation, the Foundation reserves the right to take action in any manner making it possible to remedy the harm that it has endured.

### **13. MISCELLANEOUS PROVISIONS**

- 13.1. All validated documents between the Applicant and the Foundation within the context of application of the Rules and for the purpose of awarding the funding will be fully enforceable, including in case of exchange in electronic form.
- 13.2. Unless they are of a public nature, all information exchanged between the Applicant and the Foundation in respect of their relationship is mutually confidential.
- 13.3. The Applicant or the Beneficiary may not assign any of its rights or obligations under the funding, his candidature or the research project, without obtaining prior approval from the Foundation.
- 13.4. If a provision or part of any of the provisions of the Rules were to be set aside or declared inapplicable, the validity of the other provisions would not be affected.
- 13.5. The fact that the Foundation does not avail itself of any of the provisions of the Rules may not be interpreted as renunciation of the right to avail itself of them at a later time.
- 13.6. The Rules may only be amended or modified by a written document established by the Foundation.

### **14. ASSIGNMENT OF JURISDICTION**

- 14.1. The Rules are subject to French law.
- 14.2. Before initiating any dispute in a Court of law, the Beneficiary and the Foundation agree to implement an alternative method of conflict resolution, including an amicable mediation with the help of a lawyer.
- 14.3. In the absence of amicable agreement between the Beneficiary and the Foundation, any dispute related to validity, interpretation or execution of any of the provisions of the Rules shall come under the jurisdiction of the Tribunal de Grande Instance de Paris.