

## General Terms

By submitting requested information (“Proposal”) as part of this challenge, you on behalf of yourself and your company (“Applicant”) agree to abide by these General Terms and the decisions of Janssen R&D LLC (“JRD”), which shall be final and binding in all respects relating to these campaigns.

The Challenge will be announced via various channels such as email, press release and/or a social media post (collectively, the “Challenge Announcement”). A Challenge Announcement will include how to apply, the proposal deadline and a link to the general terms for the Challenge. All information contained in a Challenge Announcement is incorporated herein by reference. To the extent that there is a conflict between a Challenge provision of the Challenge Announcement and these Terms, the Challenge Announcement shall prevail with respect to such provision.

**WHO CAN PARTICIPATE:** Proposals should only be submitted by authorized representatives of Applicant applying for the Challenge.

You are not permitted to make a Proposal when one of the following criteria is met:

- Proposals must not be solicited from any company owned, controlled, or managed by any Johnson & Johnson employee or relative of an employee
- Proposals must not be solicited from any company that employs, in any capacity, a Johnson & Johnson employee or direct relative of said employee who is in a position of influence in the selection, use, or conduct of business with said suppliers
- Proposals must not be solicited from any company that provides any other real or apparent conflict of interest unless, after disclosure to the appropriate level of management, it is determined that the activity is not harmful to the Company or otherwise improper
- In any case where any doubt may exist, full disclosure of the conflict of interest should be documented.

**PRIVACY:** We are committed to protecting the privacy of Applicants. Please see Janssen’s [Privacy Policy](#) for more information.

**HOW TO SUBMIT A PROPOSAL:** You can submit your proposals by email and send to: [janssenclinicalinnovation@its.jnj.com](mailto:janssenclinicalinnovation@its.jnj.com) You represent that all information provided as part of the Proposal is truthful and accurate. Proposals from one Applicant addressing different Challenge Case Studies or providing several solutions for one Challenge Case Study are welcome and encouraged.

All Proposals become the property of JRD. All Proposals must be received by the deadline stated in the applicable Challenge or Event Announcement.

**CHALLENGE APPLICANT SCREENING AND SELECTION:**

Initial Proposal Review: Proposals submitted for the Challenge may be transmitted to/from the United States and will be reviewed by representatives of JRD, or its affiliates or partners. Proposals will be reviewed for, among other things, number of case studies for which solutions were provided; scientific/ technical excellence; feasibility/practicality, with particular emphasis on: global reach / capabilities (including Help Desk accessibility in all relevant languages and translation of patient-facing documents), and global data transmitting capabilities, including in regions where data-transmission coverage may be challenging; perceived impact; clarity on milestones and deliverables; quality of team and resources.

Presentations: A select number of Applicants (“Selected Applicants”) will be invited to present their proposals before representatives of JRD, affiliates or partners on or around October 18, 2018. All details of the presentations will be provided to Selected Applicants at time of notification, including, without limitation, date and time of presentation and any guidelines with respect to what must be presented and how. The Applicants chosen to move forward with further agreement discussions with JRD will be determined by JRD from among the Selected Applicants. JRD reserves the right to not engage in contract discussions if it does not receive a sufficient number of eligible, suitable and qualified Proposals. Decisions of JRD are final and binding in all matters.

Recipients selected to enter into further discussions with JRD will be required to follow JRD’s procurement process with the intent to enter into an agreement to deliver the services to be agreed with JRD. If such process cannot be followed or documents are not returned within the specified time period, a potential or if JRD and the Applicant cannot reach agreement terms within a reasonable time period or if Applicant is not in compliance with these General Terms, such Applicant will be disqualified.

#### **CONTRACT AWARDING:**

This Challenge does not commit JRD or any JRD affiliate to award a contract. Prior to contract awarding, JRD will determine if further healthcare compliance reviews are required. JRD reserves the right to waive any informality or defect in the offer, to reject any and all offers, or to accept any offer that it deems is in our best interest. False, incomplete, or unresponsive statements in connection with a quotation submittal may be sufficient cause for rejection. JRD will be the sole judge in making such determinations and reserves the right to enter into contracts regarding this Challenge to one or multiple Applicants. All Applicants hereby agree to submit all Proposals on a non-confidential basis. All information received by JRD under this Challenge will be deemed non-confidential.

The Winner(s) of this Challenge may be subject to public announcement.

**RIGHT TO REJECT:** JRD reserves the right reject any and all Proposals in part or whole. Responses should be submitted with the most favorable terms. JRD reserves the right to select and negotiate with those Applicants it deems qualified for competitive bidding and to terminate negotiations without incurring any liability.

**RIGHT TO CHANGES:** JRD may, during the Challenge period, advise the Applicants of additions, omissions, or changes to the Challenge details. All such changes in writing shall be deemed included in the Challenge and shall become part of the original Challenge details as if originally submitted.

**RIGHT TO CANCELLATION:** JRD reserves the right to modify or cancel part of the requirements or the entire Challenge at any time. In addition, the event does not imply any commitment to purchase any products or services from any Applicant.

**PROPOSAL WITHDRAWAL:** Upon written notification to JRD, any Applicant may withdraw its Proposal at any time prior to the scheduled closing deadline for the receipt of submissions.

**APPLICANT INCURRED EXPENSES:** JRD assumes no responsibility for any expenses incurred by the Applicant in preparing and submitting a Proposal, nor shall JRD have any obligation or liability for expenses incurred as a result of cancellation of the Challenge or rejection of any or all Applicant's Proposals.

**GENERAL CONDITIONS:** By submitting a Proposal, Applicants agree to release, discharge, hold harmless and indemnify JRD, its parent, affiliates, subsidiaries, and advertising, and promotion agencies, partners on given Challenges and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind (including, without limitation, arising from claims based upon invasion of privacy, defamation, or right of publicity) to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Applicant's participation in the Challenge.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Proposals; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge or the Proposal Process, including, without limitation, errors or difficulties which may occur in connection with the administration of the Proposal Process or in any Proposal and Challenge-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Proposal process or the Challenge. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Proposal process or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Proposal process or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Proposal Terms, as solely determined by JRD, will be disqualified. JRD reserves the right at its sole discretion to suspend, modify or terminate the Proposal process at any time and for any reason.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROPOSAL PROCESS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, JRD RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Void where prohibited by law. Challenge is subject to all applicable federal, state and local laws.

*By submitting requested information (“**Proposal**”) as part of this challenge, you on behalf of yourself and/or your company (“**Applicant**”) agree to abide by these Proposal Terms (the “**Terms**”), and the decisions of Janssen R&D (“**JRD**”), affiliates or partner on this challenge, which shall be final and binding in all respects.*

***By submitting an Proposal, Applicants warrant that no information provided as part of the Proposal is OR can be deemed confidential OR proprietary, considered a trade secret or privileged.***

*Applicant acknowledges and agrees that a confidential relationship is not established or implied by JRD’s acceptance or consideration of any Proposal. All submissions are voluntary and submitted on a non-confidential basis only. Applicant acknowledges and agrees JRD shall have the right to consider all information disclosed in the Proposal as non-confidential and have the right to disclose all such information to its internal employees and consultants and to any third party, at any time and for any purpose.*