



RESTEK ACADEMIC SUPPORT PROGRAM TERMS AND CONDITIONS

Introduction

Restek Corporation (hereafter RESTEK) manufactures separation columns, instrument consumables, tools, sample preparation products and reference materials used for research purposes in the analytical and life science communities. RESTEK has developed a program to provide funding to support research at universities, colleges, and related institutions globally that employ gas chromatography (GC) and/or liquid chromatography (LC) for research purposes. The RESTEK Academic Support Program (RASP) was established to distribute grants that can be used towards the purchase of RESTEK manufactured chromatography products. RESTEK has a strong history of supporting academic research and would like to further develop this support on a global basis. The grants are to be used for the purchase of RESTEK manufactured products used in projects focused on GC, HPLC, and/or sample preparation and do not cover facilities, administrative, or overhead or other indirect costs and are subject to these RASP Terms and Conditions.

Application Process

Applicants must complete a Restek Academic Support Program Grant Application form and submit it, along with a CV, via the online form. It is the responsibility of the applicant to ensure that the proposal and grant terms meet all university or other institutional and administrative criteria for approval.

Applications will be reviewed within four (4) weeks of the proposal submission (the "review period"). Award recipients will be notified of a decision within two (2) weeks of the close of the review period. Award amounts can vary depending on the proposal and the equipment required for completion of the research proposed. An initial reply from RESTEK acknowledging receipt of an application and, if necessary, requesting additional information will be sent within the first three (3) weeks of the review period.

Grants will be awarded for a (1) one - year period and must be used within this period. For example, a grant awarded on May 1 must be used by May 1 of the following calendar year. The grants can be applied towards any RESTEK manufactured stock product. Custom products, resale items, or items with special configurations are not included in this program. Additionally, items provided by RESTEK under this program are to be used in the receiving laboratory for research purposes only and cannot be resold or transferred to another laboratory or third party. Any grant or portion thereof not exercised by the expiration date will be withdrawn; however, requests for extensions of individual expiration dates will be handled on a case-by-case basis.

Eligibility and Description of Grants

The program is open to universities, colleges, and affiliated research facilities globally. In addition, government institutions that perform basic or applied research are eligible under this program. Third party consultants, as well as employees of RESTEK, are ineligible.

Grants awarded will be within the range of \$3,000 to \$5,000 USD, and will be applicable to Restek manufactured items. The product value will be based on the then current US list price.

Grant distribution is entirely at the discretion of RESTEK, and there is no minimum or maximum number of awards to be distributed in any single review period or over the life of the program.

Confidentiality

The following provisions shall govern the exchange of information between RESTEK and the applicant/recipient (each a "Party" or collectively the "Parties") during the term of the RASP.

Each Party may provide to the other Party Confidential Information to further discussions and enhance the outcome of the collaboration between the Parties. "Confidential Information" shall mean information marked or otherwise identified as confidential by the Party providing Confidential Information ("Provider") and disclosed to the Party receiving Confidential Information ("Recipient") in confidence including, but not limited to, know-how, trade secrets, all information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature, either in written documentation, oral or visual information, whether by inspection of parts or equipment or otherwise, subject to the exceptions set out in the paragraphs below. Notwithstanding the foregoing, any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information regardless of whether it is properly marked with legends or properly reduced to writing. Recipient may be required to execute a separate non-disclosure agreement.

The Recipient agrees to hold Confidential Information received hereunder in confidence and to avoid disclosure of such Confidential Information to any person, firm, corporation, or individual, nor use the Confidential Information other than for the purposes of this Agreement. The Recipient shall have no obligation of confidentiality with respect to information received hereunder, which is: (a) already known to the Recipient at the time of disclosure, other than through prior disclosure by the Provider, or (b) generally known to the public or the trade at any time without the wrongful act or breach of this Agreement, or (c) rightfully received by the Recipient at any time from a third party lawfully in possession of such information, or reasonably appearing to have the right to disclose same, or (d) independently developed at any time by the Recipient, its employees or agents with no knowledge of or access to the Confidential Information.

The obligations of confidentiality and non-use set forth herein shall survive for a period of five (5) years after termination of the applicable RASP grant.

Conditions and Program Termination

Acceptance and use of an award constitute acceptance by recipient of these RASP terms and conditions and consent from the recipient to use their name, institution name, and photograph in subsequent marketing materials related to the program by Restek and its affiliates and distributors. Award recipients will also be required to submit quarterly updates on the progress of the proposed research. Specific details to be included in this report will be determined and agreed upon at the time the grant is awarded. A RESTEK collaboration manager and a RESTEK technical contact will be assigned to each grant recipient and will be the primary contacts for any technical or administrative issues. The recipient is strongly encouraged to discuss any product needs with their technical contact before requesting products.

Commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law prohibited. Participants will be obligated to meet all requirements set forth by the United States Department of the Treasury's Office of Foreign Assets Control Sanctions Program.

Recipients may also be asked to participate in various RESTEK marketing activities, such as co-authoring application notes, journal articles, or speaking on behalf of RESTEK at conferences; however, participation in any of these activities is strictly voluntary and is not a condition of applying for or accepting an award.

RESTEK reserves the right to modify or terminate the RASP and related grant award for any reason at any time and without any prior notification. Restek also reserves the right to withhold funds without explanation. If the recipient's research/project is terminated before the one (1) year period has expired, the remaining balance on the grant account will be set to \$0.

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