RESEARCH COLLABORATION AGREEMENT

Instructions for CRG researchers

Please use this RCA form to formalize **academic collaborations** with colleagues at universities or public research organizations. Please do NOT use this RCA form for collaborations with industry, and confer these with enough time BEFOREHAND to your Technology and Business Development Office ("TBDO").

Fill in the blank fields with as much detail as possible, and forward the RCA form to the colleagues at universities or public research organizations with whom you want/plan to collaborate for completeness, review and signature as described below. Please ensure first that you specifically agree with the content of the collaboration and other issues in relation to it, and that these are duly reflected in the Appendix 1 to the Agreement below.

Inform your TBDO of any plan or will to formalize your collaborations by CCing them when you send the form out, using the address CRG_BussinessInnovation@crg.eu.

Do NOT start the collaboration until you receive confirmation from the TBDO that the RCA has been duly completed, dated and signed.

Please contact your **TBDO manager** in case of doubt.

Instructions for Non-CRG researchers

Please duly fill in the remaining of the blank fields in the form below, and send the complete document to a responsible person or department at your organization for review and signature.

Confirm the agreement of your organization with the terms and conditions set forth below by having an authorised representative of your organization duly date and sign the Agreement **on each and every page** (required by Spanish law). Your signature as investigator, or that of your group leader or supervisor is also required.

Please ensure that a fully executed original Agreement is returned to the following address:

Technology and Business Development Office (TBDO)

Centre for Genomic Regulation (CRG)

Doctor Aiguader 88, E-08003 Barcelona, Spain

Please note that we can only accept the complete document originally dated and signed according to the instructions above, sent to the attention of the TBDO at the address above. In parallel, it is possible to send a scanned copy of the signed document to the attention of the researcher AND the TBDO at CRG_BussinessInnovation@crg.eu.

The terms and conditions of this Agreement have been practice-proven. Please note that any request for modification of the standard terms and conditions will significantly delay the exchange of confidential information.

–TERMS AND CONDITIONS ON THE NEXT PAGE –

RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement (hereinafter referred to as the "**Agreement**"), effective as of
(hereinafter referred to as the **"Effective Date"**) is made by and between:

FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA (hereinafter referred to as **"CRG"**), a non-for-profit Spanish foundation with tax identification number G-62426937, based in Barcelona (Spain), calle Doctor Aiguader, nº 88, represented by Ms Bruna Vives Prat, Managing Director

and

(hereinafter, the "ORGANIZATION"), a

with tax registration number

based in

represented by

that acts in his/her capacity as

CRG and ORGANIZATION are collectively referred to hereinafter as the **"Parties"** and individually as the **"Party"**.

RECITALS

I. WHEREAS, CRG is an international biomedical research institute of excellence, whose mission is to discover and advance knowledge for the benefit of society, public health and economic prosperity.

II. WHEREAS, ORGANIZATION is

III. WHEREAS, in the course of their respective activities, the Parties are interested in jointly collaborating in a research project named

which is described in **Appendix 1** hereto, including its technical specifications and objectives, the work plan, a schedule, the phases of the Project, and the responsibilities of the Parties in each phase of the Project (hereinafter referred to as the **"Project"**).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 **"Agreement"** shall mean this Research Collaboration Agreement.

1.2 **"Confidential Information"** shall mean (a) any and all information which is disclosed by one Party to the other Party or Parties either orally, electronically, visually, or in a document or other tangible form, and which is by nature confidential, or is identified as confidential by the Disclosing Party in relation to its own business or activities; (b) experimental data, know-how, reports and any other information obtained, made or developed by the Parties in connection with the Project and its Results.

1.3 "**Disclosing Party"** shall mean the Party that discloses Confidential Information to the other Party or Parties under this Agreement.

1.4 **"Industrial and/or Intellectual Property Rights"** shall mean the Parties' respective rights in discoveries, creations, know-how, information and inventions covered in patents and/or patent applications, provisional applications or other forms of protection, and any patent application(s) claiming the benefit of priority thereof including all divisions, substitutions, continuations and continuations-in-part of these applications, all patents issuing from such applications, renewals, and all patents granted thereon, all foreign patents-of-addition, and any reissues, re-examinations, and extensions of all such patents, or restorations by existing, or future extension, or restoration mechanisms, including patent term adjustments, patent term extensions, supplementary protection certificates or the equivalent thereof, inventor's certificates, any other form of government-issued right substantially similar to any of the foregoing, all foreign counterparts of any of the foregoing, as well as utility patents, design patents, copyrights, trade-marks, trade secrets, database rights discoveries, creations, know-how, information and inventions, and any other Industrial and Intellectual Property Rights, whether domestic or foreign, to the extent that they relate directly to the Project and its Results.

1.5 **"Material"** shall mean any and all original materials provided by one of the Parties to the other Party or Parties and used in the performance of the activities referred to in Recital III above, together with any associated material (including the medium in which the material is provided), progeny (i.e. unmodified descendant from the material, such as virus from virus, cell from cell, or organism from organism), unmodified derivatives (i.e. substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the original material, such as subclones of unmodified cell lines, purified or fractionated subsets of the original material such as plasmids or vectors, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line), and modifications of the same (i.e. substances created by the Recipient which contain/incorporate the Material).

1.6 **"Principal Investigator"** shall mean the principal researcher designated by each Party as the person responsible for the performance of the activities referred to in Recital III above, in accordance with Clause 4.2 of this Agreement.

1.7 **"Provider"** shall mean the Party that provides Material to the other Party or Parties under this Agreement.

1.8 **"Recipient"** shall mean the Party that receives Material from the other Party under this Agreement.

1.9 "**Receiving Party"** shall mean the Party which receives Confidential Information from the other Party or Parties under this Agreement.

1.10 **"Results"** shall mean all experimental data, results, formulae, software, creations, discoveries, know-how, information, and/or inventions obtained, developed, or created directly by the Parties in the performance of the activities referred to in Recital III above, including any Industrial and/or Intellectual Property Rights. For the avoidance of doubt, Results shall not refer to, include, or be made extensive to any other results that the Parties may generate jointly (them both alone or in collaboration with third parties), outside the scope of this Agreement.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the Parties shall jointly collaborate in the performance of the activities referred to in Recital III above, as well as the terms and conditions under which the Parties shall jointly own, protect, defend, and exploit the Results.

3. BASIS OF THE RESEARCH COLLABORATION

3.1 The Parties shall develop their tasks and responsibilities in the Project according to their own standards and procedures, applying the diligence that the Parties apply in their own researches, and shall provide all scientific and technical staff, resources, machinery, installations, infrastructure, and elements duly identified in Appendix 1, which shall be accounted as contribution of the Parties.

3.2 Each of the Parties shall be responsible for the management, coordination, and control of the tasks and responsibilities allocated to such Party in the performance of the activities referred to in Recital III above, and agrees to bear its own expenses in relation to such tasks and responsibilities, unless otherwise expressly stated in Appendix 1 hereto.

3.3 The Parties agree that Appendix 1 may be amended in writing by mutual agreement of the Parties, insofar as needed for the good performance of the activities referred to in Recital III above.

3.4 In case of employees' mobility within the Project (meaning that personnel from a Party may need access the other Party's premises to perform experiments, and vice versa), such employees of each home Party shall retain their current affiliation, and the home Party shall retain their duties as employer, and pay and manage such employees pursuant to the applicable legislation and internal policies.

Each Party shall ensure the coverage of its employees in accordance with the legislation applicable to social security coverage, work accidents and occupational diseases and shall carry out all legal and regulatory requirements incumbent upon it. The host Party can request documentation that certifies this.

Employees of a Party working in the premises of another Party for the purposes of contributing to the Project are required to comply with the internal policies as well as with all general or special rules of health and safety applicable on the premises of the host Party. The host Party shall inform the home Party and the employees concerned of any risks to which these employees may be exposed on the host's premises. Once accomplished, the host Party shall give access permission to their premises to the personnel of the other Party..

3.5 All personal data to which involved personnel of any of the Parties may have access by virtue of this Agreement, are protected and have to be treated according to the privacy

and confidentiality rules pursuant to Law 15/1999 of Personal Data Protection and implementing regulations.

3.6 None of the Parties shall sell or otherwise transfer, pledge or encumber, totally or partially, their title to the Results without the prior express consent in writing of the other Party hereto, except that the Party in charge of the exploitation of the Results in accordance with Clause 8 of this Agreement will be entitled to grant licenses or other rights to the Results as provided herein.

4. COORDINATION AND MONITORING OF TASKS IN THE PROJECT

4.1 The Parties shall direct, coordinate, follow-up, and monitor the performance of the activities referred to in Recital III above by means of the regular and mutual exchange of information, including all substantial and relevant issues in relation to it.

4.2 For that purpose, and by means of this Agreement, the Parties appoint the following Principal Investigators as responsible individuals for the direction, coordination, follow-up and monitoring of the performance of the activities referred to in Recital III above:

a) By CRG:

b) By ORGANIZATION:

4.3 Notwithstanding the foregoing, the Parties shall be entitled to change their respective Principal Investigators at any time with the prior written notice to the other Party or Parties.

5. TRANSFER OF MATERIAL

5.1 In their performance of the activities referred to in Recital III above, the Parties may transfer Material to each other, which transfer shall be subject to the terms and conditions of this Agreement.

5.2 Any Materials transferred between the Parties in connection with this Agreement shall be reflected in a Material Transfer Record in the form set forth in **Appendix 2**, each and all of such Records being an integral part to this Agreement.

5.3 The Recipient shall use the Material in compliance with all laws and regulations applicable to such Material in the Recipient place and country, including guidelines for work with animals or with recombinant DNA. The Material being experimental in nature must not be used in humans or animals unless -where applicable- explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

5.4 The Recipient agrees that the Material: (a) is to be used solely for the performance of the activities referred to in Recital III above, being expressly prohibited any kind of

commercial or profit-generating purpose, and the conduct of research that is subject to consulting, licensing or other similar legal, or commercial obligations to another institution, corporation or business entity without an appropriate license or other prior written permission from the Provider; (b) will not be used in, or administered to human subjects, or used in clinical trials, or for diagnostic purposes involving human subjects, or as food for humans or animals, or for screening purposes without the prior written consent of the Provider; (c) is to be used only at the Recipient's organization, and only by the Recipient's Principal Investigator and staff under his/her direct supervision who are bound by obligations not less strict than those set out herein; and (d) will not be used, analysed, modified, fractionated, bred or replicated other than necessary for the performance of the activities referred to in Recital III above without the prior written consent of the Provider.

5.5 The Recipient agrees to refer to the Provider any request for Material from anyone other than those persons working under the Recipient's Principal Investigator's direct supervision, including other scientists within the Recipient's organization. To the extent supplies are available, the Provider or the Provider's Principal Investigator agrees to make the Material available, under a separate agreement having terms consistent with the terms of this Agreement to be entered into by the Provider, to other scientists (at least those at non-profit organizations) who wish to replicate the Recipient Principal Investigator 's research; provided that such other scientists reimburse the Provider for any costs relating to the preparation and distribution of the Material.

5.6 Any Material provided by one Party to the other under this Agreement shall remain the property of the Provider, unless otherwise previously agreed in written between the Parties.

5.7 Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS OF THE MATERIAL FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT POSE A HEALTH SAFETY RISK, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. The Provider is under no obligation to obtain or provide licenses that may be required for the use of the Material by the Recipient.

5.8 Except to the extent prohibited by the mandatory rules set forth by law, the Recipient assumes all and any liability for damages which may arise from the use, storage or disposal of the Material by the Recipient. The Provider will not be liable to the Recipient and the Recipient shall hold harmless the Provider and the Provider's Principal Investigator/s for any loss, claim or demand which could be raised by the by the Recipient, or made against the Recipient by any other Party or third party, due to or arising from the use of the Material by the Recipient, except to the extent caused by the gross negligence or wilful misconduct of the Provider.

6. VALIDITY AND TERM

6.1 This Agreement shall be valid and effective from the Effective Date, and for the term of the performance of the activities referred to in Recital III above as stated in Appendix 1, or until termination of the Project for any reason whatsoever, whichever occurs first.

6.2 Any of the Parties shall be entitled to unilaterally terminate the Agreement, by means of a prior written notice to the other Party within thirty (30) days, as a consequence of any of the following causes:

a) In case of scientific and/or technical unviability of the Project.

b) In case of breach by the other Party of any material obligation, term, condition, clause or agreement under this Agreement, including its Appendixes, always provided that the infringing Party does not remedy such breach within the above-mentioned 30-day term counted from the date such breach was notified.

6.3 Upon request by the affected Party or Parties, the infringing Party or Parties under 6.2.b) shall bear all costs and damages caused to the affected Party or Parties as a consequence of the termination without prejudice of the rights of the other party or Parties until termination.

6.4 Upon expiration or termination of this Agreement, whichever occurs first, the Recipient of Material and/or the Receiving Party of Confidential Information will immediately cease any and all uses and/or disclosures of such Material and/or Confidential Information, and upon request by the Provider of Material or the Disclosing Party of Confidential Information, all such Material and/or Confidential Information, and all originals, copies, reproductions and summaries of the Confidential Information, and all other tangible materials and devices as well as all the Material provided to the Recipient and/or the Receiving Party will be delivered and returned to the Provider and/or the Disclosing Party or, at the Provider's or Disclosing Party's option, destroyed and/or erased (where Confidential Information held electronically) within fifteen (15) days from the expiration or termination of this Agreement provided, however, that the Receiving Party shall be entitled to retain one (1) copy of the Confidential Information solely for legal archiving purposes in a secure location.

6.5 Notwithstanding Clause 6.1 above, in the event the Material and/or Confidential Information, or part of them has been under the physical control of the Recipient and/or the Receiving Party respectively, before the Effective Date of this Agreement, the terms and provisions of this Agreement shall apply to such Material and/or Confidential Information or Material, retroactively.

6.6 Clauses 6, 7, 8, 9, 10, 11, 12, 13, and 23 shall survive termination.

7. INDUSTRIAL AND/OR INTELLECTUAL PROPERTY RIGHTS, PROTECTION AND DEFENCE OF RESULTS

7.1 Nothing in this Agreement shall be construed as an assignment or transfer of or granting of license of rights or interests to any Intellectual and/or Industrial Property Rights belonging to the Parties which are not granted pursuant to this Agreement. Therefore, the Parties undertake to respect the ownership of those rights of the other Party or Parties at all times.

7.2 The Parties shall negotiate in good faith the percentage of ownership in any and all Results, based upon the relative contribution of each Party to the Results.

7.3 The Parties shall negotiate in good faith the decision regarding which Party shall manage the filing, prosecution, maintenance and defence of Industrial and/or Intellectual Property Rights protecting the Results. Such Party shall keep the other Party or Parties duly informed of the status of such Industrial and/or Intellectual Property Rights.

Notwithstanding the foregoing, the Parties agree to cooperate in all ways necessary in the protection, filing, prosecution, maintenance and defence of Industrial and/or Intellectual Property Rights. In particular, if any Party becomes aware of any actual or potential breach or infringement of any Industrial and/or Intellectual Property Rights, or of any action filed by a third party against any of the Parties in relation to the Results, then such Party will notify the other Party or Parties as soon as possible, and the Parties agree to discuss and determine how best to deal with such breach, infringement, and/or action filed by a third party.

The expenses related to the protection, filing, prosecution, maintenance and defence of Industrial and/or Intellectual Property Rights shall be shared between the Parties in proportion to their respective percentage of ownership in the Results, except if otherwise agreed in writing between the Parties.

Subject to sections 7.1 and 7.2 above, neither Party shall attempt to protect the Results in any form whatsoever without the prior written consent of the other Party.

7.4 The protection of Intellectual and/or Industrial Property Rights shall acknowledge at all times the moral rights of the inventors or authors, as the case may be, including the right to be mentioned or acknowledge expressly as such.

Each Party states that it has adopted and implemented all necessary actions, and that it has executed all the relevant documentation in order to ensure full assignment and transfer of rights to the Results (as defined under Clause 1 above) from each Party's inventors in favour of such Party and to make the current assignment and transfer of its rights under this Agreement fully valid and enforceable. In addition to this, upon request of the Party in charge of the protection, filing, prosecution, defence, and maintenance of the Industrial and/or Intellectual Property Rights, each Party commits to carry out all necessary actions, and to execute all necessary documents that might be required in order to make the assignment and transfer of rights to the Results (as defined under Clause 1 above) from each Parties' inventors to such Party fully valid and enforceable.

7.5 In the event that any of the Parties is not interested in the protection of the Intellectual and/or Industrial Property Rights, it should communicate such circumstance in writing the other Party or Parties within thirty (30) days from the date in which it became aware of the existence of the protectable Rights. In such event, the other Party or Parties shall be free to protect the Intellectual and/or Industrial Property Rights, which shall be registered at its/their own name and at its/their own expense. Such Party or Parties shall hold the exploitation right over the Intellectual and/or Industrial Property Rights, and the non-interested Party shall not hold any rights and/or obligations over the same.

Similarly, any Party (the "**Discontinuing Party**") may, upon thirty (30) day written notice to the other Party or Parties, discontinue paying its portion of the expenses associated with any application or right within any national jurisdiction in connection with the Industrial and/or Intellectual Property Rights. The other Party or Parties (the "**Continuing Party or Parties**") may continue to pay expenses in connection with the Industrial and/or Intellectual Property Rights and in so doing will own all right, title and interest in and to that application or right within such national jurisdiction. Consequently, each Discontinuing Party and all of its inventors will have no rights in and to that particular application or right within such national jurisdiction except for the right of that Discontinuing Party's inventors to be continued named and acknowledged as such. The Discontinuing Party or Parties will execute, at its own cost and expense, any assignments necessary to transfer full title and ownership to the Continuing Party or Parties. Each Continuing Party or Parties shall retain the share of the Discontinuing Party or Parties which is/are hereby vested to the Continuing Party or Parties prorate to their percentage of ownership in the Results.

7.6 Industrial and/or Intellectual Property Rights will not be abandoned without the written consent of the Joint Owners, except in case any of the Joint Owners becomes a Discontinuing Party, in which case its consent will no longer be required.

8. COMMERCIALIZATION OF RESULTS

Immediately after protection of the Results or at any moment upon request of any Party, the Parties shall negotiate in good faith which Party shall manage the exploitation of the Intellectual and/or Industrial Property Rights.

The Party in charge of the management of the exploitation of such rights shall collect and distribute any and all revenues accrued from their exploitation, which distribution shall equal the ratio of ownership in such Intellectual and/or Industrial Property Right, except if otherwise agreed between the Parties.

Each Party will be solely responsible for calculating and distributing its share of the revenue as specified under its respective patent or royalty policy to its respective Principal Investigator(s).

9. CONFIDENTIALITY

9.1 Subject to the other provisions of this Agreement, all Parties agree to treat the Confidential Information with all cautions reasonably necessary and practicable to prevent its disclosure to persons other than those of their employees, consultants and/or contractors with a need to know, and who are bound by similar terms of confidentiality.

9.2 Each Party warrants that all such employees shall be obliged to maintain the confidentiality of the Confidential Information and to use it only in accordance with the provisions of this Agreement, and each Party shall use all reasonable endeavours to avoid and act against any breach by its employees. Each Party is deemed responsible for any infringement by its employees of the obligations of confidentiality as contained in this Agreement

9.3 The confidentiality obligations hereinabove mentioned shall not apply to any information that:

a) can be demonstrated to have been in the public domain as of the Effective Date of this Agreement, or legitimately comes into the public domain through no fault of the Receiving Party;

b) can be demonstrated to have been known to the Receiving Party prior to the Effective Date of this Agreement and was not acquired, directly or indirectly, from Disclosing Party or from a third party under a continuing obligation of confidentiality;

c) can be demonstrated to have been rightfully received by the Receiving Party after disclosure under this Agreement from a third party who did not require same to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from Disclosing Party under a continuing obligation of confidentiality;

d) can be demonstrated to have been independently developed by personnel of the Receiving Party who had no substantive knowledge of any information provided by Disclosing Party; or

e) Is required to be disclosed pursuant to law or a Court order or a Court decision or an arbitration award, provided that the Receiving Party serves prior notice of such to the Disclosing Party prior to disclosure and provides sufficient time to the Disclosing Party to assert any exclusions or privileges that may be available by law, or seek a protective order or other remedy. In any event, the Receiving Party shall disclose only that portion of the information that is legally required to be disclosed and will exercise reasonable efforts to ensure that any information so disclosed will be accorded confidential treatment by the Court or arbitrator through protective orders, filings under seal and other appropriate means.

9.4 The obligations of confidentiality assumed under this Clause shall remain in full force and effect during the term of this Agreement, and for a term of five (5) years after the expiry or termination of this Agreement.

10. PUBLICATIONS

10.1 The Parties recognise that under their academic policies, they shall use their best efforts to publish the Results obtained in the performance of the activities referred to in Recital III above, and agree to respect the mention of the inventors or authors according to applicable Law and commonly accepted conventions for scientific publications.

10.2 Notwithstanding the foregoing, prior to any disclosure each Party shall submit to the other Party, at least forty thirty (30) days in advance, all intentions to publish or to otherwise disclose the Results. The receiving Party shall report in writing, within those thirty (30) days, if such Party is of the opinion that the protection of the Results might be threatened and/or its commercial interests are likely to be prejudiced by the aforementioned publication or disclosure (it shall be understood that the lack of reply in the 30-days period is a tacit approval of the disclosure). In case of prejudice, the receiving Party may request the disclosing Party to omit Confidential Information of the receiving Party and/or to delay the publication or disclosure to allow proper protection of the results to be disclosed. Such delay shall sufficiently be motivated in writing and shall not exceed sixty (60) additional days, except if otherwise agreed between the Parties

11. INDEMNITY

Each Party will indemnify and save harmless the other Party including its respective officers, directors, employees, agents and students from and against any and all suits, claims, demands, costs, damages, expenses, losses or injuries to persons or property caused by the breach, wilful or negligent act or omission of the indemnifying Party and its officers, directors, employees and agents during the performance or arising out of this Agreement.

12. LIMITATION OF LIABILITY

12.1 In no event will any Party be liable to other Party for loss of business or profit or for any special, indirect or consequential loss or damage, regardless whether arising under contract, tort, or based upon strict liability or other theory of law or equity arising from the performance of this Agreement.

12.2 In any case other than those set forth in the previous Clause 12.1, the liability of any of the Parties shall not exceed the amount of their respective contribution to the Project and to the protection and/or commercialization of the Results.

13. NO WARRANTIES

In respect of any information supplied by one Party to the other Party under this Agreement, no warranty or representation of any kind is made, given or implied as to merchantability or the sufficiency or fitness for a particular purpose, nor as to the absence of any infringement of any proprietary rights of third parties.

14. NO REPRESENTATION, PARTNERSHIP OR AGENCY

Unless otherwise stated in this Agreement, the Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

15. FORCE MAJEURE

No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party will notify the other Party of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notification, any of the Parties shall be entitled to unilaterally terminate the Agreement.

16. ENTIRE AGREEMENT

This Agreement together with Appendix 1 and 2 constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written or oral agreements or communications with respect thereto.

17. ASSIGNMENT

Neither Party will assign or transfer its rights or obligations under this Agreement, in whole or in part, to any third party without the prior express written consent of the other Party or Parties. Such consent shall not be unreasonably withheld.

18. AMENDMENT

Amendments and modifications to the text of this Agreement shall be valid only if made in writing and signed by an authorised representative of each of the Parties.

19. SEVERALTY

Should any Clause of this Agreement become invalid or unenforceable, whether in whole or in part, this shall not affect the validity of the remaining Clauses of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid Clause be negotiated which most nearly fulfils the purpose of the original Clause.

20. FORMAL NOTICES.

Any formal notice required or permitted by this Agreement must be delivered in writing and sent by certified mail with acknowledgement of receipt, to the following addresses, or to such other addresses as may be designated in writing by the Parties from time to time during the term of this Agreement:

If to CRG:

Fundació Centre de Regulació Genómica

C/ Doctor Aiguader, nº 88

E-08003 Barcelona (Spain)

Attn.: Technology and Business Development Office

(CRG_BusinessInnovation@crg.eu)

If to ORGANIZATION:

Attn.:

21. LANGUAGE

The Parties accept that this Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto, unless the Parties agree otherwise.

22. ADVERTISEMENTS OR PUBLICITY

The Parties will not use the name, trade name, trademark or other designation of the other Party or Parties, or of any of the Principal Investigator/s in connection with any products, promotion, advertising, press release, or publicity, without the prior written permission of the affected Principal Investigator/s, Party or Parties.

23. GOVERNING LAW AND JURISDICTION.

23.1 This Agreement shall be governed by and construed under the laws of Spain.

23.2 With express waiver to any other jurisdiction that may correspond to the Parties, any dispute or controversy in relation to, in connection with or resulting from the interpretation, performance, or execution of this Agreement that cannot be solved amicably between the Parties shall be submitted exclusively to the courts of the city of Barcelona (Spain).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BY CRG		**BY ORGANIZATION**
Name:	Ms Bruna Vives Prat	Name:
Title:	Managing Director	Title:
Date:		Date:

ACKNOWLEDGED BY:

CRG'S	**ORGANIZATION'S**
PRINCIPAL INVESTIGATOR	**PRINCIPAL INVESTIGATOR**
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1

DESCRIPTION OF THE PROJECT

TITLE OF THE PROJECT

BACKGROUND AND JUSTIFICATION OF THE PROJECT

EXPERIMENTAL PLAN AND OBJECTIVES

CONTRIBUTIONS OF THE PARTIES

SCHEDULE

The full and detailed description of the Project will be produced following the above-mentioned guidelines and will be incorporated to this Agreement as Appendix 1

APPENDIX 2

MATERIAL TRANSFER RECORD

FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA

and

ORGANIZATION

The Material described below is supplied by Provider to Recipient subject to the terms and conditions of the Research Collaboration Agreement signed between the Parties identified above on and related to a Project titled

Description of Material:

Date Material provided to Recipient:

Date Material received by Recipient:

In signing below, the Parties to this agreement acknowledge that they understand and will abide by the terms and conditions under which the Research Material is provided.

BY CRG	**BY ORGANIZATION**
Name:	Name:
Title:	Title:
Date:	Date:
CRG'S PRINCIPAL INVESTIGATOR	**ORGANIZATION´S PRINCIPAL INVESTIGATOR**
Name:	Name:
Title:	Title:
Date:	Date: