

Cooperation Project Agreement

between

Max F. Perutz Laboratories Support GmbH (“MFPL_S”)

and

Firma GmbH („xxx“)

A. Project Description

Protein sample processing and peptide identification as described in the quotation (xxx).

B. General Cooperation Conditions of Max F. Perutz Laboratories Support GmbH (“MFPL_S”)

1. Scope of cooperation

MFPL_S operates with its personnel a series of research infrastructure entities, consisting of high-end technical instrumentation (hereinafter “Facilities”). The facility of MFPL_S is explicitly dedicated to support and service the teams at the Max F. Perutz Laboratories (MFPL) with up-to-date methodology and modern equipment. The usage of our infrastructure is open to external users, provided that we can offer free capacities.

2. Project Description

The Project Description (section A.) describes the details of the cooperation project. The details of the cooperation project are to be discussed and agreed upon with the facility manager prior to start of the cooperation project. MFPL_S will make best efforts for rapid implementation. Modifications or extensions of the cooperation require a written agreement.

3. Fees

For each cooperation project, MFPL_S charges fees outlined as part of the Project Description. The fee is increased by legally mandatory value added tax. If not otherwise specified in Section A., payment has to be effected within 30 days from the date of the fee note without deductions. In case of delay the Partner is obliged to pay interest amounting to 10 per cent p.a. on a current account basis for the time until complete payment of the open amounts. Setting off fees against claims, if any, against MFPL_S is not permitted.

4. Provisions on utilization and security

XXX acknowledges that services of MFPL_S may use biological material in the meaning of the laws on gene technology or may contain toxic substances. It is the obligation of XXX to care for further safe use and utilization of the services of MFPL_S. MFPL_S and XXX have a reciprocal information duty on biological, radiation and chemical hazards. Only trained employees of XXX may get an authorization of access to the Facility to the extent necessary and will be informed on rules applying to the facility. XXX is responsible for such compliance by its employees.

5. Intellectual property, publications

The results of a cooperation project shall be owned by XXX. Intellectual property pertaining to the research area of XXX and which directly relate to XXX's product(s), shall belong to XXX. The research area of XXX and XXX's product(s) shall be defined in detail in the Project Description. Intellectual property pertaining to any other area (i.e., any area other than the XXX's area and product(s)), including without limitation the MFPL_S technology shall belong to MFPL_S. Each party agrees to render its full assistance and cooperation to the other party in obtaining and enjoying such ownership rights, at no cost to the other party other than reasonable out-of-pocket costs. Each party is responsible for its respective intellectual property rights, and may file, prosecute, maintain and exploit or otherwise commercialize intellectual property rights at its sole discretion and expense.

MFPL_S shall have the right to publish those results of research cooperation projects which pertain to MFPL_S's intellectual property upon consent of XXX which shall not unreasonably be withheld. XXX is obliged to describe the contributions of MFPL_S in an appropriate way under "acknowledgements" or if possible co-authorship in all of its own publications.

6. Non-disclosure

Subject to the foregoing, each party shall not disclose any information about subject and content of the cooperation and the other party's results. The non-disclosure period ends after the lapse of five (5) years from the termination of this agreement. Each party shall take care that also their employees, co-workers and consultants are included in the non-disclosure obligation. Excepted from the non-disclosure obligation is information which has already been previously known to the recipient or is or becomes common knowledge or in case disclosure is based on legal provisions or on decisions of public authorities.

7. Quality of services, warranty and indemnification

All services and data are provided on a best effort basis "as is". All processing times agreed upon in the project description are estimates and may be subject to change and are not strictly binding. MFPL_S will use its reasonable efforts to cooperate and provide services in the research cooperation. XXX is aware that services rendered by MFPL_S are based on biological material and are of experimental nature and therefore subject to variations of quality and to changes of products beyond MFPL_S's control. XXX is aware of a certain degree of unpredictability due to the nature of projects and samples or due to possible technical problems including machine downtimes. MFPL_S does not give any explicit or implicit warranty or guarantee and hereby expressly disclaims any warranty, expressed or implied with respect to performance of any services and quality of provided data, in particular regarding the merchantability or fitness for a particular purpose, the durability or certain quality of results or products, or the non-infringement of third party intellectual property rights. XXX shall defend MFPL_S, its employees, agents, affiliates and shall hold them harmless from and against all suits, actions, or proceedings, at law or in equity, and from all claims, costs, damages, losses and expenses (including, without limitation, attorney's fees, consultants' fees, experts' fees) of third parties that are related to or in connection with the materials, products, the provision of the services and results in the course of the cooperation project. MFPL_S does not assume any liability for the breach of third party rights to intellectual property in course of the cooperation. MFPL_S furthermore is not liable for delays in the carrying through of the project or in case of a project discontinuation. In any case the liability of MFPL_S is limited to damages in case of intent or gross negligence only. The liability for any negligence other than gross negligence is excluded. In no case encompassed by any liability are mere economic losses, lost profit and indirect or consequential damages of any kind whatsoever. Liability of MFPL_S in any case is limited to the amount paid by the XXX under the Cooperation Project Agreement. XXX is

responsible for the damage caused deliberately by its users to the equipment; this applies for the users who have been trained to use the equipment of MFPL_S.

8. Data Protection

In compliance with the EU Data Protection Act (EU DatenschutzGrundVerordnung), the undersigning legal representative of XXX hereby declares his/her consent that all the personal information made available by XXX regarding the staff of XXX (i.e. contact details) can be stored and processed by MFPL_S for the purpose of tracking the samples / material provided for the cooperation project. Furthermore, XXX can revoke the consent at any time, which might then lead to the termination of the cooperation project. In the event of revocation, the data of XXX and its staff will be deleted upon receipt of your notice.

9. Termination

The Cooperation Project Agreement terminates upon completion of the agreed cooperation. An early termination of the Project Agreement by XXX for any reason requires two (2) weeks prior notice in writing to MFPL_S. The Cooperation Project Agreement may be terminated by either party with immediate effect by written notice, if the other Party breaches the agreement in any material manner and shall have failed to remedy such default within two (2) weeks, after written notice thereof from the terminating party. In case MFPL_S terminates the Cooperation Project Agreement with XXX because of the non-payment or the delay of payment of fees, MFPL_S shall have the right to terminate any and all further current Cooperation Project Agreement(s) with XXX. Upon termination for any reason, MFPL_S is entitled to the contractual fees for all services or parts of services already provided plus all costs of MFPL_S that result from the termination which includes payments for residual expenses that result from actual obligations until the date of termination. Provisions of the Cooperation Project Agreement pertaining to intellectual property ownership, licenses and exploitation, publications as well as provisions on the non-disclosure shall survive the termination of the Cooperation Project Agreement.

10. Miscellaneous

Should any terms of the Cooperation Project Agreement be or become void or otherwise ineffective the other terms thereof are not affected. The parties are obliged to replace the ineffective terms by effective ones coming as near as possible to the scientifically and economically intended result.

The Cooperation Project Agreement is subject to Austrian law expressly excluding the rules of conflict of laws. The parties to the Cooperation Project Agreement shall endeavor to settle any disputes amicably.

Firma:

Signature

Date

Name:

Position:

Max F. Perutz Laboratories Support GmbH

Signature

Name: Dr. Georg Kontaxis
Position: Head of NMR Facility

Date

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