PROJECT
RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement, with an Effective Date of ... 2015 is made by and between the **University 1**, (“ ”), **University 2**, located at (“ ”), **Center**, located at, , (“”), **University 3** acting for and on behalf of its School of Medicine, with offices at (“ ”), , located at (“ ”), **GmbH**, (“ ”), **Ltd.**, located at (“ ”); and **Inc.,** located at (“ ”). The _____are referred to herein collectively as the “Institutes” and ----------are referred to herein as the “Companies.”

WHEREAS, the parties desire to collaborate together on a research project to develop a method for the _____, wherein the hypotheses being tested under the Project are that: (a) and (b) that this barrier can be surmounted by … immunogens, and boosting with ….. immunogens;

WHEREAS, the grantor organization has provided a grant to the for the ’s performance of its research activities under this Agreement and the ____has agreed to provide sub-grants thereunder to _____; and

WHEREAS, _____ are willing and able to conduct the research activities under the terms and conditions herein and will be funded by the Funding Organization .

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Definitions For purposes of this Agreement the following terms shall have the meaning listed herein below:

1.1 “Affiliate” shall mean any corporation or other entity that controls, is controlled by, or is under common control with an entity referenced in this Agreement. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or controls, directly or indirectly, fifty percent (50%) or more of the voting power of the other corporation or entity or otherwise has the power to control its general activities and/or manage its operations. Provided, however, that regarding X, Affiliate shall not include …..

1.2 “Agreement” shall mean this Research Collaboration Agreement including the appendices attached hereto and any amendments thereto that are signed by the Parties as provided in Section 23.

1.3 "---------- Product" means any product comprising any: (i) and/or (ii) that is useful in the Field.

1.4 "Background Intellectual Property" or "Background IP", in respect of a Party, means any and all Intellectual Property used to perform the Project, and that is controlled by such Party on the Effective Date or during the term of the Project but created outside the scope of the Project. For the avoidance of doubt, Background IP does not include Project IP. The Background IP of each Party on the Effective Date is identified in Appendix C attached to and made a part of this Agreement. Notwithstanding the provisions of Section 23, each Party may amend the identification of its Background IP in Appendix C from time to time by providing notice to that effect to the other Parties.

1.5 "Confidential Information" shall mean that confidential information as more fully described in Section 5.1.

1.6

1.7 "Data" shall mean recorded information, including but not limited to any reports of research activities, generated in the performance of activities under the Research Plan, including any such information related to gene sequences.

1.8 "Developed Countries" shall mean all countries of the world that are not Developing Countries.

1.9 "Developing Countries" means the countries that are eligible for GAVI support as of the Effective Date based on a Gross National Income (GNI) per capita below or equal to US $ 1,570 (identified at http://www.gavi.org/Support/Apply/Countries-eligible-for-support/) and South Africa, China, Brazil, Botswana and Thailand. Such countries, on the Effective Date, are listed in Appendix A as an attachment to the Research Plan. It is understood that in respect of South Africa, China, Brazil, Botswana and Thailand, the term "Developing Countries" is limited to the markets in those countries comprising the "Public Sector." For the purposes of this Agreement, the Public Sector comprises:

i) a government or a department or agency thereof, including ministries of health;
ii) intergovernmental organizations, including the United Nations, its Specialized Agencies such as the World Health Organization and its Programmes or Funds such as the United Nations Children's Fund(UNICEF);
iii) a non-profit organization or entity organized under the laws of a government or department or agency thereof, including non-governmental organizations such as Médecins sans Frontiéres and faith-based organizations; and
iv) entities (including entities in the private sector) that are funded by governments or non-profit organizations or foundations such as the UNICEF, the President's Emergency Plan for AIDS Relief, or the Global Fund to Fight AIDS, Tuberculosis and

Malaria.

1.10 "Disclosing Party" shall mean the Party that discloses Confidential Information as more fully described in Section 5.2.

1.11 "Effective Date" shall mean the effective date of this Agreement as first written hereinabove in the preamble.

1.12 "Field" means the diagnosis, treatment and prevention of Human Immunodeficiency Virus-1 (HIV-1) infection in humans.

1.13 "Global Access Objectives" means the objectives: (i) to improve the processes and technologies for the development, manufacture and delivery of Products for use in the Field, with the aim of making them more available and more accessible in terms of cost, quantity and quality to people most in need in the Developing Countries; and (ii) to ensure that information and data resulting from activities under the Project are promptly and broadly disseminated - without jeopardizing intellectual property protection - to the relevant scientific and educational communities.

1.14 "Institute Improvement" means any Project IP that is an improvement, enhancement, or modification to the Background IP as set forth in Appendix C…, as the case may be, but excluding any Project IP in respect of a Product.

1.15 "Intellectual Property" means any patent (including any supplementary protection certificate, patent term extension or equivalent in any jurisdiction), utility model, copyright, database right, inventions, application or right to register any of the aforementioned rights, unpatented know-how, and trade secrets.

1.16 "Internal Research Activities" means non-commercial research activities and the teaching of students conducted solely by a Party. For avoidance of doubt, the conduct of research activities or teaching of students that are sponsored or funded by any commercial entity are not Internal Research Activities.

1.17 "Company Improvement" means any Project IP that is an improvement, enhancement, or modification to the technology or …. technology as set forth in the Background IP listed in Appendix C, but excluding any Project IP in respect of a Product.

1.18 "Research Materials" means any tangible material, including any reagents, chemicals, biologicals and tissue samples provided by one Party for use by another Party in connection with the Research Plan or generated in the conduct of the

Research Plan and shall include modifications and unmodified derivatives thereof (the "Original Materials"), and Research Materials shall additionally include any Progeny, Unmodified Derivatives and any of the forgoing materials incorporated in Modifications. "Progeny" means any unmodified descendent from any Original Material; "Unmodified Derivative" means any substance which constitutes an unmodified functional subunit or product expressed by any Original Material; and "Modification" means any substance that contains and/or incorporates a significant or substantial portion of any Original Material, or of Progeny or Unmodified Derivative.

1.19 "Party" or "Parties" shall mean individually, …… as a party to this Agreement, or collectively, …… as the parties to this Agreement.

1.20 "Product" means any ---------- Vaccine Product, as the context permits.

1.21 "Project" means the collaborative research activities to be conducted between the Parties under the Research Plan; the objectives, scope, work plan and timescale for such collaborative research activities, and the milestones and respective responsibilities of the Parties are set forth in Appendix A, as such may be amended from time to time by written agreement between the Parties.

1.22 "Project X" means the antibodies comprising any Project … Sequence, or any functional fragment or variant of such antibodies or any antibody encoded by any Project Antibody Sequences.

1.23 "Project Y" means those specific antibody coding sequences (….) identified by any Party in the performance of its activities under the Project and any functional fragments or variants thereof.

1.24 "Project Z" means those specific antigen coding sequences (…….) that are identified by any Party in the performance of its activities under the Project, and any functional fragments or variants thereof.

1.25 "Project Intellectual Property" or "Project IP" means any Intellectual Property arising during activities carried out under the Research Plan. For clarity, Project IP shall include any Data and other Intellectual Property arising through activities carried out by one Party alone or with other Parties in the conduct of activities under the Research Plan.

1.26 "Project Leader(s)" means the designated project leader for each Party as more fully described in Sections 2.2 and 2.4.

1.27 "Project Results" means all Data including, without limitation, any reports of research activities identified or arising in

the course of research activities conducted under the Research Plan

1.28 "Vaccine Product" means any product comprising any …..- other than an antibody or functional fragment thereof – and that does not comprise RNA - that is useful in the Field.

1.29 "Receiving Party" means the Party that receives Confidential Information as more fully described in Section 5.2.

1.30 "Research Plan" means the research activities as described more fully in Article 2 and in Appendix A, attached hereto and made a part of this Agreement, including any amendments to such plan agreed in writing by the Parties.

1.31

1.32 "Steering Committee" or "SC" means the steering committee as described more fully in Section 2.3 and 2.5 to 2.9.

1.33 "Term" means the term of this Agreement as more fully described in Section 3.1.

2. Research, Governance, and Reports

2.1 Each Party shall perform those activities assigned to it under the Research Plan and its obligations under this Agreement: i) using its reasonable best efforts; ii) in accordance with the terms of this Agreement; and iii) in material compliance with all applicable laws, rules, and regulations, including but not limited to those pertaining to animal research.

2.2 XX's Project Leader for purposes of the Research Plan is ……. or his designee. …….. Each Party's Project Leader and project staff shall devote their time and efforts in a sufficient manner to complete the Research Plan according to the terms of this Agreement.

2.3 For the Term of this Agreement the Parties shall establish a Steering Committee ("SC") for the governance of the Research Plan.

2.4 For the Term of this Agreement, the Project Leaders (or designees referenced in the Research Plan) shall attend and participate in monthly project meetings (as established by the SC), and additional ad hoc meetings as necessary, via teleconference or in-person at a location to be mutually agreed upon. At such project meetings, each Party's Project

Leader (or designee referenced in the Research Plan) shall provide the other Parties' Project Leaders (or designees referenced in the Research Plan) with updates and progress reports on the Research Plan activities. Each Party will be responsible for all travel and related costs for its representatives to attend project meetings. The funder shall participate in meetings of the SC on an *ex officio* basis and shall be represented by ……. or his designee.

2.5 The SC shall be responsible for overseeing the progress and implementation of the Research Plan in a manner consistent with the terms of this Agreement, including, but not limited to (i) making routine decisions about the direction of the research program and for advising on allocation of resources and (ii) recommending the modification of the Research Plan (which recommendation shall be adopted or not by the Parties in accordance with this Agreement). The SC may decide to establish subsidiary bodies, with functions and memberships they chose. Such subsidiary bodies may include a technical advisory group to provide supplemental scientific or technical advice to the SC that adds to such advice available to the SC from the Parties themselves.

2.6 The SC will be comprised of the Project Leaders from ……. The Foundation will be represented on the SC in an ex officio capacity and will not have a vote.

2.7 All decisions of the SC shall be made by unanimous agreement of the Parties, with each member of the SC having one (1) vote each. The Parties shall use their best efforts to resolve any differences brought to the attention of the SC. In the event the SC cannot reach unanimity with respect to any issues, such issues shall be referred for further review and resolution to a senior executive of the Parties identified by them for this purpose (including, for example the President/Chief Executive Officer, in the case of the Companies, or an academic dean, in the case of the Institutes). Such officers of each Party shall use reasonable efforts to decide such matter by mutual agreement within thirty (30) days after the matter is referred to them.

2.8 The SC shall meet as needed during the Term of this Agreement. The Parties shall meet via teleconference or in person at a location to be mutually agreed upon.

2.9 The initial chairperson of the SC shall be selected by the members of the SC having a vote on the SC. The role of the chairperson shall be to convene and preside at meetings of the SC and to ensure the preparation of the agenda and the minutes, but the chairperson shall have no additional powers or rights beyond those held by the other SC representatives. Each Party shall be responsible for all travel and related costs for its representatives to attend meetings of, and otherwise participate in, the SC.

2.10 Each Party shall provide each other Party with written progress reports and a final written report summarizing the results of its activities conducted under the Project as specified in the Research Plan and as reasonably requested by another Party to facilitate work under the Research Plan. Each Party shall use commercially reasonable efforts to submit the Project Results obtained by such Party in the conduct of activities under the Research Plan to each other Party's Project Leader or designee referenced in the Research Plan on or before the due dates as described in the Research Plan. For the purpose of clarity, no party is obliged to provide any other Party Project Results or Data beyond the deliverables specified in the Research Plan.

3. Term and Termination

3.1 The Term of this Agreement shall commence upon the Effective Date and shall continue until the earlier of (a) completion of the Research Plan or (b) four (4) years from the Effective Date.

3.2 If they unanimously agree to do so, the other Parties may treat any Party as having withdrawn from this Agreement with immediate effect by giving written notice to that Party if:

a) that Party is in material breach of any provision of this Agreement (including an obligation to make any contribution (including payment) and (if it is capable of remedy) the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; or
b) as far as legally permissible under applicable law, that Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any assignment of its assets for the benefit of its creditors and.

3.3 Any Party may withdraw from the this Agreement by giving to each of the other Parties not less than sixty (60) days' written notice if it is unable or unwilling to continue to be involved in the Project.

3.4 The SC may recommend to the Parties the termination of this Agreement. Upon such termination following such recommendation, the Parties will immediately cease all activities under the Research Plan and each Party will use its reasonable best efforts to minimize expenses incurred by all Parties in bringing the activities in progress to a logical conclusion, as mutually agreed upon by the Parties.

3.5 Any Project Leader will notify the other Parties promptly if at any time he/she is unable or unwilling to continue to be

involved in the Project. Within thirty (30) days after the date of that notice, the Party employing the Project Leader will nominate a successor. The other Parties will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Parties on reasonable grounds and no other acceptable successor can be reasonably found, the other Parties may treat that Party as having withdrawn from this Agreement by giving not less than sixty (60) days' written notice to that Party and all other Parties.

3.6 If a Party withdraws or is treated as having withdrawn from the Project in accordance with Clauses 3.2, 3.3, or 3.5, the other Parties will use reasonable endeavours to reallocate the obligations of that Party under this Agreement amongst themselves or to a third party acceptable to the remaining Parties, provided that that third party agrees to be bound by the terms of this Agreement.

3.7 In the event of termination or expiration of this Agreement the following provisions shall survive: Sections 1, 5, 3.7, 6.3-6.5, 8.1, 8.2(ii) and 8.2(iii) (both with respect to Project IP in existence and licenses granted before the termination or expiration of this Agreement), 8.3, 8.4(with respect to Project IP in existence and licenses granted before the termination or expiration of this Agreement), 8.5, 8.6 (with respect to Project IP, patents and patent applications in existence before the termination or expiration of this Agreement), 9, 11, 12, 13, 15, 16, 17, 23, 24, 25, 26, 27 and 28.

4.

5. Confidentiality

5.1 The Parties acknowledge and agree that each Party's business and future success depends on the preservation of confidential information of that Party and/or its Affiliates, sub-grantees, subcontractors, and consultants. Such confidential information of a Party may include, but not be limited to, unpublished data, processes, techniques, methods, computer programs, chemical structures and other information regarding the synthesis, formulation and development of pharmaceuticals, compounds, know-how, ideas (including patentable ideas), inventions, improvements, unpublished patent applications, copyrightable works, schematics, product development plans, forecasts, strategies, suppliers, regulatory strategies and other technical, business, financial, marketing and merchandising information of such Party and/or its affiliates, suppliers, collaborators, subcontractors, consultants and customers ("Confidential Information").

5.2 During the Term of this Agreement it is anticipated the Parties will provide Confidential Information to each other and will be permitted to share and disclose the Confidential Information of a Disclosing Party with other Parties for purposes of conducting and implementing the Research Plan. In the event the Disclosing Party provides Confidential

Information to the Receiving Party then the terms and conditions of this Article 5 shall govern such disclosure. Written disclosures of Confidential Information shall be marked as "Confidential" by the Disclosing Party at the time of such written disclosure. Oral disclosures of Confidential Information shall be reduced to writing within thirty (30) days of such oral disclosure and marked as confidential by the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall also include information that, given the nature of the information and the cCumstances surrounding such disclosure, would reasonably be considered "confidential" or "proprietary", even if it is not designated as such at the time of or after the disclosure. Each Party agrees to protect and to preserve as confidential during and for a period of three (3) years after the Term of this Agreement all Confidential Information of another Party disclosed by such other Party to Receiving Party. Receiving Party agrees: (a) to not disclose a Disclosing Party's Confidential Information to any third party; and (b) to share a Disclosing Party's Confidential Information with only its employees, and consultants and subcontractors identified in the Research Plan and to the other Parties in the Project who have a need to know such Confidential Information to perform the Research Plan and who are bound by restrictions on disclosure and use of such Confidential Information at least as restrictive as those set forth herein; and (c) to use each other Party's Confidential Information solely as necessary to perform the Research Plan, in each case except as otherwise permitted by the applicable Disclosing Party in writing or expressly set forth in this Agreement.

5.3 The obligations of this Article 5 shall not apply to:

i) information which is or becomes known publicly through no fault of any Receiving Party;

ii) information learned by Receiving Party on a non-confidential basis from a third party entitled to disclose it;

iii) information developed by Receiving Party independently of Confidential Information or Research Material obtained from the Disclosing Party as shown by documentary evidence; or

iv) information already known to Receiving Party before Disclosing Party disclosed as shown by prior written records.

5.4 In the event a Disclosing Party's Confidential Information in possession of a Receiving Party is required to be made accessible to the public by operation of law or the Receiving Party is legally compelled to disclose it, the Receiving Party shall promptly notify the Disclosing Party in writing as to the reasons for such disclosure. The Receiving Party will employ all reasonable measures to afford Disclosing Party a reasonable opportunity to object to or condition such disclosure through a protective order or other means as to such Confidential Information, and will use reasonable efforts to obtain legally available assurances that such Confidential Information will be, treated confidentially.

5.5 Receiving Party shall return each Disclosing Party's Confidential Information upon the first to occur of: (a) such Disclosing Party's request; (b) expiration of this Agreement, or (c) termination of this Agreement. A Receiving Party may retain one (1) archival copy of the Disclosing Party's Confidential Information for purposes of complying with or enforcing this Agreement and, in addition, any copies of Confidential Information that such Receiving Party has a right of continued use thereon as expressly set forth in this Agreement.

6. Materials

6.1 The Parties agree that this Agreement, in particular this Section 6, constitutes a material transfer agreement between them for the transfer of Research Materials as required under the Research Plan, to which the Parties may add a material transfer record form to memorialize the transfer of particular Research Materials. Moreover, MTAs that are already in force between given Parties may be used to effect the transfer of Research Materials as required under the Research Plan, provided, however that if any terms of such existing MTAs are not consistent with this Agreement and the Research Plan the terms of this Agreement and the Research Plan shall control.

6.2 Each Party that is providing Research Materials to another Party will provide the said Research Materials in such amount and quality as described in the Research Plan. The Party receiving the said Research Materials may test them upon receipt to check compliance with the criteria set forth in the Research Plan. If any such Research Materials fail to meet such criteria, the receiving Party shall notify the providing Party, and the receiving Party shall not be obligated to conduct any activities under the Research Plan unless and until the providing Party provides a sufficient quantity of the said Research Materials meeting all applicable criteria.

6.3 The Research Materials disclosed by the providing Party are supplied in confidence, will remain the property of the supplying Party (on behalf of such Party's partners, if applicable) and will not be passed to any other Party or to a third party, unless required by the Research Plan.

6.4 Each Party receiving Research Materials under this Agreement agrees that such materials supplied to it:

(i) will be used solely for, and in compliance with, the terms and conditions set forth in this Agreement;
(ii) will be used in compliance with all applicable laws, rules and regulations;
(iii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;
(v) will be used only at such Party's (or its permitted subcontractor's) organisation and only in its laboratory; and
(vi) will not be reverse engineered or chemically analysed except as expressly provided for (if at all) in the Research Plan.

6.5 Upon termination or expiration of this Agreement, each Party shall discontinue its use of any Research Materials provided by another Party and shall return any remaining Research Materials, or, at the providing Party's request, destroy them and certify destruction thereof.

7. Data Sharing

7.1 The Parties acknowledge that they are required to share Data promptly with other Parties and with the funder in the performance of activities ascribed to them under the Research Plan and in accordance with the terms of this Section 7, subject to the provisions regarding the protection of Confidential Information in Section 5 and bilateral agreements with the funder. For the purpose of clarity, unless otherwise expressly provided for in this Agreement, no Party is obliged to provide any other Party Research Results or Data beyond the deliverables specified in the Research Plan.

7.2 Data must be collected, maintained and used in accordance with the necessary informed consent and regulatory approval (if applicable).

7.3 The Steering Committee may establish processes by which Data will be physically or electronically transferred among the Parties and with the funder, provided that costs associated with Data sharing activities, including costs to ensure that the Data is in a form compliant with applicable laws (anonymized, for example), and "Open Access" publications specified in this Agreement will be incorporated into the budget for the grant agreement or contract, as the case may be, with the funder.

7.4 For Data where standardized data formats, metadata standards and repositories exist, such as for certain genomic and transcriptomic data, the Party generating the Data will provide the funder and other Parties an appropriate link and identifier (e.g. accession number) to the Data. A list of publicly available repositories is listed in Appendix B.

7.5 Project Leaders that wish to submit Data to repositories that aren’t listed in Appendix B should provide the SC with links and information regarding the unlisted repository. If there are no objections from any member of the SC within ninety (90) days, it will be added to Appendix B.

8. Intellectual Property

8.1 IP ownership

i) Background IP. All rights and title to the Background IP of each Party are owned solely by such Party, subject only to the licenses that are granted to the other Parties in accordance with Section 8.2.

ii) Project IP.

1. Subject to Section 8.1(ii)(2), if Project IP is conceived or reduced to practice (in the case of patentable Project IP), authored (in the case of Project IP subject to copyright) or contributed to (in the case of all other forms of Project IP) during activities carried out under the Research Plan solely by or on behalf of a single Party, then such Party solely owns such Project IP. If Project IP is conceived or reduced to practice, authored or contributed to, as the case may be during activities carried out jointly by or on behalf of two (2) or more Parties under the Research Plan, then such Parties jointly and equally own such Project IP ("Joint Project IP"), unless otherwise agreed between them. Inventorship of Project IP is determined in accordance with applicable national law where the invention is made.
2. As indicated in the Research Plan … immunogens and vaccines based on…'s technology will be transferred from ….. to …. Com1 and Com2 agree that any sole or joint Project IP that arises from Com1's use of such … immunogens or vaccines that is (a) a Com1 Improvement shall be solely owned by Com1 or (b) a Com2 Improvement shall be solely owned by Com2. Com2 will promptly inform Com1 of any inventions or other significant developments arising from its use of such …. immunogens or vaccines and Com1 and Com2 will determine in good faith if such development is a Com2 Improvement.

3. As necessary to effect the provisions of Sub-Sections 8.1(ii)(2), Com2 will in the case of sub-Section 8.1(ii)(2)(a) either (a) promptly assign and transfer to Com1 its rights, interest and title to such Project IP or (b) waive any legal or equitable interest in such Project IP; and Com1 will in the case of Sub-Section 8.1(ii)(2)(b) either (a) promptly assign and transfer to Com2 its rights, interest and title to such Project IP or (b) waive any legal or equitable interest in such Project IP. In the event of such an assignment or waiver, Com2 (in the case of Sub-Section 8.1(ii)(2)(a)) or Com1 (in the case of Sub-Section 8.1(ii)(2)(b)), will make or procure all necessary documentation from its personnel as are necessary to give effect to Sub-Sections 8.1(ii)(2) and to assist the other Party in every way reasonably

required to obtain, enforce or defend patent protection in respect of the interest in Project IP assigned or waived, such as the case may be. The provision of such documents or assistance from Com2 or Com1 may be subject to reasonable compensation for the actual costs incurred by the other Party. Furthermore, Com2 (in the case of Sub-Section 8.1(ii)(2)(a)) or Com1 (in the case of Sub-Section 8.1(ii)(2)(b)), will execute and deliver all such documents, instruments and other papers and take all such other action which the other Party may reasonably request in order to effect the provisions of Sub-Sections 8.1(ii)(2) and (3).

4. If any Party believes that an improvement to its Background IP has been made by another Party, the relevant Parties shall discuss in good faith the disposition of ownership or licensing of such improvement. In the event of a dispute regarding whether or not Project IP is an improvement, the relevant Parties shall discuss and resolve the question in good faith.

8.2 Licenses and other rights

i) **Limited license for the collaboration**. Under this Agreement, each Party does hereby grant to the other Parties a non-exclusive, cost-free and limited license under Project IP and Background IP of the granting Party and the granting Party's interest in any Joint Project IP (without any warranty) to the extent necessary for each other Party to carry out its obligations under the Research Plan, and solely for such purpose, except that no license under the Company technology shall be granted to or by a Party under this Agreement. Such license is not transferable or sub-licensable without prior written permission of the granting Party. Such permission will not be required for a Party to authorize those of its subcontractors or sub-grantees that have been identified in the Research Plan, where such authorization is to the extent necessary for the authorizing Party to carry out its obligations under the Research Plan, and solely for such purpose.

ii) **Owners' rights to exploit Joint Project IP**. Subject to: (a) the licenses granted under Joint Project IP pursuant to Section 8.2(iii) for the research and pre-clinical development of Products and (b) any license granted under Joint Project IP pursuant to Section 8.4 for the clinical development and commercialization of Products; if a Party wishes to commercialize Joint Project IP for any other commercial purpose, then all co-owning Parties shall first attempt in good faith to mutually agree on a joint plan to commercialize such Joint Project IP including fair and reasonable consideration to each co-owning Party/Parties from net revenues derived from any joint licensing or other commercialization of the Joint Project IP. In the event such co-owning Parties are unable to agree on a joint commercialization plan for the Joint Project IP, each co-owning Party shall have the

right to independently practice, license and otherwise exploit its share of such Joint Project IP without any obligation to account to the other co-owning Party/Parties, and each co-owning Party will grant the other co-owning Party/Parties a non-exclusive, non-transferable, cost-free, perpetual, irrevocable and worldwide license (with the right to sublicense such license through multiple tiers) to its share in Joint Project IP. In that case, a co-owning Party is permitted to assign its share in Joint Project IP without the prior written approval of other co-owning Parties of such Joint Project IP, provided that the assignment agreement makes the assigned share of such Joint Project IP subject to the terms of this Agreement.

iii) **Licenses to develop Products**. For the avoidance of doubt, it is acknowledged and agreed by the Parties that notwithstanding any other provision of this Agreement no Party or Parties shall have the right to conduct clinical development or commercial exploitation of a Product under any Project IP of another Party without the license agreement with the respective Party in writing pursuant to Section 8.4. Each Party does hereby grant the Parties referred to in numbered paragraphs 1-3 below a non-exclusive, cost-free, irrevocable (subject to the condition in sub-Section 5, below, and Section 8.4(ii)) and worldwide license to the granting Party's Project IP (including such Party's share in Joint Project IP) to the extent necessary and useful for each such Party to conduct research or pre-clinical development of the respective Product of such other Party (but not any other product) in the Field. Each Party shall be entitled to sublicense the foregoing license to any third party contract research organization ("CRO") used by the Party solely to conduct limited aspects of the research or pre-clinical development of the respective Product of such Party in the Field on such Party's behalf without prior permission of the owner of the relevant Project IP. Any other sublicense to a third party requires the permission of the owner of the relevant Project IP, which permission shall not be unreasonably refused. The scope of the licenses shall be on the following:

1. each Institute and each of Com2 and A grants a non-exclusive license to Com1 for research and pre-clinical development (but not clinical development or commercial exploitation), in the Field, of RNA Vaccine Product only, and not for any pre-clinical or clinical development or commercial exploitation by Com1 in respect of any Protein Vaccine Product or Antibody Product;

2. each Institute and Com1 grants a non-exclusive license to Com2 and A for research and pre-clinical development (but not clinical development or commercial exploitation), in the Field, of Antibody Product only, and not for any pre-clinical or clinical development or exploitation by Com2 or A in respect of any …… Vaccine Product or …. Vaccine Product; and

3. each of Com1, Com2 and A, and the Institutes grants a non-exclusive license to each Institute for research and pre-clinical development (but not clinical development or commercial exploitation), in the Field, of ….. Vaccine Product only, and not for any pre-clinical or clinical development or exploitation by any Institute in respect of any ….. Vaccine Product or …. Product.

4. Each of the licenses under sub-Sections 1-3 shall remain subject to the right of each granting Party to conduct Internal Research Activities under the licensed Project IP.

5. Each of the non-exclusive licensees under the sub-Sections 1-3 above shall use commercially reasonable efforts to pursue the research and pre-clinical development of the Products that are the subjects of the licenses granted.

8.3 The Parties' obligations to the funder for its Global Access Objectives. Each Party acknowledges that the funding for the conduct of the Project is provided by the funder in the context of its Global Access Objectives, and that each Party has obligations to the funder as set forth in its respective grants or contracts with the funder in respect of such Party's Project IP and Confidential Information and, as applicable, Background IP.

8.4 Options to negotiate for exclusive rights to commercially exploit Products. **[REDACTED]**

i) **No other license or right**. Except as may be expressly set forth in this Agreement or separately agreed by the Parties, no rights to any Intellectual Property, Confidential Information or Research Materials owned and/or controlled by a Party will be granted by such Party to any other Party, and nothing in this Agreement will be deemed or implied to be any such grant.

8.6 Patent protection of Project IP.

i) **Prior notice of filing**. Without limiting any Party's obligations to the funder, a draft abstract of any patent application claiming any invention within the Project IP will be promptly reported to the other Parties no later than one (1) month prior to filing, and the filing Party will provide (in confidence) a copy of any such initial draft application to any requesting Party. It is understood that no Party is obliged to draft or file or continue the prosecution of patent applications directed to Project IP. If a Party who solely invents any Project IP does not intend to file a patent application to protect such Project IP or continue the prosecution of a patent application once filed, it shall promptly notify all other Parties of this fact, and, then those Parties who are willing to

undertake such Patent Activities (as defined in Section 8.6(iii)) will be permitted to do so at their expense. In such cases, the Party who invented that Project IP will reasonably cooperate with the other Parties who agree to undertake such Patent Activities, at such other Parties' expense.

ii) **Prosecution of solely owned Project IP**. Without limiting any Party's obligations to the funder, subject to Section 8.6(i), a Party that solely owns any invention within the Project IP has sole right, but not the obligation, to draft, file, prosecute, maintain, extend, defend and enforce patent application(s) claiming such solely owned Project IP, at its sole expense, and without having to account to any other Party.

iii) **Prosecution of jointly owned Project IP**. If any invention in Joint Project IP is jointly owned between one or more Institute and only one Company (except for Joint Project IP covering any Protein Vaccine Product), then that Company will have the first right to draft, file, prosecute, maintain, extend, defend and enforce patent application(s) ("Patent Activities") claiming such Joint Project IP. Should such Company not wish to have the responsibility for the Patent Activities, then it shall promptly notify the other co-owning Institute(s) who shall then have the right to conduct such activities. If any invention in Joint Project IP is jointly owned between two or more Companies, then they shall promptly discuss and agree which Company will have the first and which the second right to conduct the Patent Activities; and if neither wish to have the responsibility for such activities, then they shall inform any co-owning Institute(s) who shall then have the right to conduct the Patent Activities, save that in relation to Joint Project IP covering any … Vaccine Product, Com1 will have the first right to conduct Patent Activities with respect thereto; in relation to Joint Project IP covering any … Vaccine Product, the Institutes will have the first right to conduct Patent Activities with respect thereto, and in relation to Joint Project IP covering any …… Product, Com2 and A will have the first right to conduct Patent Activities with respect thereto, subject to any agreement between Com2 and A on allocation of such responsibilities. If any invention in Joint Project IP is jointly owned only between two or more Institutes, then they shall promptly discuss and agree which Institute will have the first and which the second right to conduct the Patent Activities with respect thereto. The documented reasonable expenses of all Patent Activities in respect of Joint Project IP will be shared equally between the co-owning Parties of such Joint Project IP (with the exception of Joint Project IP relating solely to … Vaccine Products or …… Products for which such reasonable expenses will be paid for by Com1 and Com2/A respectively); *provided however*, that should a co-owning Party not wish to incur such expense then it shall promptly notify the other Parties accordingly then the notifying Party shall have no further financial obligations or control in relation to the conduct of the Patent Activities. The Party conducting Patent Activities for Joint Project IP (a) will mutually select with the other co-owning Parties the outside patent counsel who will perform the Patent Activities for such Parties, (b) shall keep the other owning

Parties fully informed of all actions taken with respect to such patent applications, and any resulting patents, (c) will provide those Parties with copies of all patent applications, amendments, office actions and all other material correspondence and documents sufficiently in advance of due dates for responses to such matters, as well as a reasonable opportunity to review and comment on all actions taken, and (d) shall consider in good faith all reasonable and timely comments made by the other co-owners.

9. Publication.

9.1 All publications on the Project that are published in peer-reviewed journals shall be on "open access" terms and conditions whereby users of such publications would be free to copy and redistribute them in any medium or format and transform and build upon the Data described in such publications for any purpose (including commercial) without further permission or fees being required. This can be accomplished by publishing under a Creative Commons Attribution 4.0 International (CC BY 4.0) license or equivalent. Such "open access" to the publication in peer-reviewed journals and any underlying Data does not imply a license to or waiver of patent rights or other intellectual property rights held by a Party.

9.2 Copies of documents (e.g. manuscripts, abstracts or verbal or poster presentations) that disclose any information in respect of the Project including Data, results and information resulting or arising from the Research Plan shall be submitted to each Party for review and approval at least thirty (30) days prior to the document's submission for publication or presentation and at least fifteen (15) days prior for abstracts. Upon written request, the publishing Party shall remove or have removed any Confidential Information of another Party and/or delay submission and/or publication of the document up to sixty (60) days following the request to allow a Party to secure intellectual property rights. In conjunction with the foregoing, each Party agrees to allow use of sufficient non-confidential background information regarding Research Materials it provides to enable complete and accurate publication of the results of research utilizing those Research Materials.

9.3 In the event that the document to be published includes data, information or material generated by a Party's scientists, and professional standards for authorship would provide that such scientists be included as co-authors of the document, the names of such scientists will be added as co-authors of the document. Such professional standards include the International Committee of Medical Journal Editors' Recommendations (www.icmie.org).

9.4 When Data is published or otherwise publicly disseminated by a Party, the publishing or presenting Party is required to acknowledge the Party that generated the Data.

10. Certifications.

10.1 Each Party hereby certifies to the other Parties that:

i) as of the Effective Date of this Agreement, it has the full and unrestricted power and authority to enter into this Agreement, it has the right to provide all Research Materials that it provides to another Party under this Agreement, and has obtained all consents necessary to provide such Research Materials to the applicable Parties for the uses contemplated under the Research Plan (save that such certification does not extend to a certification in relation to Intellectual Property);

ii) it shall perform its activities under the Research Plan and perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations;

iii) the activities it will conduct under the Research Plan do not and will not include clinical subject research; and

iv) that all animals used by it for activities conducted by such Party under the Research Plan and this Agreement shall be treated in accordance with generally accepted principles for the humane treatment of such animals and the avoidance of unnecessary suffering in accordance with the policies and guidelines as established by an accredited institutional animal care and use committee (IACUC) and in accordance with all other applicable laws, regulations and policies to which it is bound, including the requirements of the local jurisdiction in which such animal studies will be conducted; provided that, the requirements of the local jurisdiction are no less stringent than those set forth by the United States Animal Welfare Act, the Health Research Extension Act of 1985, and all regulations and guidelines established under these laws.

11. Indemnification and Disclaimers.

11.1 To the extent permitted by the law under which each Party is constituted, each Party ("Indemnifying Party") agrees to indemnify, hold harmless, and defend each other Party ("Indemnified Party") to this Agreement and its officers, trustees, employees, students, representatives and agents, consultants and advisors from and against any and all third party causes of action, claims, suits, legal proceedings, judgments, settlements, damages, penalties, losses, liabilities and costs (including reasonable attorneys' fees and costs) (each a "*Claim*") to the extent arising out of or caused by the Indemnifying Party's (a) negligent act, negligent omission or willful misconduct in connection with its activities conducted under this Agreement, (b) any use by the Indemnifying Party of Project IP, Data, Research Materials or Products provided or generated hereunder for profit-making or other commercial purposes, including without limitation sale, use in manufacturing, or provision of a commercial product or service based upon the Project IP, Data, Research Materials or Products, or any allegations that the commercialized product or service infringes or violates the valid intellectual property rights of any third party, (c) violation of any applicable laws or regulations in connection with its activities carried out under this Agreement; or (d) employment-related claims made in connection with the performance of activities by the Indemnifying Party under this Agreement. The Indemnifying Party's liability for Claims shall be reduced or apportioned to the extent the applicable third party's Claims arising out of the actions referenced above in sub-clauses (a)-(d) were proximately caused by the Indemnified Party's negligence, willful misconduct, or violation of any applicable laws or regulations, all in connection with the Indemnified Party's activities conducted under this Agreement. The Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim under this Section. Indemnifying Party shall not, without the Indemnified Party's prior written consent, enter into any settlement, stipulated judgment or other arrangement with respect to such Claims that (i) imposes any obligation on the Indemnified Party, (ii) does not unconditionally release the Indemnified Party from all liability, (iii) would have an adverse effect on the Indemnified Party's reputation or business, or (iv) admits fault of the Indemnified Party without prior written consent.

11.2 In the event that any Company, any Affiliate, licensee or sublicensee thereof, or any third party on behalf of or for the account of such Company, uses any results of the research conducted pursuant to this Agreement, including without limitation any HHMI IP Rights, for any commercial purpose ("Commercial Use") or the development or derivation of a product or service (collectively, a "Company Product"), HHMI and its trustees, directors, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by such Company from and against any claim against an HHMI Indemnitee and any related liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable

attorneys' fees and other costs and expenses of defense) (collectively, "Commercial Use Claims") based upon, arising out of, or otherwise relating to any Commercial Use or use of any Company Product by any person or entity (including any HHMI Indemnitee), including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Commercial Use Claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee. For the avoidance of doubt, this indemnification provision shall not be deemed to grant to any Company any rights in research results. This provision shall survive any expiration or termination of this Agreement.

11.3 The HHMI Indemnitees will also be indemnified, defended by counsel acceptable to HHMI, and held harmless by any Company that receives research results, Data or Research Materials from UNIVERSITY1 ("UNIVERSITY1 Research Materials") from and against any claim against an HHMI Indemnitee and any related liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Materials Claims") based upon, arising out of, or otherwise relating to the use, handling, storage, or disposition of such UNIVERSITY1 Research Materials by such Company's Project Leader, such Company or others (except for any HHMI Indemnitee) who possess the UNIVERSITY1 Research Materials through a chain of possession leading back, directly or indirectly, to such Company or such Company's Project Leader, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Materials Claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee. This provision shall survive any expiration or termination of this Agreement.

11.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT NO PARTY SHALL BE LIABLE OR RESPONSIBLE TO ANY OTHER PARTY FOR THE USE BY SUCH OTHER PARTY OF ANY PRODUCT, PROJECT IP, PROJECT RESULTS OR DATA THAT MAY RESULT FROM THE ACTIVITIES CONDUCTED UNDER THIS AGREEMENT. ANY MATERIAL DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS PROPERTIES. ANY PRODUCT, PROJECT IP, PROJECT RESULTS OR DATA ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE USE OF THE PRODUCT, PROJECT IP, PROJECT RESULTS OR DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY, OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE.

11.5 AS FAR AS LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR EXPECTED SAVINGS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, EXCEPT WITH RESPECT TO INDEMNIFYING PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 11.1, 11.2, AND 11.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND AND ON ANY THEORY OF LIABILTY, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBLILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES FURTHER AGREE THAT EACH WARRANTY DISCLAIMER, EXCLUSION OF DAMAGES OR OTHER LIMITATION OF LIABILITY HEREIN IS INTENDED TO BE SEVERABLE AND INDEPENDENT OF THE OTHER PROVISIONS BECAUSE THEY EACH REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES.

11.6 THE PARTIES AGREE THAT (a) THE RESEARCH MATERIALS ARE PROVIDED "AS IS"; AND (b) NO PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE USE OF THE RESEARCH MATERIALS SHALL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS, OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE.

12. Assignment. Neither this Agreement nor any rights or obligations of any Party hereunder may be assigned or otherwise transferred by any Party without the prior written consent of the other Parties; provided, this Agreement may be assigned in whole or in part by any Party, to an Affiliate or to a successor-in-interest by merger, consolidation, acquisition, change in control, or sale of all or substantially all of the assets of such Party. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, executors, heirs, representatives, administrators and permitted assigns. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

13. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, shall be deemed to have been given or made and shall be deemed sufficient in all respects when delivered personally, when placed in the United States mail, postage prepaid, certified mail, return receipt requested, or when sent by recognized commercial courier (e.g. Federal Express or DHL) and sent to the following addresses:

A, Inc.
Attn: Corporate Development
……

University3 School of Medicine
Office of Corporate Research Collaborations
Attn: Executive Director
……

University 1
Office of Sponsored Programs
Attention: Director of Sponsored Programs
……
(Electronic Mail)

Institute 1
Attn:
…….
(Voice)
e-mail:

Attn:

Tel:
e-mail:

Com1 ……

Com2
……..

University3

……..

14. Independent Contractor. The Parties hereto are acting as independent contractors and shall not be deemed to be partners, joint venturers or each other's agents. No Party shall have the right to act on behalf of or otherwise bind any other Party.

15. Force Majeure. If any Party shall be delayed, interrupted in or prevented from performance of any obligation hereunder by reason of act of god, fire, flood, war (declared or undeclared), terrorist act, public disaster, strike or labor difference, governmental enactment, rule or regulation, or any other cause beyond such Party's control, such Party shall not be liable to the other and the time for performance of such obligation shall be extended for a period equal to the duration of the contingency which occasioned the delay, interruption or prevention, provided that the Party affected by the force majeure event promptly delivers to the other Parties a proposed workaround plan to resume its performance. However, if such events shall continue for ninety (90) days, the other Parties shall have the option of terminating this Agreement with respect to the affected Party by giving written notice of termination.

16. Public Statements/ Press Release/Use of Names. No Party shall use the name or trademarks of the other Parties or its Affiliates, in any press release, public statement, public disclosure or publication without the named entity's prior express written consent. The Parties will not issue any press release, public statement or public announcement with respect to this Agreement and the Research Plan without the prior express written approval of the other Parties. In the event a Party desires to issue a press release relating to this Agreement or the Research Plan then the issuing Party shall provide the other Parties a copy of such press release, public statement and/or public announcement at least fourteen (14) days in advance of the proposed release date for its review, comment and approval. Notwithstanding the foregoing, a Party may without further consent (a) acknowledge the contributions of a Party in academic publications prepared in accordance with this Agreement, (b) acknowledge the existence of this Agreement, the support provided by the funder, and the subject matter of the research in factual, non-promotional statements regarding the research and (c) include information in required statements or filings with securities agencies or regulatory authorities.

17. Dispute Resolution. If any dispute between or among two or more Parties relating to this Agreement or the performance of a Party under this Agreement cannot be resolved amicably by the Parties, the dispute should be referred to executive officers of the Parties designated by each Party for that purpose (for example the President/Chief Executive Officer, in the case of the Companies, or an academic dean, in the case of the Institutes). If a dispute cannot be resolved in this manner, the Parties shall have the right to litigate such disputes in a court of competent jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of New York. Any litigated disputes will be first filed in the competent courts of the State of New

York, United States of America, unless another court or dispute resolution body is agreed to by the parties to the dispute. Notwithstanding anything to the contrary in this Section, in the event that a Party reasonably requires immediate relief, such Party may seek an injunction or other immediate equitable relief in a court of competent jurisdiction.

18. Insurance. During the Term of this Agreement, each Party shall carry appropriate and commercially reasonable amounts of insurance adequate for its activities and obligations under this Agreement as well as sufficient levels of all legally mandated insurance. Each Party shall have the right to request the appropriate certificates of insurance from the other Parties for the purpose of ascertaining the sufficiency of such coverage.

19. Prohibition of Terrorism Transactions. Each Party acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organization associated with terrorism and the terrorist related lists promulgated by the U.S. Government. Each Party will use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering and shall ensure that its subcontractors, if any, will use such reasonable efforts.

20. Anti-Corruption. All Parties shall abide by applicable laws and regulations on anti-corruption and bribery, including but not limited to the United States Foreign Corrupt Practices Act. Parties shall not directly or indirectly (a) make any offer, payment, or promise to pay; authorize payment; or offer a gift; promise to give, or authorize the giving of anything of value for the purpose of influencing any act or decision (including a decision not to act) of an official of the United States Government or the government of the jurisdiction in which a Party is performing activities, services, the like; or (b) induce any such person to use his or her influence to affect any such governmental act or decision in order to assist a Party in obtaining, retaining or directing any business or advantage.

21. Anti-Lobbying. The Parties agree that no funds provided in connection with the conduct of the Project by the funder may be used for lobbying activity or to support political activity.

22. Export Control. It is understood that the Parties to this Agreement may be subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including, but not limited to, the Arms Export Control Act, as amended, and the Export Administration Act of 1979), and that their obligations hereunder may be contingent upon compliance with such laws and regulations. The Parties agree to comply with any and all such applicable export control laws and regulations, as well as any and all applicable embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls, in the performance of this Agreement. Each Party reserves the right to decline to accept from the other Parties any technical data, computer software, laboratory prototypes or

other commodities that may require an export license and/or formal assurances from/made to, the cognizant governmental authority.

23. Waiver, Amendment and Modification. The waiver of any provision of this Agreement or of any right, power or remedy hereunder shall not be effective unless in writing and signed by the Party against whom enforcement of such waiver is sought. No failure or delay by any Party in exercising its respective rights, powers or remedies with respect to any of the provisions of this Agreement shall operate as a waiver. This Agreement cannot be amended or modified except by a writing signed by all Parties.

24. Enforcement. If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable to any extent in any context, it shall nevertheless be enforced to the fullest extent allowed by law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Headings in this Agreement are included herein for convenience only and will be of no force and effect in interpreting any of its provisions.

25. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. This Agreement may be executed by facsimile, by e-mail, electronic signature, or original and a facsimile, scanned, or electronic signature shall be deemed to be and shall be as effective as an original signature. The Parties hereby agree that the electronic signatures, as defined in the Electronic Signatures in Global and National Commerce Act of 2000 ("ESIGN") used in execution of this Agreement are legally binding and, as such, equivalent to traditional handwritten signatures under ESIGN and other applicable laws. Each of the Parties further agrees that the electronic signatures used in execution of this Agreement shall constitute an original for all purposes. Each Party agrees that it is solely responsible for maintaining the security and confidentiality of its electronic signatures, and that it shall be solely responsible for all actions initiated under its electronic signatures.

26. Entire Agreement. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter hereof, and shall control over any previous or contemporaneous agreements, oral or written, among the Parties regarding this specific subject matter. Moreover, these provisions of this Agreement shall prevail in the case a conflict between this Agreement and separate agreements between the funder and any of the Parties to this Agreement or those sub-grants agreement between UNIVERSITY1 on the one hand and each of Institute1, AMC and University3.

27. Cumulative Remedies. The rights and remedies stated in this Agreement shall be cumulative and in addition to any other rights and remedies the Parties may have at law or in equity.

28. Third Party Beneficiary. HHMI is not a party to this Agreement and has no liability to any Party or to any licensee, sublicensee or user of anything covered by this Agreement, but HHMI is an intended third-party beneficiary of, and has the right to enforce in its own name, any provision of this Agreement providing indemnification or similar protection for HHMI, its trustees, officers, employees or agents (Section 11.2, 11.3 and 11.5). This provision shall survive any termination or expiration of the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, "UNIVERSITY1", "Institute1", "University3", "Com1", "Com2" and "A" have each caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

(UNIVERSITY1)

By: _____
Name: _____
Title: _____
Date: _____

COLLEGE 3

By: _____
Name: _____
Title: _____
Date: _____

Centrum

By: _____
Name: _____
Title: _____
Date: _____

(UNIVERSITY3)

By: _____
Name: _____
Title: _____
Date: _____

INSTITUTE 1

By: _____
Name: _____
Title: _____
Date: _____

COM1 GMBH

By: _____
Name: _____
Title: _____
Date: _____

COM2, LTD.
(COM2)

A, INC.
(A)

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

The Grantor Organization

By: _____
Name: _____
Title: _____
Date: _____

Appendices

A: Research Plan
B: List of publicly available data repositories
C: Background Intellectual Property

Appendix A
Research Plan

[REDACTED]

Section 1.10 of the Agreement defines “Developing Countries” to mean the countries that are eligible for GAVI support as of the Effective Date and South Africa, China, Brazil, Botswana and Thailand. In addition to South Africa, China, Brazil, Botswana and Thailand, Developing Countries includes the countries eligible for GAVI support as of the Effective Date, which are as follows:

- Afghanistan
- Bangladesh
- Benin
- Burkina Faso
- Burundi
- Cambodia
- Cameroon
- Central African Republic
- Chad
- Comoros
- Congo, Dem Republic of
- Côte d'Ivoire
- Djibouti
- Eritrea
- Ethiopia
- Gambia
- Ghana
- Guinea
- Guinea Bissau
- Haiti
- India
- Kenya
- Korea, DPR
- Kyrgyz Republic
- Lao PDR
- Lesotho
- Liberia
- Madagascar
- Malawi
- Mali
- Mauritania
- Mozambique
- Myanmar
- Nepal
- Niger
- Nigeria
- Pakistan
- Rwanda
- São Tomé e Príncipe
- Senegal
- Sierra Leone
- Solomon Islands
- Somalia
- Republic of Sudan
- South Sudan
- Tajikistan
- Tanzania
- Togo
- Uganda
- Viet Nam
- Yemen
- Zambia
- Zimbabwe

Appendix B
List of publicly available data repositories

Publicly available repositories that are in compliance with the data sharing requirements set forth in the Agreement.

- **GenBank** - http://www.ncbi.nlm.nih.gov/genbank/
- **International Nucleotide Sequence Database Collaboration** - http://www.insdc.org/
- **HIV Sequence Database** - http://www.hiv.lanl.gov/content/sequence/HIV/mainpage.html
- **HIV Molecular Immunology Database** - http://www.hiv.lanl.gov/content/immunology/index. The HIV Molecular Immunology Database is an annotated, searchable collection of HIV-1 cytotoxic and helper T-cell epitopes and antibody binding sites.
- **Nonhuman Primate HIV/SIV Vaccine Trials Database** - http://www.hiv.lanl.gov/content/vaccine/home.html. This database, funded by the National Institutes of Health, contains information about vaccine studies using SIV and HIV in nonhuman primates.
- **Hepatitis C Virus (HCV) Database Project** - http://hcv.lanl.gov/content/index
- **Hemorrhagic Fever Viruses (HFV) Database Project** - http://hfv.lanl.gov/content/index
- **ImmPort** - https://immport.niaid.nih.gov/immportWeb/

Appendix C
Background Intellectual Property

The following is the Background Intellectual Property identified by each of the Parties to this Agreement: [REDACTED]