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RESEARCH COLLABORATION AND LICENSE AGREEMENT
(HEREINAFTER THE "AGREEMENT")

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This **RESEARCH COLLABORATION AND LICENSE AGREEMENT** is made on < add date > ("**Effective Date**")

BETWEEN

Drugs for Neglected Diseases initiative, a Swiss foundation with its registered offices at 15, chemin Camille-Vidart, 1202 Geneva, Switzerland ("**DNDi**");

AND

< **add name of partner** >, a company incorporated under the laws of < add applicable incorporation laws > having it registered office at < add registered address > ("**Partner**"),

(each individually referred to as a "**Party**", and collectively as the "**Parties**").

RECITALS

Terms written in initial capital letters and used in this "**Recitals**" section of this Agreement and not otherwise defined shall have the meanings set out in Section 1 of this Agreement.

A. **WHEREAS**, DNDi is a not-for-profit entity whose mission is to develop safe, effective, field-adapted and affordable new treatments for people suffering from neglected diseases and to ensure equitable access to such treatments (the **"Mission"**);

B. **WHEREAS,** acting in the public interest, DNDi bridges existing research and development ("**R&D**") gaps for these diseases by initiating and coordinating drug R&D projects in collaboration with the international research community, the public sector, the pharmaceutical industry and other relevant partners;

C. **WHEREAS**, Partner is < add description >;

D. **WHEREAS**, Partner desires to provide Molecule(s) with potential activity in the Field and information relating thereto to DNDi for its Mission;

E. **WHEREAS**, Partner and DNDi desire to collaborate in the Research Program with respect to such Molecule(s); and

F. **WHEREAS**, when and if a Clinical Candidate is identified, Partner desires to have an option to collaborate with DNDi in the Development Program (which includes clinical development, manufacture and distribution of a Product on an Affordable Basis in the Territory), and DNDi desires to grant such an option to Partner.

NOW THEREFORE, in consideration of the mutual agreements and undertakings herein contained, the Parties agree as follows:

1. DEFINITIONS

1.1 **Affiliate** shall mean with respect to a Party, any legal entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For this definition, the term "**control**" (with correlative meanings for "**controlled by**" and "**under common control with**") shall refer to the power to direct the management or policies of an entity, whether through ownership of shares, voting rights, securities, by contract or otherwise.

1.2 **Affordable Basis** shall mean pricing a Product at the lowest sustainable level which may include only:

a) full production costs, as optimised without compromising the quality of the Product; and
b) direct distribution costs, and
c) a reasonable margin to ensure manufacturing and distribution of the Product on a sustainable basis.

1.3 **Agreement** shall mean this Research Collaboration and License Agreement, including any exhibits, appendices, Annexes and schedules hereto, as well as any future written amendments agreed and signed by the Parties in accordance with the terms herein.

1.4 **Applicable Laws** shall mean current local and international laws, regulations, regulatory requirements and authorisations, decisions and guidance of regulatory authorities, professional association codes or other requirements applicable in the context of this Agreement, including Good Laboratory Practice.

1.5 **Clinical Candidate** shall mean any active pharmaceutical ingredient derived from a Molecule, which:

a) has completed all the Investigational New Drug /Investigational Medicinal Product (or equivalent) enabling studies;
b) meets DNDi's published target candidate profile (TCP) and has the potential to meet the target product profile (TPP) for < a disease of > the Field;
c) has the potential to be developed as a Product for < such disease/the Field >; and
d) is a suitable candidate for the Development Program as a result of the Research Program.

1.6 **Collaboration Technology** shall mean any Technology that is made, developed, conceived and reduced to practice by one or both Parties (or on their behalf) during the performance of the Research Program. Collaboration Technology includes Partner Collaboration Technology, DNDi Collaboration Technology and Joint Collaboration Technology.

1.7 **Confidential Information** shall mean any and all non-public information and data, chemical structures, Know-How, all other scientific, preclinical, clinical, regulatory, manufacturing, marketing, financial and commercial information or data, which is provided through any means of communication by, or on behalf of, one Party to the other Party in connection with this Agreement.

1.8 **Contract Service Provider or CSP** shall mean any Third Party service provider or Affiliate contracted by either Party to perform certain aspects of the Research Program.

1.9 **Development Agreement** shall mean a separate written agreement that may be entered into between DNDi and the Development Partner relating to the Development Program.

1.10 **Development Option** shall have the meaning ascribed to such term in Section 7.1.

1.11 **Development Partner** shall mean Partner or, if Partner fails to exercise the Development Option or to enter into the Development Agreement, any Third Party appointed by or acting in collaboration with DNDi to contribute to the Development Program under the Development Agreement.

1.12 **Development Program** shall mean the activities to be conducted in connection with the development of a Clinical Candidate with the objective of generating a Product in the Field, covering Phase 1, Phase 2 and Phase 3 clinical studies on the Clinical Candidate, as well as certain preclinical regulatory studies and all activities needed to manufacture the Product on an industrial scale, to obtain all regulatory approvals for the Product in the Field and to distribute the Product, with a priority on distribution in the Territory on an Affordable Basis, including post-registration activities such as pharmaco-vigilance studies.

1.13 **Disclosable Information** shall have the meaning ascribed to such term in Section 17.2.

1.14 **DNDi Background Technology** shall mean any Technology that:

a) is owned by or licensed to DNDi or its Affiliates by any Third Party with a right to sublicense;
b) exists as of the Effective Date or is made, developed, conceived and reduced to practice, thereafter by DNDi (or on its behalf) or its licensor outside the scope of this Agreement; and
c) is necessary or useful for the Partner to perform the activities under the Research Program and to exercise the licenses granted hereunder.

1.15 **DNDi Collaboration Technology** shall mean any Technology that is made, developed, conceived and reduced to practice solely by DNDi (or on its behalf) during the performance of the Research Program.

1.16 **Effective Date** shall mean the date set forth at the head of this Agreement.

1.17 **Field** shall mean potential treatments for the following diseases: < complete list > and any other diseases that the Parties mutually agree to add to the Field in writing by amendment to this Agreement.

1.18 **Force Majeure** shall mean any event that is beyond the reasonable control of a Party, and that prevents or substantially interferes with the performance by such Party of any of its obligations under this Agreement.

1.19 **Good Laboratory Practice** shall mean < the current complete set of the series on the Organization for Economic Cooperation and Development (OECD) Principles of Good Laboratory Practice guidelines, the requirements as specified in Directive 2004/10/EC, the ICH (International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use) guidelines, or equivalents, such as those promulgated by the WHO/TDR in

countries where ICH guidelines are not in effect > < delete as appropriate >, the Party's own standard operating procedures and any other Applicable Laws, as in effect during the Term that provide a framework within which laboratory studies are planned, performed, monitored, recorded, reported and archived, thereby ensuring that studies submitted to a regulatory authority are of sufficient quality and rigour and are verifiable.

1.20 **Guest(s)** shall have the meaning ascribed to such term in Section 12.11.

1.21 **Joint Collaboration Technology** shall mean any Technology that is made, developed, conceived and reduced to practice jointly by the Parties (or on their behalf) during the performance of the Research Program.

1.22 **Joint Research Committee or JRC** shall have the meaning ascribed to such term in Section 12.3.

1.23 **JRC Member** shall have the meaning ascribed to such term in Section 12.4.

1.24 **Know-How** shall mean all non-public proprietary information including, without limitation, trade secrets, formulae, practices, methods, knowledge, processes, experiences, test data (including pharmacological, toxicological and clinical information), analytical and quality control data, and manufacturing data, whether patentable or not.

1.25 **Mission** shall have the meaning ascribed to such term in the Recitals.

1.26 **Molecule(s)** shall mean the molecule(s) identified by screening with potential activity in the Field, selected and contributed by Partner to the Research Program, free from encumbrances, and any analogues, derivatives, isomers, polymorphs, prodrugs, active metabolites and/or pharmaceutically acceptable salts or complexes of any of the foregoing synthesised in the performance of the Research Plan.

1.27 **Negotiation Period** shall have the meaning ascribed to such term in Section 7.2.

1.28 **Partner Background Technology** shall mean any Technology that:

a) is owned by or licensed to Partner or its Affiliates by any Third Party with a right to sublicense;
b) exists as of the Effective Date or is made, developed, conceived and reduced to practice, thereafter by Partner (or on its behalf) or its licensor outside the scope of this Agreement; and
c) is necessary or useful for DNDi to perform the activities under the Research Program and to exercise the licenses granted hereunder.

1.29 **Partner Collaboration Technology** shall mean any Technology that is made, developed, conceived and reduced to practice solely by Partner (or on its behalf) during the performance of the Research Program.

1.30 **Patent Rights** shall mean any:

a) national, regional and international patents and patent applications (provisional and non-provisional);
b) continuations, divisionals, continuations-in-part, continued prosecutions, re-examinations, reissues, utility models, petty and other patent applications claiming subject matter therein or claiming priority from any of the foregoing, and all patents that issue therefrom;
c) counterparts, substitutions, restorations, extensions (including, without limitation, patent term extensions), supplementary protection certificates, registrations, confirmations, validations and renewals of any of the foregoing; and
d) invention certificates and other government grants for the protection of inventions or industrial designs.

1.31 **Permitted Recipients** shall have the meaning ascribed to such term in Section 15.3(b).

1.32 **Product** shall mean any pharmaceutical drug candidate or drug product, which active pharmaceutical ingredient or at least one of its active pharmaceutical ingredients derives from a Molecule.

1.33 **Project Leader** shall have the meaning ascribed to such term in Section 12.1.

1.34 **Reasonable Efforts** shall mean, with respect to the performance of a Party's activities under the Research Program, the efforts and resources typically used in comparable research programs for compounds or products at a similar stage in development to ensure continuous progress of the timelines.

1.35 **Research Plan(s)** shall mean a detailed written plan(s) setting forth the mutually agreed strategy, design and research activities for one or more Molecules under the Research Program, including each Party's contributions, milestones and timelines. The Research Plan(s) is set forth herein as **Annex 1**, as may be revised and approved from time to time.

1.36 **Research Program** shall mean the activities to be conducted in the Field to identify Clinical Candidates. The main steps of the Research Program shall be:
a) activities on Molecule(s) related to the confirmation of activity against one or more parasites and expansion of series of Molecules with such activity, including, but not limited to, selected follow-on assays on screened Molecules (e.g., in vitro cytoxicity), analogue search studies and the establishment of structure-activity relationships and ADMET studies;
b) activities on Molecule(s) which show signs of efficacy in *in vivo* models against a particular disease of the Field related to the improvement of the biological, pharmacological, and therapeutic properties of such Molecule(s) and its derivatives including, but not limited to, medicinal chemistry, drug design, ADMET, *in vitro*/*in vivo* evaluation (including for efficacy), early safety and pharmacokinetics; and
c) GLP toxicology, safety pharmacology, drug substance process development and scale up, pre-formulation studies and formulation development.

1.37 **Responsible Party** shall have the meaning ascribed to such term in Section 13.9.

1.38 **Technology** shall mean Patent Rights, Know How, proprietary reagents, rights in designs, database rights, copyright and related rights, moral rights, any improvements, enhancements or modifications to any of the foregoing, and any rights or property similar to any of the foregoing in any part of the world, whether registered or not.

1.39 **Term** shall have the meaning ascribed to such term in Section 20.1.

1.40 **Territory** shall mean all countries in which one or more of the diseases of the Field is endemic as listed and revised by the World Health Organization (WHO) from time to time; and any additional countries that might be added subject to the written agreement of the Parties.

1.41 **Third Party** shall mean any person, organisation or entity other than the Parties and their Affiliates.

2. OBJECTIVE OF THIS AGREEMENT

2.1 The objective of this Agreement is to set forth:

a) the principles of the collaboration between DNDi and Partner in the performance of the Research Program;
b) the roles and responsibilities of each Party in the implementation of the Research Program; and
c) the conditions pursuant to which a Party shall provide to the other Party the right to use its Technology in order to perform the Research Program.

3. RESEARCH PROGRAM

3.1 DNDi and Partner shall engage in the Research Program upon the terms and conditions set forth in this Agreement. Each Party shall carry out its roles and activities in accordance with the Research Plan(s). In the event of a conflict between any Research Plan(s) and this Agreement, the terms of this Agreement shall govern.

3.2 The Research Plan(s) shall include, but not be limited to, the following matters:

a) the Molecule(s) and related information to be transferred and researched;
b) < the disease of the Field targeted >;
c) an outlined description of the planned research activities;
d) the allocation of research activities between the Parties;
e) detailed research protocols;
f) the relevant timelines, including expected start and end dates;
g) the content and form of required reports and deliverables.

3.3 The Research Plan may be approved and revised by the JRC, at decision points as new data becomes available.

3.4 During the Term, each Party shall use Reasonable Efforts to conduct, advance and complete the research activities assigned to it in a timely way and as soon as reasonably practical, including devoting such employees/consultants/CSPs with sufficient skills and experience, and

facilities and equipment as are reasonably necessary to complete its obligations under the Research Plan(s).

4. COMPLIANCE

4.1 In the performance by it or on its behalf of any activities under the Research Program or any other activities contemplated hereunder (including the exercise of any rights licensed hereunder), each Party shall comply with all Applicable Laws. Each Party shall be responsible for obtaining all applicable approvals and licences that may be necessary for it to perform its activities.

4.2 The Parties shall comply with all Applicable Laws for the care, welfare and ethical treatment of animals in the country where the animal studies are being performed. The Parties further agree to comply with the "3Rs" Principles – reducing the number of animals used, replacing animals with non-animal methods whenever possible and refining the research techniques used. All work shall be conducted in adherence to the core principles for animals identified below. Local customs, norms, practices or laws may be additive to the core principles, but the Parties shall comply, as a minimum, with these core principles:

a) providing laboratory animals access to species-appropriate food and water;
b) providing laboratory animals access to species-specific housing, which is maintained at species-appropriate conditions, taking into account such factors as temperature and humidity;
c) providing laboratory animals access to humane care and a program of veterinary care;
d) providing laboratory animals housing that minimizes the development of abnormal behaviours;
e) adhering to principles of replacement, reduction and refinement in the design of *in vivo* or *ex vivo* studies;
f) submitting the study design and purpose for review by an institutional ethical review panel;
g) committing to minimizing pain and distress experienced by laboratory animals during *in vivo* and ex *vivo* studies;
h) performing work by staff trained to conduct the procedures for which they are responsible;
i) ensuring training is documented and verified; and
j) implementing processes to minimize animal use.

4.3 A Party's failure to abide by the provisions of this Article 4 shall be deemed a material breach of this Agreement.

5. PARTNER'S CONTRIBUTIONS TO THE RESEARCH PROGRAM

5.1 Partner shall supply:

a) Molecule(s) in such quantities as are identified in each Research Plan and with such appropriate quality for the activities to be conducted as part of the Research Plan(s);
b) upon DNDi's request, analogues of existing chemical series around such Molecule(s) for further screening and profiling, provided that any such Molecule(s) and analogues shall be free of encumbrances;

c) upon DNDi's request, in Partner's discretion, additional libraries of compounds for screening against parasites causing diseases in the Field, as recorded using the material transfer record form set out in **Annex 2**; and

5.2 Partner shall:

a) carry out the activities assigned to it in the Research Plan(s), which may include, without limitation, parasitology, pharmacology, synthetic and medicinal chemistry, ADME and PK, safety and toxicology studies, formulation development, and as agreed between the Parties from time to time;
b) provide expert scientific advice; and
c) contribute to the management of the Research Program by participating to the JRC.

5.3 Partner shall grant the license rights set forth under Article 14.

6. DNDI'S CONTRIBUTIONS TO THE RESEARCH PROGRAM

6.1 DNDi shall:

a) coordinate and conduct, through its CSPs, all activities assigned to it in the Research Plan(s); and
b) participate in the management of the Research Program through the Project Leader and the JRC.

6.2 DNDi shall grant the license rights set forth under Article 14.

6.3 Subject to the outcomes of the Research Program and to DNDi's ongoing assessment of the Development Program, DNDi shall conduct the Development Program in collaboration with the Development Partner.

7. PARTNER'S DEVELOPMENT OPTION

7.1 Partner shall have the right of first negotiation to become the Development Partner and participate in the Development Program pursuant to the Development Agreement (such right, the "**Development Option**"). Partner (or its Affiliate) may exercise the Development Option within a period of < ninety (90) days > after the designation by the JRC of a Clinical Candidate by giving notice in writing to DNDi.

7.2 If Partner exercises the Development Option, the Parties shall negotiate a Development Agreement in good faith within a < six (6) month > period starting from the date of Partner's notice to exercise the Development Option or such other period as the Parties may agree in writing (the "**Negotiation Period**"). The Development Agreement shall govern the terms under which the Development Partner:

a) contribute, along with DNDi, to financially support Phase 1, Phase 2 and Phase 3 clinical studies, and certain preclinical regulatory studies, of the Clinical Candidate;
b) be responsible for and bear all costs relating to activities concerning the clinical and industrial scale-up of the Product and the preparation and submission of all filings and applications for regulatory approvals of the Product for the Field in the Territory;

c) conduct the manufacture of the Product in such a way as to ensure its widespread availability in the Field in the Territory;
d) distribute the Product for the Field on an Affordable Basis in the Territory; and
e) together with DNDi, monitor and manage the risk of the development of disease resistance should the same Product be used to treat humans and animals for diseases in the Field.

7.3 Notwithstanding the above, DNDi may continue the development of the Clinical Candidate at its own costs and expenses during the periods set forth under Sections 7.1 and 7.2 so as not to delay such activity.

7.4 If the Development Option is not exercised by Partner or if Partner and DNDi do not execute a definitive Development Agreement within the Negotiation Period, then DNDi shall be free, without any further obligation to Partner, to solicit and accept offers for, to engage in any negotiations with any Third Party regarding, and to enter into a definitive Development Agreement governing the Development Program.

7.5 Neither Party shall be obligated to enter into a Development Agreement or any such transaction.

7.6 In the event that DNDi does not wish to or is unable to pursue the development of a Clinical Candidate and has not executed a Development Agreement with a Third Party pursuant to Section 7.3 relating to the manufacture or distribution of a Product in the Field, for reasons other than related to benefit/risk aspects (potency, safety and toxicity), DNDi shall so notify Partner in writing. Partner shall have the right to pursue development of such Clinical Candidate and manufacture or distribution of such Product in the Field independently of DNDi without financial compensation or other further obligation to DNDi.

8. CONTRACT SERVICE PROVIDERS

8.1 Each Party shall have the right to subcontract activities under the Research Plan to CSPs. Each Party's written agreement with CSPs shall be consistent with the terms of this Agreement.

8.2 Each Party shall ensure that its CSPs allocate sufficient time, effort, equipment, instruments and facilities to the Research Program and utilize personnel with sufficient skills and experience as are required to satisfy the requirements and standards for activities under the Research Program.

8.3 Each Party may sublicense its rights under Article 14 to a CSP, but only to the extent necessary to enable such CSP to carry out such Party's duties under the Research Plan(s).

8.4 Each Party shall remain responsible for the acts or omissions of its CSP(s) as if such acts or omissions had been performed by such Party.

9. COSTS AND EXPENSES; PAYMENTS

Except as otherwise specified in this Agreement or in a Research Plan, each Party shall be solely responsible for all of its own costs and expenses associated with the performance of its activities under the Research Plan including, without limitation, expenses related to the attendance of its representatives at JRC meetings, and neither Party shall make any payment or pay any financial contribution to the other Party in consideration of the other Party's performance under this Agreement.

10. INFORMATION EXCHANGE

10.1 Each Party shall inform the other Party regularly through the JRC of the progress of its activities under this Agreement in good faith to ensure the Research Plan can be executed efficiently.

10.2 The data generated under any Research Plan shall be promptly uploaded by the appropriate Party into the DNDi electronic repository ScienceCloud accessible by both Parties or shared by such other means as may be agreed between the Parties from time to time.

11. RECORDS

11.1 Each Party shall ensure that all records related to activities conducted by it or on its behalf are maintained in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes, and in compliance with all Applicable Laws, which shall reasonably reflect all work done and results achieved under this Agreement. Such records shall be retained by the Parties for such period as may be required by all Applicable Laws.

12. GOVERNANCE STRUCTURE

12.1 DNDi shall appoint a project leader ("**Project Leader**") for the duration of the Agreement. DNDi may replace the Project Leader from time to time.

12.2 The Project Leader shall be responsible for:

a) being the primary point of contact for the Research Program;
b) designing, updating, refining and revising the Research Plan(s);
c) facilitating the efficient implementation, coordination and monitoring of the operational activities set out in the Research Plan(s);
d) providing information to the Parties with respect to specific activities conducted under each Research Plan;
e) assisting with the analysis and interpretation of data resulting from the Research Plan(s); and
f) recommending to the JRC whether:
    i. any Molecule(s) shall enter into the next stage of the Research Plan; and
    ii. any Clinical Candidate(s) shall enter into the Development Program.

12.3 The Parties shall set up a Joint Research Committee ("**JRC**") within thirty (30) days after the Effective Date.

12.4 The JRC shall be composed of < the Project Leader and two (2) permanent representatives of each Party > (each, a "**JRC Member**"). Each such JRC Member shall have appropriate technical credentials, experience and knowledge. Either Party may replace any or all of its JRC Members at any time upon prior written notice to the other Party. If a Party's JRC Member is unable to attend a meeting, that Party may designate an alternate representative for such particular meeting.

12.5 The role of the JRC is to serve as an information exchange platform, to leverage the respective competencies and contributions of each Party to optimally conduct the Research Plan(s), and to oversee the performance of the Research Plan(s). It shall notably:

a) review and approve any Research Plan(s), updates and amendments thereto, or the discontinuation thereof;
b) monitor the workflow and overall progress under the Research Plan(s);
c) consider issues of priority relating to the Research Plan(s);
d) determine whether:
    i. any Molecule(s) shall enter into the next stage of the Research Plan; or
    ii. any Clinical Candidate(s) shall enter into the Development Program based on the Project Leader's recommendation and the business, legal, medical and scientific standards typically used by Partner and DNDi for reviewing molecules of a similar nature and potential; and
e) take such other actions as are expressly delegated to the JRC in this Agreement or as the Parties may mutually agree in writing.

For the avoidance of doubt, the JRC has no authority to amend, or to waive compliance with, any term or condition of this Agreement.

12.6 The Project Leader shall serve as the chair of the JRC and shall be responsible for administering the work of the JRC, including organizing JRC meetings, setting the agenda for such meetings and distributing it to the JRC Members no less than < one (1) week > before any JRC meeting. The Chair shall also be responsible for preparing and circulating draft minutes from each JRC meeting to the JRC Member, facilitating the exchange of information, reviews of results and monitoring the contributions by each Party.

12.7 The JRC shall meet at such times as are agreed to by the JRC Members, but at least < four (4)> times per year. Such meetings may be held in person or by means of telecommunication (telephone, video, or web conferences) at a mutually agreed time and place. The first meeting shall take place within < thirty (30) > days after the Effective Date.

12.8 A quorum of the JRC shall exist whenever at least < one representative appointed by each Party > is present at a meeting.

12.9 The JRC shall take decision by consensus. In case of a disagreement within the JRC, the issue shall be brought to senior executives of Partner and DNDi (as designated by each Party) to attempt to reach a consensus with respect to such issue. If the senior executives cannot reach an agreement within thirty (30) days of such escalation, the Party that is incurring the larger financial burden with respect to the specific issue in disagreement will have the final decision, provided that any such decision will not result in an increase of the other Party's financial

burden. The Parties acknowledge and agree that the JRC is strictly for the purposes of decision-making and governance of the Research Program. Without limiting the generality of the foregoing, any dispute relating to the interpretation of this Agreement, the performance or alleged non-performance of a Party's obligations under this Agreement, or any other alleged breach of this Agreement shall be decided in accordance with the terms of Article 29.

12.10 The minutes shall be kept of all JRC meetings and sent to all JRC Members for review and approval within < seven (7) > days after each meeting. Minutes shall be deemed approved unless any JRC Member objects to the accuracy of such minutes by providing written notice to the other JRC Members within < fourteen (14) > days after receipt of the minutes. In the event that any such objection is not resolved by the JRC, such minutes shall be amended to reflect such unresolved dispute.

12.11 The Parties may invite, from time to time, guests (from either Party as well as external consultants or advisors), who shall be under an obligation of confidentiality no less stringent than the terms set forth in this Agreement, to attend any meeting of the JRC in an advisory capacity within their respective competences as deemed necessary for the advancement of the Research Program (such additional representative(s), "**Guest(s)**"). For clarity, any Guest(s) shall not vote or otherwise participate in the decision-making process of the JRC. Expenses related to the attendance of any Guest(s) to a JRC meeting shall be borne solely by the Party inviting such Guest(s).

12.12 For the avoidance of doubt, the Parties may also engage in informal scientific discussions and exchanges of correspondence outside of the scheduled JRC meetings, as needed.

13. OWNERSHIP OF TECHNOLOGY

13.1 All rights in, title to and interest in the DNDi Background Technology and DNDi Collaboration Technology shall be owned by DNDi. DNDi assumes full responsibility (but not the obligation), including financial responsibility, for filing, prosecution and maintenance of any Patent Rights constituting DNDi Background Technology and DNDi Collaboration Technology.

13.2 All rights in, title to and interest in the Partner Background Technology and the Partner Collaboration Technology shall be owned by Partner. Partner assumes full responsibility (but not the obligation), including financial responsibility, for filing, prosecution and maintenance of any Patent Rights constituting Partner Background Technology and the Partner Collaboration Technology.

13.3 All rights in, title to and interest in the Joint Collaboration Technology shall be jointly owned by Partner and DNDi.

13.4 In the event of a dispute between DNDi and Partner over inventorship, such dispute shall be resolved by patent counsel selected by the JRC who (and whose firm) is not at the time of the dispute, and was not at any time during the five (5) years prior to such dispute, performing services for either of the Parties. The Parties shall share equally the expenses of such patent counsel and inventorship determination.

13.5 Each Party shall promptly disclose, and shall cause its Affiliates and CSPs to disclose, to the other Party, in writing, the development, making, or reduction to practice of any Collaboration Technology. Each Party shall take all necessary and proper acts to effectuate the ownership provisions provided in this Article 13.

13.6 If a Party elects to file, prosecute and maintain Patent Rights based upon its Collaboration Technology, the other Party will reasonably cooperate with that Party, at the owning Party's expense.

13.7 If a Party owning any patentable Collaboration Technology decides not to file, prosecute and/or maintain any Patent Rights based upon its Collaboration Technology, said Party shall inform the other Party. The Party owning the Collaboration Technology may, upon request of the other Party, assign all right, title and interest to the other Party for filing, prosecuting and/or maintaining the patent application upon terms to be discussed in good faith. The Party owning the Collaboration Technology shall not be obligated to enter into such an agreement or to engage in such transaction.

13.8 It is understood that, as of the Effective Date, DNDi's policy with regard to Technology is that it should be accessible to all interested persons to foster DNDi's Mission.

13.9 With respect to Joint Collaboration Technology, each Party has the right to file, prosecute and/or maintain Patent Rights. Each Party will promptly inform the other Party whether it is willing to exercise such rights. In the event that both Parties are willing to exercise such rights, the JRC will:

a) determine the countries in which Patent Rights on Joint Collaboration Technology will be filed;
b) determine the Party that will take responsibility for filing, prosecution and maintenance of Patent Rights on the Joint Collaboration Technology ("**Responsible Party**"), and the Party that will cooperate reasonably in same; and
c) determine the Parties' share in the costs of same.

13.10 The Responsible Party will inform the other Party at least once a year about the status of Patent Rights on Joint Collaboration Technology.

13.11 If a Party does not wish to seek and maintain protection of the Joint Collaboration Technology through Patent Rights, then such Party shall not share the costs of patent application filing, prosecution and maintenance, but shall remain joint owner of such Patent Rights pursuant to Section 13.3.

13.12 Neither Party shall be liable to the other Party if any Patent Rights in any Collaboration Technology are not granted by the competent authorities.

14. GRANT OF LICENSE RIGHTS

14.1 Partner hereby grants to DNDi a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free license, with the right to sublicense to Third Parties under Partner's rights to and interests in Partner Background Technology and Partner Collaboration Technology:

a) to the extent necessary or useful to perform the Research Program and the Development Program; and
b) for non-commercial research purposes.

14.2 DNDi hereby grants to Partner a non-exclusive, worldwide, perpetual, irrevocable and , fully paid, royalty-free license, with the right to sublicense to Third Parties under DNDi's rights to and interests in DNDi Background Technology and DNDi Collaboration Technology:
a) to the extent necessary or useful to perform the Research Program and the Development Program; and
b) for non-commercial research purposes.

14.3 Each Party hereby grants to the other Party a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free license, with the right to sublicense to Third Parties under such Party's rights to and interests in the Joint Collaboration Technology for any purpose.

14.4 Effective at such time as Partner elects to become the Development Partner and a Development Agreement is executed between the Parties, DNDi hereby grants to Partner, to the extent that it is able, in addition to the licenses granted under Section 14.2, a non-exclusive, worldwide, perpetual, irrevocable license, with the right to sublicense under DNDi's rights to and interests in DNDi Background Technology and DNDi Collaboration Technology to commercialize the Product in the Field outside of the Territory at a price to be determined by Partner that allows a purchaser in a particular sector to buy such Product in sufficient quantities to meet its public health or individual needs. In consideration of the license grants outside the Territory, Partner shall compensate DNDi, such amount of compensation to be mutually agreed upon by the Parties based on good faith negotiations. It is DNDi's intent to invest any such compensation in access to medicines programs.

14.5 Effective at such time as Partner elects not to become the Development Partner or the Parties do not execute a Development Agreement within the Negotiation Period, Partner hereby grants to DNDi, in addition to the license under Section 14.1, a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free license, with the right to sublicense to Third Parties under Partner's rights to and interests in Partner Background Technology and Partner Collaboration Technology, to the extent necessary or useful to commercialize the Product at a price to be determined by DNDi and/or the Development Partner in the Field outside the Territory.

14.6 In order to avoid duplication of efforts, in the event that either Party performs, alone or in collaboration with a third party, any research and development activities in the Field on any Molecule, that Party shall provide the other Party, on a confidential basis, with any information arising from such research and development activities that is relevant to the Research Program or Development Program.

14.7 In the event that neither Party wishes to or is able to pursue the development of a Clinical Candidate, the Parties shall consider requests by Third Party(ies) pursuing similar objectives to DNDi for grant, which shall not be unreasonably withheld, to such Third Party(ies) licences under rights to and interests in their respective Technology, on substantially the same terms of this Agreement.

14.8 Notwithstanding any other provision of this Agreement, all licenses granted under Sections 14.1 to 14.5 are subject to Section 14.9 and Article 21.

14.9 In the event that Partner Background Technology or DNDi Background Technology includes Technology in-licensed from a Third Party by Partner or DNDi, as the case may be, the Party granting a license under Sections 14.1 to 14.5 above shall include in such license the grant of a sublicense of such Third Party rights:

a) to the extent permitted under the agreement between such Party and such Third Party; and
b) on the same terms and conditions licensed to such Party by such Third Party.

In the event that the sublicense is more limitative than the terms of licenses under Sections 14.1 to 14.5 then the Party granting a license under Sections 14.1 to 14.5 above shall use Reasonable Efforts, at the other Party's written request, to procure that such Third Party grants to such other Party a non-exclusive license under such Third Party's relevant Technology for the purposes described in Sections 14.1 to 14.5.

14.10 Except as explicitly set forth in this Agreement, neither Party shall acquire any license or other interest, by implication or otherwise, in any Technology, including the Molecule(s), of the other Party disclosed to it under this Agreement.

15. CONFIDENTIALITY

15.1 Each Party shall, and shall cause its officers, directors and employees to keep confidential and not publish or otherwise disclose to a Third Party and not use, directly or indirectly, for any purpose, any Confidential Information furnished or otherwise made known to it, directly or indirectly, by the other Party, except to the extent such disclosure or use is expressly permitted by the terms of this Agreement (including exercising any license granted herein) or expressly permitted by the disclosing Party.

15.2 Notwithstanding the foregoing, the confidentiality and non-use obligations under Section 15.1 shall not apply to any information that is, as documented by the receiving Party's written records or other competent proof:

a) in the possession of the receiving Party prior to disclosure by the disclosing Party, and not through a prior disclosure by the disclosing Party;
b) properly in the public domain prior to disclosure or becomes part of the public domain through no breach of this Agreement by the receiving Party;
c) subsequently disclosed to the receiving Party by a Third Party free of any obligation of confidence to the disclosing Party; or
d) independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information.

15.3 Each Party may disclose Confidential Information of the other Party to the extent that such disclosure is:

a) made to governmental or other regulatory agencies in order to obtain or enforce Patent Rights or to gain or maintain approval to conduct clinical trials or to market the Product, but such disclosure may be made only to the extent reasonably necessary to obtain Patent

Rights or authorisations and otherwise to exercise the licenses granted in this Agreement, in accordance with all Applicable Laws;

b) deemed necessary by the receiving Party to be disclosed to Affiliates (including their officers, directors and employees) or Third Parties (including actual and potential consultants, CSPs, funding partners, sublicensees and agents) who need to know such information to the extent necessary to conduct research and development activities ("**Permitted Recipients**"), on the condition that such Permitted Recipients agree to be bound by confidentiality and non-use obligations at least as stringent as the confidentiality and non-use obligations contained in this Agreement, provided, however, that no such agreement shall be required of any funding party that as a matter of organizational policy does not enter into such agreement; the receiving Party shall be liable for any damage caused by or resulting from any unauthorised disclosure and use of the disclosing Party's Confidential Information by such Permitted Recipients;

c) deemed necessary by DNDi to be disclosed to:
   i. its Development Partner, to the extent necessary to conduct the Development Program; or
   ii. a Third Party with whom DNDi is seeking to collaborate on the Research Program or Development Program in accordance with Section 7.4, on the condition that such Development Partner or Third Party agrees to be bound by confidentiality and non-use obligations at least as stringent as the confidentiality and non-use obligations contained in this Agreement; or

d) required to be disclosed to comply with Applicable Laws or to comply with a valid and enforceable order of a court of valid jurisdiction or by a binding decision of any governmental body having jurisdiction, provided that the receiving Party shall:
   i. if legally permitted to do so provide the disclosing Party with prior written notice of such disclosure requirement as soon as it becomes aware thereof;
   ii. assist the disclosing Party, at the disclosing Party's sole expense, in obtaining a protective order precluding or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purpose of which it is required; and
   iii. limit the disclosure of Confidential Information to that information that is legally required to be disclosed in response to such court or governmental order.

15.4 These obligations set out in this Article 15 shall remain in force for a period of < seven (7) > years from disclosure of the Confidential Information, which obligation will survive the earlier termination or expiration of this Agreement.

16. SCIENTIFIC PUBLICATIONS

16.1 Notwithstanding Article 15 above and in accordance with DNDi's Mission statement on providing free access to the public of its research as per its Scientific and Clinical External Communications Policy (as published in DNDi's website), as well as the requirements of several donors to DNDi, DNDi and Partner will publish the scientific data and/or results of the Research Program in scientific journals, abstracts, conferences, databases, as well as present such data at professional meetings. The Parties shall first seek to publish such data jointly. Should either Party opt not to participate in the publication, the other Party shall be free to publish the data in accordance with the terms of this Article 16.

16.2 Independent draft manuscripts of written publications or oral presentations that include any part of the results of the Research Program or Confidential Information shall be sent to the other Party for review at least twenty-eight (28) days prior to the contemplated publication and eight (8) days for abstracts and presentations. Within this period, the other Party shall be entitled to object to the proposed publication or presentation on the grounds that it contains or refers to a patentable subject matter. Should patenting be sought by a Party, the other Party shall refrain from making any publication or presentation for an additional period of ninety (90) days from the date of the patenting Party's objection to allow the filing of Patent Rights.

16.3 In case of collective publication, the citation order and respective functions of the authors from the Parties (e.g. first author, last author and corresponding author) shall be determined in accordance with DNDi Scientific and Clinical External Communications Policy.

16.4 The Parties shall ensure that any publication agreement or copyright transfer agreement allows peer-reviewed manuscripts and scientific data to be published in an open access journal (e.g. PLOS) or database (e.g., WIPO Re:Search, ChEMBL).

16.5 In any publication relating to the Research Program, each Party shall acknowledge the contributions of both Parties to such program.

17. PUBLICITY

17.1 Except as required by Applicable Laws or the rules of any stock exchange, neither Party shall make any public disclosure concerning this Agreement or the subject matter hereof without the prior written consent of the other Party, which shall not be withheld unreasonably.

17.2 Prior to the Effective Date, the Parties shall agree on a set of information concerning this Agreement and its subject matter that may be disclosed without prior consent, other than in the form of a press release (e.g., on a Party's website, in its annual reports, its newsletters, etc.) (the "**Disclosable Information**"), provided that the disclosing Party gives the other Party a copy of or reference (e.g., link to internet site) to such disclosure at the time of disclosure. The Disclosable Information is attached to the Agreement in **Annex 3**.

17.3 For the avoidance of doubt, any press release related to the subject matter of this Agreement shall require the prior written consent of the non-disclosing Party, even if such press release is limited to the Disclosable Information. The Parties agree that any draft press release shall be sent to the other Party for review at least four (4) working days prior to the contemplated day of publication.

18. REPRESENTATIONS AND WARRANTIES

18.1 Each Party represents and warrants to the other Party the following:

a) it is duly authorized to enter into this Agreement and perform its obligations hereunder;

b) it has not granted and will not grant to any Third Party any of its rights relating to its Background Technology or Collaboration Technology that would conflict with, limit or adversely affect the rights granted to the other Party hereunder; and
c) to its knowkedge as of the Effective Date, there is no actions, claims or proceedings relating to its Background Technology. During the Term, each Party shall notify the other Party in writing promptly upon learning of any such actual or threatened action, claim or proceeding.

18.2 Furthermore, each Party represents and warrants to the other Party the following:
a) the negotiation and the performance of this Agreement did not and shall not give rise to any act of corruption or fraud;
b) it has anti-fraud and anti-corruption mechanisms in place which are effectively implemented throughout the term of this Agreement;
c) it has complied, and will continue to comply, with all applicable local, national and international laws and regulations prohibiting the provision of resources and support to individuals and organisations associated with terrorist or anti-social groups including, without limitation, applicable economic sanctions or trade embargoes;
d) it does not itself appear on any listed sanctions; and
e) in the case of the Partner, it will promptly notify DNDi on its integrity line (https://dndi.integrityline.org/) or by email at ethics@dndi.org of:
    i. any serious suspicion or proven case of fraud or corruption impacting directly or indirectly DNDi; or
    ii. any breach or suspected breach of this Section 18.2.

18.3 A breach of Section 18.2 shall be considered as a fundamental breach of this Agreement in which event the non-breaching Party shall be entitled to terminate this Agreement immediately on provision of notice.

18.4 Each Party acknowledges that it has a duty of care to ensure honest and ethical behaviour. Each Party agrees to abide by the high standards of behaviour described in **Annex 4**, or represents and warrants that it has its own policies which are substantially equivalent and that such policies are currently applied.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE OR OBLIGATED TO THE OTHER PARTY IN ANY MANNER FOR ANY LOSS OF PROFITS AND LOST REVENUE, OR ANY OTHER DAMAGES OF SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE NATURE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF INFORMED OF OR AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE.

20. TERM AND EARLY TERMINATION

20.1 The term of this Agreement shall begin on the Effective Date and continue for < add period > years from the Effective Date, unless earlier terminated by either Party in accordance with the

provisions of this Agreement or extended by mutual written agreement of the Parties (the "**Term**").

20.2 Either Party may terminate this Agreement in its entirety or with respect to any Research Plan at any time upon < sixty (60) > days' written notice to the other Party, without thereby incurring any liability to the other Party.

20.3 Either Party may terminate this Agreement in its entirety at any time, as follows:

a) if the other Party is in material breach of this Agreement, upon thirty (30) days' written notice stating its intent to terminate if such breach has not been cured within such thirty (30) day period;
b) with immediate effect if the other Party is declared insolvent or has an administrator or receiver appointed over all or any part of its assets;
c) with immediate effect if the other Party is in breach of Section 18.2; or
d) in case of a Force Majeure event with respect to the other Party pursuant to Section 26.4.

20.4 Any termination notice sent pursuant to this Article 20 shall specify the specific Section of this Article 20 pursuant to which such termination is made; if no Section is so specified, then termination shall be deemed to be pursuant to Section 20.2.

21. EFFECT OF EXPIRATION OR EARLY TERMINATION

21.1 Upon termination by DNDi pursuant to Section 20.2 or termination by Partner pursuant to Section 20.3:

a) DNDi's activities shall discontinue immediately or as soon as practical;
b) the licenses granted to Partner under Sections 14.2, 14.3 and 14.4 shall survive, the licenses granted under Section 14.4 becoming unconditional;
c) the licenses granted to DNDi under Sections 14.1, 14.3 and 14.5 shall automatically terminate ;
d) DNDi shall return or cause to be returned to Partner all Partner's Confidential Information, Partner Background Technology, including any unused supplies of Molecule(s), and Partner Collaboration Technology within thirty (30) days after the effective date of such termination, or certify the destruction thereof as specified by Partner;
e) DNDi shall promptly notify its CSPs and sublicensees, if any, of any termination of sublicenses granted by DNDi under this Agreement and take all actions necessary to effectuate termination of such sublicenses;
f) DNDi shall make available to and/or transfer to Partner, copies of such information, documentation and materials in its possession relating to the Research Plan so that Partner may proceed with further activities as anticipated hereunder; and
g) in the case of termination by DNDi under Section 20.2 with respect to any Research Plan (as opposed to the Agreement in its entirety), the provisions of sub-sections (a) – (f) of this Section 21.1 shall apply only with respect to such Research Plan.

21.2 Upon termination by Partner pursuant to Section 20.2 or termination by DNDi pursuant to Section 20.3:

a) Partner's activities shall discontinue immediately or as soon as practical;

b) the licenses granted to DNDi under Sections 14.1, 14.3 and 14.5 shall survive, the license granted under Section 14.5 becoming unconditional (the Partner being deemed not to have elected to be become the Development Partner for such purpose);
c) the licenses granted by DNDi under Sections 14.2, 14.3 and 14.4 to Partner shall terminate;
d) Partner shall return or cause to be returned to DNDi all DNDi's Confidential Information, DNDi Background Technology and DNDi Collaboration Technology within thirty (30) days after the effective date of termination, or certify the destruction thereof as specified by DNDi;
e) Partner shall promptly notify all sublicensees and CSPs, if any, of any termination of sublicenses granted by Partner under this Agreement and take all actions necessary to effectuate termination of sublicenses;
f) Partner shall make available to and/or transfer to DNDi, copies of such information, documentation and materials in its possession relating to the Research Plan so that DNDi may proceed with further activities as anticipated hereunder; and
g) in the case of termination by Partner under Section 20.2 with respect to a Research Plan (as opposed to the Agreement in its entirety), the provisions of sub-sections (a) to (f) of this Section 21.2 shall apply only with respect to such, or part of, the Research Plan.

21.3 All rights and licenses granted under or pursuant to this Agreement by DNDi or Partner are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that the Parties, as licensees of such rights under this Agreement, shall retain and may fully exercise all of their rights and elections under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against either Party under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, the Party hereto that is not a Party to such proceeding shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the non-subject Party's possession, shall be promptly delivered to it:
a) upon any such commencement of a bankruptcy proceeding upon the non-subject Party's written request therefor, unless the Party subject to such proceeding elects to continue to perform all of its obligations under this Agreement; or
b) if not delivered under subsection (a) above, following the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefor by the non-subject Party.

21.4 In the event of expiration or early termination of this Agreement for any reason, the following provisions shall survive: Section 10.2 and Articles 13, 14, 15, 16, 17, 18, 21 and 29, as well as any other obligation which by its nature is intended to survive.

21.5 Expiration or early termination of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such termination or expiration.

22. RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or to constitute any Party as the agent or the employee of the other Party. Neither Party shall have authority to bind or act on behalf of the other Party.

24. WAIVER

No waiver of any term or condition of this Agreement in any instance shall be deemed to be or construed as a further or continuing waiver of such term or condition or of any other term or condition of this Agreement.

25. FURTHER ASSURANCE

25.1 The Parties shall perform any other activities necessary for the successful achievement of the objectives of this Agreement, provided that the Parties shall evaluate and agree on the costs of performing such activities, the financing thereof, and allocation of roles and responsibilities.

25.2 The Parties shall sign all documents or acts, and provide all assurances necessary to give full effect to the terms of this Agreement.

26. FORCE MAJEURE

26.1 Neither Party shall be liable for failure or delay in performing its obligations herein, and neither Party shall be deemed to be in breach of its obligations if such failure or delay occurs by reason of Force Majeure event.

26.2 The Party claiming Force Majeure shall promptly inform the other Party of such event, by giving written notice to the other Party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effects. The Party claiming Force Majeure shall take all measures necessary to limit the consequences of such Force Majeure event.

26.3 The non-performing Party shall use Reasonable Efforts to limit the suspension of performance to no greater scope and no longer duration than is necessary and to resume performance of its obligations hereunder as soon as reasonably possible.

26.4 If a Party is unable to fulfil any relevant obligation under this Agreement due to any such cause, and this situation continues for a period of < six (6) consecutive months >, then the other Party hereto shall have the right to terminate this Agreement immediately upon written notice to the other Party.

27. NO ASSIGNMENT

27.1 Neither Party may transfer or assign to a Third Party this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

27.2 It is understood, however, that either Party may freely transfer or assign any of its rights and obligations under this Agreement to any of its Affiliates, provided that such Affiliate agrees to be bound by the terms of this Agreement.

27.3 Furthermore, it is understood, that either Party may freely transfer or assign any of its rights and obligations under this Agreement to any direct or indirect successor to its business by means of merger, divestment, acquisition, contribution of assets or any other restructuring operation.

28. NOTICES

28.1 All notices or communications to be given under this Agreement shall be addressed in writing in English and sent by certified mail, return receipt requested, or recognised courier service, properly addressed, or by email with confirmed receipt, to the other Party at the addresses set forth below or to such other address as the Party to whom notice is to be given may have provided to the other Party in accordance with this Article 28.

28.2 Notices shall be deemed effective upon:
a) the date received if sent by certified mail or recognised courier; or
b) the date of confirmed receipt if sent by email:

For DNDi:
In relation to technical and strategic issues:
< add full name of contact >
< add full address of contact >
< add telephone number of contact >
Email: < add email address of contact >

In relation to legal issues:
< add full name of contact >
< add full address of contact >
< add telephone number of contact >
Email: < add email address of contact >

For Partner:
In relation to technical and strategic issues:
< add full name of contact >
< add full address of contact >
< add telephone number of contact >
Email: < add email address of contact >

In relation to legal issues:
< add full name of contact >
< add full address of contact >
< add telephone number of contact >
Email: < add email address of contact >

29. GOVERNING LAW, DISPUTE RESOLUTION AND EQUITABLE RELIEF

29.1 This Agreement shall be governed by, subject to, construed and enforced in accordance with the laws of Switzerland, without giving effect to any conflicts of law rules.

29.2 Except as provided in Section 12.9, any disputes arising between the Parties in connection with the validity, interpretation, performance or termination of this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. The place of arbitration shall be Geneva, Switzerland and the language of the proceedings shall be English.

29.3 Prior to initiating arbitration, the Parties shall make a good faith attempt to resolve amicably any dispute arising under this Agreement. The contact persons indicated in Article 28 shall first attempt to resolve the matter by negotiation, and shall attend to at least one meeting for this purpose. In case this effort is unsuccessful, within fifteen (15) calendar days from the first discussion, the Parties shall each designate a person senior to the contact persons indicated in Article 28 to make a further attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) calendar days thereafter, either Party may, by written notice to the other Party, initiate arbitration proceedings as provided in Section 29.2. Notwithstanding this Section 29.3, each Party shall be free to seek a preliminary injunction in court at any time.

29.4 Notwithstanding Sections 29.2 and 29.3, a breach by either Party of this Agreement may cause irreparable damage and the non-breaching Party may not be adequately compensated by monetary damages. In the event of a breach, or threatened breach, the non-breaching Party shall be entitled to seek from any court of competent jurisdiction equitable relief, whether preliminary or permanent, without the need to show irreparable harm or the inadequacy of monetary damages as a remedy and without the requirement of having to post a bond or other security. Nothing in this Section 29.4 is intended, or shall be construed, to limit the Parties' rights to equitable relief or any other remedy for a breach of any provision of this Agreement.

30. ENTIRE AGREEMENT, AMENDMENTS AND SEVERABILITY

30.1 This Agreement sets forth the entire understanding between the Parties as to its subject matter and supersedes any prior oral or written understanding or agreement relating thereto.

30.2 This Agreement may be amended only in writing with the signature of a duly authorised representative of each Party.

30.3 The provisions of this Agreement are severable, and if any provisions hereof shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

31. COUNTERPARTS AND PDF(s)

31.1 This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

31.2 For the convenience of the Parties, an executed copy of this Agreement may be transmitted by email in portable document format (PDF) and such .pdf file shall be deemed equivalent to an original.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its authorised representative in its name and on its behalf.

< add full name of Partner >	**Drugs for Neglected Diseases initiative**
Name:	Name:
Title:	Title:
Signature:	Signature:
…….	……
Name:	Name:
Title:	Title:
Signature:	Signature:
……	……

ANNEX 1 - RESEARCH PLAN

ANNEX 2 - MATERIALS TRANSFER RECORD FORM

Terms in initial capital letters used herein that are not defined herein shall have the meanings set forth in that certain Research Collaboration and License Agreement dated < complete > between Partner and DNDi (the "**Agreement**").

In connection with the performance of the Agreement and pursuant to the terms of the Agreement:

Partner shall transfer to the CSP(s) < and principal investigator(s) > at the address(es) set forth below the Molecule(s) described herein, for the purpose of conducting the screening described herein:

Name and address of CSPs and Principal Investigators

Description of Molecules and Quantities

Description of screening, including the use of any pharmaceutically active ingredients in addition to the Molecules

Transfer Date: ……

Signature - Partner representative ……..
Date

Signature - DNDi representative ……..
Date

ANNEX 3 - DISCLOSABLE INFORMATION

- This Agreement covers:
  - < add disclosable information agreed between the Parties >

- Management of Technology to ensure access to the Product

- Affordable Price

ANNEX 4 – ETHICAL BEHAVIOUR

Each Party respects all human beings and expects everyone working for or with it to share the following principles on honest and ethical behaviour:

- **Equality, Diversity, and Inclusion:** each Party holds the principles and practices of equal opportunity and workforce diversity high in its working environment. Each Party :
  - does not tolerate discrimination especially against any characteristics protected by law (e.g., age, marital status or civil partnership, disability, ethnicity, gender reassignment, physical/mental health condition, physical appearance, political affiliation, cultural belief, pregnancy/maternity/paternity, race, religion, sex or sexual orientation);
  - respects cultural differences and values diversity;
  - supports full contribution of everyone in interactions.

- **Safeguarding:** neither Party tolerates persecution in any form. Each Party is committed to
  - provide a safe and trusted environment for staff;
  - treat staff with dignity and respect;
  - protect vulnerable groups (e.g., people who are ill or immunocompromised, children, pregnant women, elderly people or those who are unable to take care of or protect themselves);
  - prevent any form of abuse of power/authority, disrespect, harassment and bullying, exploitation, sexual misconduct and inappropriate behaviour of a sexual nature or threats to commit any of these.

In absence of safeguarding policy, Partner is encouraged to apply, with appropriate adaptations, DNDi's Guidelines for the prevention of sexual misconduct, published on its website (Guidelines for the Prevention of Sexual Misconduct (dndi.org).

Each Party ensures, notably through training, that those standards of behaviour are well communicated, understood and accepted.

Each Party shall provide a structure and a procedure that ensure secure reporting channels and proper handling and sanctioning of discrimination, abuse or exploitation.

No staff of either Party shall be discharged, demoted or otherwise discriminated in retaliation for raising, in good faith, a concern about compliance issues or cooperating with an investigation on an alleged breach of compliance.

Partner and its staff may report any kind of actual or potential ethical or legal concern, especially where it may adversely impact patients or any vulnerable person on DNDi Integrity Line (https://dndi.integrityline.org/) which offers confidentiality and anonymity as an option.