

## SPONSORED RESEARCH REEMENT FOR ASSIGNMENT OF FUTURE INTELLECTUAL PROPERTY

This Agreement is entered into as of this [xxx] day of [xxx], 20[xxx] (the “Effective Date”), by and between [xxx], a [institution of higher education/research organization] organized under the laws of [xxx], having a place of business in [xxx] (“**Recipient**”) and [Organisation 1] , a Swiss incorporated entity, acting as a service provider for [Organisation 2] (a decentralized autonomous organization) to facilitate banking and legal transactions, having a place of business at [Address] (“**Sponsor**”). Recipient and Sponsor shall be referred to individually as “Party” and collectively as “Parties”.

**WHEREAS**, Sponsor is interested in the performance of a research program with Recipient relating to [xxx]. Sponsor is willing to provide funds for the Research program in exchange for the rights set out in this Agreement below.

The Parties hereby agree as follows:

### 1. Definitions

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

“**Background**” shall mean any pre-existing Intellectual Property that is used in performing the Research, whether introduced by Recipient or the Sponsor.

“**Net Recipient Receipts**” shall mean Recipient Receipts less Recipient Expenses.

“**Principal Investigator**” shall mean [xxx], or such other principal investigator who may replace [xxx] pursuant to Section 2.2.

“**Recipient Expenses**” shall mean, to the extent not otherwise reimbursed, all out-of-pocket expenses and reasonable professional fees, including legal fees, patent agent fees and fees paid to other experts, incurred by Recipient in connection with: (a) the filing, prosecution, maintenance or enforcement of any patent application or patent covering or included in the Research Results; or (b) the preparation, negotiation, execution and/or enforcement of the Recipient Commercialization Agreement.

“**Recipient Receipts**” shall mean all consideration actually received by Recipient in connection with the commercialization of the Research Results by Recipient to a third party (“Recipient Commercialization”); provided that “Recipient Receipts” shall not include payments specifically paid for the conduct of identified Research activities relating to Research Results (including customary overhead) and in accordance with detailed budgets and research workplans.

“**Research**” shall mean the Research actually conducted during the Research Period by the Recipient Team under the terms of this Agreement in accordance with the research plan described in Appendix A attached hereto.

“**Research Period**” shall mean a period of [xxx] months commencing on the payment of the first installment of Research funding by Sponsor in accordance with Section 3.1 below.

“**Research Results**” shall mean any and all intellectual property, inventions, conceptions, reductions to practice, compositions, materials, methods, processes, know-how, data, information, formulae, records, results, studies and analyses, discovered or acquired by members of the Recipient Team in the performance of the Research.

“**Recipient Team**” shall mean employees and affiliates of Recipient contributing to Research during the Research Period.

## **2. Performance of Research**

- 2.1. Performance of Research. Recipient shall use reasonable efforts to perform the Research; however, Recipient makes no warranties that the Research will achieve any particular results.
- 2.2. Principal Investigator. The Research will be directed and supervised by the Principal Investigator, who shall have primary responsibility for the performance of the Research. If [xxx] ceases to serve as Principal Investigator for any reason, Recipient will promptly notify Sponsor, and Recipient shall use good faith efforts to identify, from among the scientists at Recipient, a scientist or scientists acceptable to Sponsor within 60 (sixty) days after such notice. If a suitable replacement for the Principal Investigator cannot be identified within the 60 (sixty)-day period, Sponsor shall have right to terminate this Agreement as provided in Section 7.2. With the exception of the foregoing right to terminate, Sponsor shall have no right or claim against Recipient in the event that [xxx] leaves or otherwise terminates his involvement in the Research and Recipient and Sponsor are unable to identify a mutually acceptable substitute as provided in this Section.
- 2.3. Deliverables. Recipient shall provide Sponsor with the deliverables set forth in the Research plan.
- 2.4. Reports. For projects of 6 (six) months duration or longer, Principal Investigator will provide Sponsor quarterly progress reports, which may be in either oral or written form, or a combination thereof, depending on the nature of the information conveyed. If requested by Sponsor, Principal Investigator will confirm within a reasonable period of time any oral progress reports with follow-up summary written reports. Principal Investigator will provide Sponsor a final written report within 60 (sixty) days after the conclusion of the Research (or such other time period specified in the research plan) describing the methods used and results obtained together with any other pertinent findings from the Research.
- 2.5. Contacts. Recipient’s contact person with respect to issues concerning the Research shall be [xxx], email: [xxx], tel: [xxx]. Sponsor’s contact person with respect to issues concerning the Research shall be [xxx], email: [xxx], tel: [xxx].

## **3. Funding of Research**

- 3.1. Payments. Sponsor shall fund the Research in the amount of [Amount] ([written Amount]), plus value added tax to the extent required by applicable law to be paid as follows:
- [xxx]% of such amount on the Effective Date.
  - [xxx]% of such amount subsequent to achievement of milestone [xxx].
- 3.2. Payment Terms. For the avoidance of doubt, all payments payable to Recipient should be net of any deductions or tax withholding, if applicable, which shall be borne by Sponsor. Recipient shall invoice Sponsor in accordance with the details provided by Sponsor in Appendix B and payment for the research shall be made by Sponsor within 30 (thirty) days of the date of Recipient's invoice. If Sponsor issues a purchase order, such purchase order shall be for the total funding amount set forth above. The actual spending of the budget might vary between the different cost items, at the Recipient Team's sole discretion, however the total budget will not be changed.
- 3.3. Ownership of Equipment. Upon termination or expiration of this Agreement, Recipient shall retain title to all equipment purchased or fabricated by Recipient with funds provided by Sponsor.

#### **4. Use and Exploitation of Intellectual Property**

- 4.1. This agreement does not affect the ownership of any Background or in any other technology, design, work, invention, software, data, technique, know-how, or materials that are not Research Results. The right in the Intellectual Property in them will remain the property of the Party that contributes them to the Research.
- 4.2. Sponsor grants Recipient a royalty-free, non-exclusive, non-sublicensable license to use Sponsor's Background for the purpose of carrying out the Research.
- 4.3. Subject to payment by Sponsor of the full amount in accordance with Section 3.1, Sponsor will be the owner of the Results. Recipient assigns to Sponsor all existing and future Intellectual Property in the Research Results to the fullest extent permitted by law.
- 4.4. If the grant of a license of any of Recipient's Background is necessary in order for Sponsor to exploit any Results, then Recipient may, on request, consent to grant a non-exclusive license to Sponsor to the extent necessary, and on agreement of a reasonable payment.
- 4.5. Recipient shall be entitled to a fair and reasonable share of any revenues resulting from Sponsor's commercialization or exploitation of the Research Results, the amount of which shall be agreed between the Parties in writing, taking into account our contribution to the Research Results, and any Background necessary for such commercialization or exploitation.
- 4.6. Should Sponsor not commercialize or exploit the Research Results, or have plans in place to do so, within 6 months after conclusion of the Research as defined in Section 7.1, Recipient shall have the option to take re-assignment of the Research Results, subject to agreeing to pay Sponsor a fair and reasonable share of any Net Recipient Receipts according to Section 5 resulting from Recipient's commercialization or exploitation of the Research Results.

#### **5. Allocation of Receipts from Commercialization by Recipient**

- 5.1. Commercialization. The Parties and [Organisation 2] shall cooperate in all ways necessary to procure the commercial exploitation of the Research Results by Recipient or third parties. Sponsor and/or [Organisation 2] may notify Recipient of any licensing opportunity for the Research Results.
- 5.2. Allocation of Receipts. In consideration of the Sponsor's funding of the Research hereunder, Recipient shall pay Sponsor a total of [xxx]% of Net Recipient Receipts and on sublicense, option and assignment fees received by Recipient from its sublicensees/assignees up to a maximum amount of [xxx]% of the total amount of Research funding actually received by Recipient from Sponsor hereunder.
- 5.3. Non-Cash Consideration. In respect of any Recipient Receipts in non-cash form received by Recipient, Recipient reserves the right to notify the Sponsor in writing that it does not wish to distribute the applicable percentage share of such Recipient Receipts in kind, in which case Recipient shall be entitled to continue to hold and maintain the entirety of such non-cash Recipient Receipts at its sole discretion and shall pay the Sponsor its applicable percentage share of any cash consideration arising from such non-cash Recipient Receipts if and when such cash consideration is actually received by Recipient (such as in the event of sale of the non-cash consideration or receipt of any dividend or other amount in respect thereof).
- 5.4. Bundling. If the Research Results are licensed in addition to other intellectual property rights, then the proportion of Net Recipient Receipts to be paid to Sponsor shall be determined by the Parties in good faith. If the Parties cannot reach an agreed after engaging in good-faith negotiation for 60 (sixty) days, then the matter shall be finally determined by a third-party IP valuation appraiser, investment banker or similar professional advisor mutually acceptable by both Parties. The Parties shall split all cost and fees of such professional advisor equally.
- 5.5. Payment Terms. Recipient will pay to Sponsor any and all consideration due under Section 5.2 above no later than 30 (thirty) days after the conclusion of each calendar quarter in which Net Recipient Receipts was received by Recipient. Each payment due to Sponsor under this Agreement shall be paid by wire transfer of funds to Sponsor's bank account, the details of which it shall provide to Recipient in writing. To the extent income tax laws require that income taxes be withheld from any amounts or consideration due to Sponsor under this Agreement, Recipient may deduct these taxes from the remittable amount and pay the taxes to the proper taxing authority.

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## 6. Confidential Information

- 6.1. Confidential Information. "Confidential Information" shall mean all information (including but not limited to information about any element of the Research Results) designated as confidential or which otherwise should reasonably be construed under the circumstances as being confidential which is disclosed by or on behalf of Recipient, or any of its employees or affiliates, to Sponsor hereunder, except to the extent that such information, as demonstrated by Sponsor with written evidence: (a) was known to Sponsor at the time of disclosure, other than by virtue of a prior confidential disclosure to Sponsor by Recipient, or any of its employees or affiliates; (b) as of the date of disclosure was or is in, or subsequently entered or enters, the public domain, other than by

a fault or omission of Sponsor; (c) as of the date of disclosure or thereafter was or is obtained from a third party free from any obligation of confidentiality to Recipient; or (d) as of the date of disclosure or thereafter was or is independently developed by Sponsor without the use of or reference to Confidential Information.

- 6.2. Restrictions. Sponsor agrees that, without the prior written consent of Recipient in each case, during the term of this Agreement, and for seven (7) years thereafter, it will keep confidential, and not disclose or use Confidential Information received pursuant to or in connection with this Agreement. Sponsor shall treat such Confidential Information with the same degree of confidentiality as it keeps its own Confidential Information, but in all events no less than a reasonable degree of confidentiality. Sponsor may disclose the Confidential Information only to employees and consultants of Sponsor who are legally bound by agreements which impose confidentiality and non-use obligations comparable to those set forth in this Agreement.
- 6.3. Recipient's Publication Rights. The Principal Investigator and other members of the Principal Investigator's teams shall have the right to publish the Research Results in scientific publications or to present such results at scientific symposia, provided that the following procedure is followed:
- 6.3.1. No later than 30 (thirty) days prior to submission for publication of any scientific articles, abstracts or papers concerning the Research Results and prior to the presentation of the same at any scientific symposia, the Principal Investigator shall send Sponsor a written copy of the material to be so submitted or presented, and shall allow Sponsor to review such submission to determine whether the publication or presentation contains subject matter for which patent protection should be sought.
- 6.3.2. Sponsor shall provide its written comments with respect to such publication or presentation within 30 (thirty) days following its receipt of such written material. If Sponsor does not provide written comments within the 30 (thirty) days set forth above, it shall be deemed to have approved such proposed publication or presentation.
- 6.3.3. If Sponsor, in its written comments, identifies material for which patent protection should be sought, then the Principal Investigator shall delay the publication of such publication or presentation, so that it is no earlier than 60 (sixty) days from the receipt of such written comments, in order to enable the filing of patent applications.
- 6.3.4. After compliance with the foregoing procedures with respect to an academic, scientific or medical publication and/or public presentation, the Principal Investigator shall not have to resubmit any such information for re-approval should it be republished or publicly disclosed in another form.

## **7. Term and Termination**

- 7.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect, unless earlier terminated in accordance with the provisions of this Agreement, until the conclusion of the Research (i.e., delivery of final report in respect of the Research to Sponsor).
- 7.2. Loss of Principal Investigator. If the Principal Investigator leaves Recipient or otherwise

terminates his involvement in the Research, and if Recipient and Sponsor fail to identify a mutually acceptable substitute as provided in Section 2.2, Sponsor may terminate this Agreement upon 30 (thirty) days prior written notice to Recipient.

- 7.3. Termination for Default. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within 30 (thirty) days after receiving written notice thereof, the other Party may terminate this Agreement immediately upon written notice to the Party in breach.
- 7.4. Either Party may terminate this Agreement if (a) the other Party becomes insolvent or unable to pay its debts as and when they become due, or (b) an order is made or a resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (c) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of the other Party's assets or business, or (d) the other Party makes any composition with its creditors, or (e) the other Party ceases to continue its business, or (f) as a result of debt and/or maladministration the other Party takes or suffers any similar or analogous action in any jurisdiction, or (g) the objects of the research shall prove to be impossible or impractical of completion within the price.
- 7.5. Force Majeure. Neither Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

## **8. Miscellaneous**

- 8.1. Changes in the Agreement. The Parties agree that all changes and amendments to this Agreement shall be made in writing and signed by both Parties.
- 8.2. Use of Name and Logo. Recipient may use Sponsor's name and logo to identify Sponsor as a sponsor of the Research, and Sponsor may use Recipient's name and logo and the names and likenesses of the Principal Investigator, in marketing materials shown to external parties. Sponsor will share all such materials with Recipient and the Principal Investigator in advance of publication with reasonable opportunity to comment.
- 8.3. Warranty Disclaimer. Recipient makes no express warranties and disclaims any implied warranties as to any matter relating to this Agreement, including without limitation any warranty as to merchantability, fitness for a particular purpose, or non-infringement of third party rights with respect to the performance or results of the Research.
- 8.4. Survival. In case of termination of this Agreement, irrespective of the reason, the clauses that by their nature are meant to survive, shall not be considered terminated and shall be in effect.
- 8.5. Assignment. Sponsor, in its sole discretion, may assign its rights and responsibilities under this Agreement and will immediately notify Recipient in writing of any such assignment and such

notice shall include the address and points of contact of the assignor. This Agreement shall remain binding on Recipient and Recipient's respective executors, administrators, successors, representatives, and permitted assigns.

8.6. Governing Law and Jurisdiction. This Agreement will be governed by the laws and venue of the defending party.

8.7. Notice. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by registered or certified mail, return receipt requested, to the following addresses of the Parties:

If to Recipient: [xxx]  
Attn: [xxx]

If to Sponsor: [Organisation 1]  
[Address]  
Attn: Chief Executive Officer

8.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[Recipient]

[Organisation 1]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

#### Appendix A – Research Plan

<b>Assignee:</b>	[Organisation 1]
<b>Registered Address:</b>	[Address]
<b>Company Registration Number:</b>	[Company Registration Number]

<b>VAT Number:</b>	
<b>Research Title and Summary:</b>	[xxx]
<b>Principal Investigator (PI):</b>	[xxx]
<b>Scope of work:</b>	[xxx]
<b>Effective Date:</b>	[xxx]
<b>End Date:</b>	[xxx]
<b>Deliverables:</b>	[xxx]
<b>Location where Research is to be provided:</b>	[xxx]
<b>Price (including 10% overhead):</b>	[xxx]
<b>Payment installments (upon successful completion of milestones):</b>	[xxx]

#### Appendix B – Sponsor Invoice Details

**Address:** [Organisation 1]  
[Address]

**Invoice Contact Name:** [Representative]

**Telephone Number:** [Phone Number]

**Email:** [Email Address]