**RESEARCH COLLABORATION AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between XXX, having their principal place of business or residing at YYY ("COMPANYNAME1") and XXX, having offices at YYY (“COMPANYNAME2) (each a “Party” and together the “Parties”).

**WITNESSETH:**

WHEREAS, COMPANYNAME1 and COMPANYNAME2 desire to pursue open source development together. Through this partnership, COMPANYNAME1 and COMPANYNAME2 will aim to build, collect, and maintain R packages that support the conventional clinical reporting pipeline. The destination of these packages is within the public domain, and any packages developed by COMPANYNAME1 and COMPANYNAME2 will be publicly available and contain an open source license.

WHEREAS, COMPANYNAME1 desires to support such collaboration;

WHEREAS, COMPANYNAME2 desires to support such collaboration;

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

The Parties, intending to be legally bound, agree as follows:

**ARTICLE 1**

**RESEARCH PROJECT; JOINT PROJECT TEAM**

**Section 1.1 Research Project**

The goal of the partnership will be to build and maintain components of a “pharmaverse”. Much like the tidyverse is to R, the pharmaverse will be a collection of packages that best offer open-source solutions to the needs and demands of statistical programming and data analysis within the clinical statistical programming industry.

Package design and scoping will be centered around a few guiding principles:

1. If an existing solution sufficiently solves a problem, that existing solution should be used and admitted to the pharmaverse.
2. If an existing solution does not sufficiently solve a problem, but has a strong foundation, commitments can be made to that existing solution to improve it.
3. Packages created should solve a clear problem where there is either no existing solution or no solution that can reasonably be improved to meet that need.

The Research project is a collaborative effort of which documentation of collaborations will be held in a central location with group access to each partner organization.

**Section 1.2 Joint Project Team**

(a) After the Effective Date, the Parties shall establish a Joint Project Team (“JPT”) dedicated to coordination and administration of the Research Project. Each Party can appoint and replace its representatives in the JPT at its own discretion through timely notice to the other Party. Additional representatives can be invited to attend meetings by the JPT on a case-by-case basis if required for discussion of certain topics, provided, however, that such additional representatives are subject to appropriate confidentiality obligations.

(b) The JPT shall decide on matters by unanimous vote, with the representatives of each Party collectively having one vote on all matters to be decided upon by the JPT, provided, however that no action may be taken at any meeting unless at least one representative of each Party are present at the meeting. In the event that the JPT, after good faith efforts, is not able to reach agreement on a particular matter, the matter will be referred to senior leaders of each Party whom they may designate from time to time. For the avoidance of doubt, the authority of the JPT does not extend to the power to amend this Agreement.

(c) The JPT shall meet at such times and at such locations (including in-person, by telephone and/or video conference) as mutually agreed between them as being reasonably necessary in order to advance the Research Project.

(d) The JPT will have the authority to decide and perform the following:

1. monitor the progress of the Research Project;
2. consider and make recommendations to the Parties regarding substantial modification of the Research Project (including, without limitation, that of budget);
3. ensure open communication between the Parties in the course of the Research Project;

(e) The JPT will in no way have authority to require members to disclose confidential matters or materials if they chose not to.

**ARTICLE 2**

**TERM**

**Section 2.1 Term**

This Agreement will commence as of the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, will terminate [1 year] from the Effective Date (the “Term”). This Agreement may be extended by the mutual written agreement of the parties on the terms and conditions contained herein.

**ARTICLE 3**

**Budget**

**Section 3.1 Budget**

The partnership between COMPANYNAME2 and COMPANYNAME1 is intended to be budget neutral. The commitment from both organizations is through resource allotment. Both COMPANYNAME1 and COMPANYNAME2 will provide ### FTE at a minimum, plus one Project Management Oversight (PMO) lead.

**ARTICLE 4**

**INTELLECTUAL PROPERTY**

**Section 4.1** **Definitions**

(a) **“Affiliate”** means any corporation or non-corporate entity which controls, is controlled by or is under common control with a Party hereto. A corporation or non-corporate entity, as applicable, will be regarded as in control of another corporation if it owns or directly or indirectly controls at least forty percent (40%) of the voting stock of the other corporation or (i) in the absence of the ownership of at least forty percent (40%) of the voting stock of a corporation; (ii) in the case of a non-corporate entity, if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation or non-corporate entity, as applicable; or (iii) any other relationship between COMPANYNAME1 and an entity which COMPANYNAME1 and COMPANYNAME2 have agreed in writing may be considered an “Affiliate” of COMPANYNAME1.

(b) **“Arising IP”** means Know-How and Intellectual Property that is discovered, generated, invented, made, conceived or reduced into practice by or on behalf of COMPANYNAME1 or COMPANYNAME2 under a Research Project.

(c) **“Background IP”** means Know-How and Intellectual Property owned or controlled by COMPANYNAME1 or COMPANYNAME2 that is identified in this Agreement or is otherwise contributed, used or made available in the Research Project, excluding Arising IP. For the avoidance of doubt, if any data or information comprised in a Party’s Background IP is obtained from reverse engineering or other analysis of that Party’s Background IP or from Arising IP, then such obtained data or information remains the Background IP of that Party and no rights thereto are given except as otherwise provided in this Agreement.

(d) **“Data”** means any information or data contributed by COMPANYNAME1 or COMPANYNAME2 Background IP.

(e) **“Data Derivative(s)”** means any alternative or abstract representation (in any form, including machine-readable) of any Data or any instance of a computer model (including a machine learning model) (pre-)trained with, incorporating or disclosing any Data or data derived Data.

(f) **“Intellectual Property”** means Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, topography rights, database rights, rights to use and protect the confidentiality of confidential information (including, without limitation, Know-How and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including, without limitation, all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

(g) **"Know-How"** means all manifestations, whether registrable or otherwise, of information, data (including, without limitation, raw data and manipulations, abstractions and other derived data), results, technology, techniques, practices, inventions, discoveries, processes, methods, concepts, ideas, developments, improvements, specifications, Software, analytical pipelines, models, scripts, semiconductor topography, algorithms, expertise, and any physical, chemical or biological materials, that is or is capable as a matter of law of being owned or controlled by a Party.

(h) **“Patents”** means any and all patent and utility model applications, together with any patent or utility model resulting therefrom, including, without limitation, divisionals, continuations, continued prosecution applications, reissues, extensions of term, substitutions, revalidations, renewals, re-examinations, supplemental protection certificates, registrations and confirmations thereof.

(j) **“Software”** means computer program(s) and coding, irrespective of form, including, without limitation, Source Code, object code, pseudocode, programming tools, scripts, algorithms, machine learning models and systems (including trained and initialized instances), data analytics tools, routines, software application program interfaces (API) and user or command interfaces.

(k) **“Source Code”** means, with respect to Software, a human-readable version in a programming language, together with all related flow charts, diagrams of logic, programmer notes, developer notes, specifications (including, without limitation, the description of the performance, functions, features and other requirements for the Software) and technical documentation related thereto, including, without limitation, a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, operate, support, maintain, and develop modifications, upgrades, updates, corrections, enhancements, improvements, and new versions of, and to develop computer programs compatible with, such Software.

**Section 4.2** **Ownership**

(a) Each Party shall own and retain all right, title and interest in and to its Background IP and no rights thereto are given to the other Party except as provided in this Agreement.

(b) COMPANYNAME1 and COMPANYNAME2 shall jointly own all rights, title and interest in and to all Arising IP. Each of COMPANYNAME1 and COMPANYNAME2 shall be free to use (for any purpose whatsoever) and to licence (including with rights to sub-licence through multiple tiers) the Joint Arising IP without any obligation to account to or to obtain any approval from the other joint owner, but this gives neither Party any rights to use the Background IP of the other Party except as set forth in this Agreement. Each of COMPANYNAME1 and COMPANYNAME2 shall be free to assign its interest in Joint Arising IP to any of its Affiliates, but not to assign otherwise or to mortgage its interest in Joint Arising IP without the consent of the other, which consent shall not be unreasonably withheld.

(c) COMPANYNAME1 and COMPANYNAME2 shall promptly after becoming aware disclose to the other any Joint Arising IP created by or on its behalf.

**ARTICLE 5**

**CONFIDENTIALITY**

**Section 5.1 Confidential Information**

(a) As used herein, the term “Confidential Information” means any and all information and data that is (i) disclosed by one Party to the other on or after the Effective Date in connection with the Research Project or otherwise pursuant to this Agreement, or (ii) owned or controlled by one Party and comes into the possession of the other Party on or after the Effective Date due to the Research Project or this Agreement.

(b) Confidential Information does not include any portion of the Confidential Information of the other Party hereto which:

(i) is in or enters the public domain except through breach of this Agreement by the recipient;

(ii) the recipient can demonstrate by its written records was in the recipient’s possession prior to the time of disclosure by or on behalf of the disclosing Party hereunder or in the case of Arising IP prior to the Arising IP being created under this Agreement, provided it was not acquired directly or indirectly from the disclosing Party or as a result of activity pursuant to this Agreement and further provided it is not subject to any obligation of confidentiality or non-use to any person;

1. becomes available to the recipient from a third party which, to the knowledge of the recipient, is not legally prohibited from disclosing such Confidential Information, provided it is not subject to any obligation of confidentiality or non-use to any person; or
2. the recipient can demonstrate by its written records was developed by or for the recipient independently of the other Party’s Confidential Information, wherein such independent development means free from any reliance whatsoever on, knowledge of or reverse engineering from any of the other Party’s Confidential Information.

**Section 5.2 Maintenance of Confidentiality; Non-use Obligations**

(a) Confidential Information of the disclosing Party will be kept confidential by the recipient and, except as otherwise permitted herein, will not be disclosed to any third party by the recipient in any manner whatsoever, in whole or in part, without first obtaining the disclosing Party’s prior written consent to such disclosure.

The standard of care required of the recipient in protecting the confidentiality of the disclosing Party’s Confidential Information is the same standard of care that the recipient uses in protecting its own confidential information of a similar nature, which will be at least a reasonable standard of care. The recipient may disclose the disclosing Party’s Confidential Information only to the recipient’s Affiliates, permitted licensees or sub-licensees and its and their employees or consultants on a need-to-know basis, provided that the permitted disclosee has agreed to comply with the applicable provisions of this Agreement.

(b) The Confidential Information will not be used by the recipient except as permitted herein, without first obtaining the disclosing Party’s prior written consent to such use or without first entering into a separate written agreement duly executed by authorized representatives of the Parties hereto.

**Section 5.3 Notification of Mandatory Disclosure**

(a) In the event that either Party hereto is required by applicable statute or regulation or by judicial or administrative process to disclose any part of the Confidential Information which is disclosed to it hereunder, the recipient shall (i) promptly notify the disclosing Party of each such requirement and identify the Confidential Information so required thereby, so that the disclosing Party may seek an appropriate protective order or other remedy and/or waive compliance by the recipient with the provisions of this Agreement and (ii) consult with the disclosing Party on the advisability of taking legally available steps to narrow the scope of such requirement, at the disclosing Party’s expense.

(b) If, in the absence of such a protective order or such a waiver by the disclosing Party of the provisions of this Agreement, the recipient is nonetheless required by mandatory applicable law to disclose any part of the Confidential Information which is disclosed to it hereunder, the recipient may disclose such Confidential Information to the governmental authority requesting such disclosure without liability under this Agreement, except that the recipient shall furnish only that portion of the Confidential Information which is legally required and only to the extent required by law.

**Section 5.4 Term of Obligations**

All obligations under this Article 5 shall survive termination of this Agreement and for a period of the later of ten (10) years from execution of this Agreement or the start of any Research Project initiated hereunder.

**ARTICLE 6**

**OPEN SOURCE, DATA AND TECHNOLOGY TRANSFER**

**Section 6.1** **Open Source**

(a) COMPANYNAME1 and COMPANYNAME2 shall use open-source Software or open-source data sets in performance of the Research Project. Notwithstanding the foregoing, and having regard to Section 6.1(b)(i) or 6.2, each party shall promptly notify the other if it learns that any non-open-source Software or non-open source data sets are used in the performance of the Research Project.

(b) Without limitation, in respect of any Software that constitutes Arising IP (herein “**Joint Arising Software**”) COMPANYNAME1 and COMPANYNAME2 hereby agree that:-

1. It is the intention that all Joint Arising Software shall be made available to the public under the MIT open source software licence (herein “MIT Licence”) or, in respect of a given Joint Arising Software for which an MIT Licence cannot be used, then under another open source licence approved by the Open Source Initiative (OSI) that is able to be used for such given Joint Arising Software provided that if there are plural usable OSI licences then COMPANYNAME1 and COMPANYNAME2 shall agree on which OSI licence to use for that given Joint Arising Software.
2. COMPANYNAME1 and COMPANYNAME2 shall work together to ensure that within 20 working days (Monday to Friday, inclusive) prior to the end of this agreement, Joint Arising Software completed under this agreement shall be made available to the public pursuant to Section 6.1(b)(i) via a repository or site (e.g. “GitHub”) that is mutually agreed upon by COMPANYNAME1 and COMPANYNAME2. In the event such mutual agreement cannot be reached by the end of the aforesaid 20 day working period after good faith discussions, each of COMPANYNAME1 and COMPANYNAME2 shall be free to use a repository or site of its own choosing. Upon termination or expiry of the Research Project or this Agreement, the preceding provisions of this Section 6.1(b)(ii) shall apply *mutatis mutandis* in respect of any completed Joint Arising Software not hitherto made available to the public.
3. COMPANYNAME1 and COMPANYNAME2 shall each be attributed as a copyright owner in the copyright notices.
4. The terms of any Software licences, including open-source Software licences, that apply to any Joint Arising Software shall be properly observed with respect to such Joint Arising Software, including without limitation with respect to any attribution requirements.
5. In the event that it is determined by the members of the collaboration that certain Joint Arising Software shall not be made available to the public as open source for any reason (“**Held Software**”), such Held Software shall remain Joint Arising IP and any modifications and/or improvements to Held Software shall also be considered Joint Arising IP with the same rights for Member Companies as set forth under Section 4.2(c). In the event a Member Company makes modifications and/or improvements to Held Software, said Member Company shall be required to share any such modifications and/or improvements with the other Member Companies in the collaboration, which shall include any relevant source code and object code.

**Section 6.2** **Data**

It is understood by all parties that neither COMPANYNAME1 nor COMPANYNAME2 will expect the sharing of individual company patient-level data during the Research Project. If COMPANYNAME1 or COMPANYNAME2 contribute other Data to the Research Project, the contributing party shall retain all rights, title and interest to such Data as well as to any Data Derivatives and all such Data and Data Derivatives possessed by the non-contributing party shall be deleted and/or destroyed at the conclusion of the Research Project.

**Section 6.3 Technology Transfer**

(a) The Parties shall ensure that each of them is provided with (a) one (1) copy of each embodiment of the Arising IP and (b) in respect of each such embodiment, any other materials, information, knowledge or documents that a competent person of ordinary skill in the relevant field would need to practice such embodiment, in each case (a) and (b) as soon as is practicably possible after the creation of the embodiment. Without prejudice to the foregoing, each Party shall within 30 days of a request from the other Party or from termination or expiry of the Research Project take such steps as necessary to satisfy the requirements of the prior sentence in respect of any embodiment where and to the extent those requirements have not been satisfied.

(b) In respect of Joint Arising Software, the Parties shall ensure (i) each Party is provided with *inter alia* reproducible copies of the Joint Arising Software in Source Code form, Source Code documentation and such compilers, assemblers and/or translators as may be necessary to convert the Software into Object Code, and (b) the Joint Arising Software is not and will not be subject to any time bars or embedded code or technical prevention measures that cause the Joint Arising Software to cease to operate for any reason whatsoever.

**ARTICLE 7**

**LIABILITY AND INDEMNIFICATION**

**Section 7.1 Liability**

COMPANYNAME1 agrees that COMPANYNAME2 will not be liable for damage to or loss of property or injury to or death of any persons to the extent arising out of or in connection with COMPANYNAME1’s performance of the Research Project.

COMPANYNAME2 agrees that COMPANYNAME1 will not be liable for damage to or loss of property or injury to or death of any persons to the extent arising out of or in connection with COMPANYNAME2’s performance of the Research Project.

**Section 7.2 Indemnification**

1. COMPANYNAME1 shall indemnify, defend and hold harmless COMPANYNAME2 and its Affiliates from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, “Losses”) arising from or relating to any third-party claim, suit, action, investigation or proceeding (each, an “Action”) as a result of: (i) COMPANYNAME1’s material breach of this Agreement; (ii) COMPANYNAME1’s negligence or willful malfeasance in performance of the Research Project; or (iii) infringement or breach of any third party rights, including intellectual property rights, in COMPANYNAME1’s performance of the Research Project.
2. COMPANYNAME2 shall indemnify, defend and hold harmless COMPANYNAME1 and its Affiliates from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, “Losses”) arising from or relating to any third-party claim, suit, action, investigation or proceeding (each, an “Action”) as a result of: (i) COMPANYNAME2’s material breach of this Agreement; (ii) COMPANYNAME2’s negligence or willful malfeasance in performance of the Research Project; or (iii) infringement or breach of any third party rights, including intellectual property rights, in COMPANYNAME2’s performance of the Research Project.
3. Indemnification under this Article 7 will be provided only on the conditions that: (i) the indemnifying Party is given written notice within 15 calendar days after the indemnified Party receives notice of the subject Action (provided failure to give such notice within such period shall not bar a claim for indemnification except to the extent such failure has prejudiced the indemnifying Party); (ii) the indemnifying Party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified Party shall be subject to such Party’s prior written approval; and (iii) the indemnified Party provides cooperation and information in furtherance of such defense, as reasonably required by the indemnifying Party.

**ARTICLE 8**

**TERMINATION**

**Section 8.1 Termination**

Either party may terminate this Agreement for any reason, with or without cause, such termination to be effective thirty (30) days following the date notice is given.

**ARTICLE 9**

**MISCELLANEOUS**

# Section 9.1 Ethical Standards and Human Rights

## Each party represents and warrants, to the best of its knowledge, that in connection with this Agreement, it follows its published policies with respect to the human rights of its staff and does not employ child labour, forced labour, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including, without limitation, race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. Each party shall be respectful of its employees right to freedom of association and shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement.

**Section 9.2    Anti-Bribery and Corruption**

## Both parties agree that they shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or other party in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement “Government Official" (where ‘government’ means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. “Government Official” shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting either party’s business.

**Section 9.3    Representations and Warranty**

Each party will comply with all applicable laws under this agreement. Each party represents and warrants that it (a) has the full power and authority to enter into and perform its obligations under this agreement, (b) has full power and authority to bind its Affiliates to the terms of this agreement, and (c) will secure the permission of the other party prior to providing any source code in a manner that would subject the other party’s intellectual property to any other license terms or require the other party to distribute source code to any of its technologies. EACH PARTY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. ANY SOFTWARE, MATERIALS, SERVICES AND/OR TECHNOLOGIES PROVIDED BY EITHER PARTY ARE PROVIDED STRICTLY “AS IS” AND “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND.

**Section 9.4 Governing Law**

This Agreement and each Research Project is governed by and construed in accordance with the laws of New York, without regard to principles of conflicts of laws applicable in such jurisdiction.

**Section 9.5 Use of a Party’s Name**

No oral or written release of any statement, information, advertisement or publicity matter relating to this Agreement or the Research Project having any reference to either COMPANYNAME1 or COMPANYNAME2, express or implied, may be used by the other Party or on the other Party's behalf, unless and until such matter has first been submitted to and received the approval in writing of the Party whose name is being used.

**Section 9.6 Severability**

In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

**Section 9.7 Assignment**

Neither party may assign its rights and duties under this Agreement without other party’s consent. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

**Section 9.8 Survivorship**

Any and all provisions, promises and warranties contained herein which by their terms, nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Agreement will survive the termination or expiration of this Agreement, as the case may be, and remain binding upon and for the benefit of the Parties hereto.

**Section 9.9 Attachments**

Any attachment to this Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between the provisions contained in this Agreement and any such attachment, the terms of this Agreement will control, except to the extent an attachment specifically states that one of its provisions supersedes a similar provision in this Agreement.

**Section 9.10 Modification of Agreement; Waiver**

No waiver, amendment or modification of this Agreement will be effective unless made or agreed to in a written agreement that explicitly refers to this Agreement that is signed by authorized representatives of both Parties hereto. Failure by either Party hereto to enforce any rights under this Agreement will not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

**Section 9.11** **Entire Agreement**

This Agreement and the Research Projects contain the entire understanding between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral communications, negotiations, understandings or agreements of any kind with respect to such subject matter.

**Section 9.12** **Counterparts**

This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument and may be executed by facsimile or electronically (including, without limitation, PDF). The Parties agree that facsimile or PDF copies of signatures shall be deemed sufficient and have the same effect as original signatures. If this Agreement is executed in counterparts, no signatory hereto will be bound until all the Parties named below have duly executed a counterpart of this Agreement.

SIGNATURE PAGE FOLLOWS

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

###### COMPANYNAME1 COMPANYNAME2

By: By:

Name: Name:

Title: Title:

Date: Date:

**Appendix A**

**Research Project**

# {Insert charter]