PROJECT AGREEMENT

between

[… name of the Academic Institution…]

and

AstraZeneca UK Limited

Dated _____

THIS AGREEMENT dated …… is made **BETWEEN:**

(1) **[.....]**, whose administrative offices are at [.....] ("the Institution"); and

(2) **AstraZeneca UK Limited**, a company registered in England under number 3674842, whose registered office is at Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge CB2 0AA, England ("AstraZeneca"); and

WHEREAS

The Institution, AstraZeneca and the MRC wish to collaborate in conducting pre- clinical research in the Field financially funded by MRC as part of the wider MRC/AstraZeneca Centre for Lead Discovery ("**UK CfLD**"), with an effective Date of 30th June 2023.

1. **DEFINITIONS**

In this Agreement the following expressions have the meaning set opposite:

Academic Publication:	the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar; and in clauses 5 and 6 "to Publish" and "Publication" are to be construed as references to Academic Publication;
Affiliate:	means, with respect to a Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. "Control" and, with correlative meanings, the terms "controlled by" and "under common control with" mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own more than 50% of the outstanding voting securities or other ownership interest of such Person.
this Agreement:	this document, including its Schedules, as amended from time to time in accordance with clause 10.9;
AZ Compound Collection:	means all those compounds held by AZ in its enabling compound collection, to the extent such

	compounds are owned or fully controlled by AZ, in such quantities as these may exist from time to time;
AZ Mentor:	means a representative of AstraZeneca working at the compound management or high throughput screening department of AstraZeneca, who will assist in the development and execution of the HTS in the Project;
AZ Results:	means any Results specifically referable to any improvement of the AZ Background other than the individual compounds in the AZ Compound Collection;
Background:	means information, techniques, Know-how, software and Materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one Party to the others for use in the Project (whether before or after the date of this Agreement), except any Result;
a Business Day:	Monday to Friday (inclusive) except bank or public holidays in the UK;
Confidential Information:	means each Party's confidential information including (a) any Background disclosed by that Party to the other for use in the Project; (b) any Results in which that Party owns the Intellectual Property and (c) all information related to the compounds in the AZ Compound Collection;
Confidentiality Notice:	has the meaning set forth in clause 5.2;
the Effective Date:	[*insert date the Project starts*];
External Funding:	any funding or assistance provided for the Project, or to any Party for use in the Project by any Third Party, including without limitation, any state or public body;
the Field:	[*insert area of research to include, as a minimum the name of the Target, mechanism of action, disease area and model(s) used for investigation*];
The Good Data Management Practices:	the practices and procedures set out in Schedule 2;
a Group Company:	any undertaking which is, on or after the date of

	this Agreement from time to time, a subsidiary undertaking of AstraZeneca, a parent undertaking of AstraZeneca or a subsidiary undertaking of a parent undertaking of AstraZeneca, as those terms are defined in section 1162 of the Companies Act 2006;
HTS or **High Throughput Screening:**	means performance of automated compound testing using a suitable assay in the Project.
Hit:	means any compound with activity against the Target, identified as a result of HTS.
Hit Candidates:	has the meaning set forth in clause 4.5
Hit Nomination Document:	has the meaning set forth in clause 4.5
Hit Series:	has the meaning set forth in clause 4.5
Indemnified Parties:	has the meaning set forth in clause 7.3
Institution Results:	means any Results other than the AZ Results;
Intellectual Property:	means patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
the Key Personnel:	means the Principal Investigator and any other key personnel engaged in the Project by Institution identified in Schedule 1;
Know-how:	means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain;

the Location:	the location(s) at which the Project will be carried out as set out in Schedule 1;
Lead Compound or **Lead:**	means a compound that meets the Lead Criteria under the Project.
Lead Criteria:	means the formal criteria identified to determine if a compound qualifies as a Lead as specified under Schedule 1.
the Materials	means compounds from the AZ Compound Collection and those other materials specified in Schedule 1, including any associated know-how and data, that will be transferred to the Institution by AstraZeneca;
the Negotiation Period:	has the meaning set forth in clause 4.7.2;
the Option Notice:	has the meaning set forth in clause 4.7.1;
Parties:	means AstraZeneca and Institution and **Party** means either of AstraZeneca or Institution.
Person:	means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organisation, including a government or political subdivision, department or agency of a government.
the Principal Investigator:	means [*insert name*] or his or her successor appointed under clause 9.3;
the Project:	means the program of work described in Schedule 1, as amended from time to time in accordance with clause 10.9;
the Project Period:	means the period described in clause 2.1;
Researchers:	means all those students, employees or agents of Institution who are engaged in carrying out the Project;
the Results:	means all information, Know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing by or on behalf of any of the Parties in the course of the Project;

Screening Data Package:	means a package of information to be prepared by Institution, that shall include, but not be limited to, all Results, screening data, criteria for selection of Hits, the identification of the Hits, and confirmation of actives all as generated by Institution during the Project associated with the Target, pursuant to clause 4.5;
Target:	means "XXXXX"
Third Party:	means any Person not including the Parties, the Parties' respective Affiliates, agents or the sublicencees
the Territory:	means worldwide.

2. THE PROJECT

2.1 The Project will begin on the Effective Date and will continue until [*insert date*] or until the Project is completed, or until any later date agreed in writing between the Parties, or until this Agreement is terminated in accordance with clause 8 or 9 (the **Project Period**). If this Agreement is entered into after the Effective Date, it will apply retrospectively to work carried out in relation to the Project on or before the Effective Date.

2.2 Each of the Parties shall carry out the tasks allotted to it in Schedule 1 and shall (a) perform or cause to be performed such tasks in good scientific manner and in compliance in all material respects with all applicable laws and regulations, including good laboratory practices and good clinical practices, (b) achieve the objectives of the Project efficiently and expeditiously by allocating sufficient time, effort, equipment and skilled personnel to complete such activities successfully and promptly, and (c) insofar as the Project involves the use of animals, conduct such activities in accordance with the AstraZeneca International Policy on Animal Care and Use, of which a copy is appended hereto as Schedule 3. The Project will be carried on under the direction and supervision of the Principal Investigator. The Project will be carried out at the Location.

2.3 Each of the Parties will use all reasonable endeavours to obtain all regulatory and ethical licenses, consents and approvals necessary to allow it to carry out the tasks allotted to it in Schedule 1.

2.4 Each of the Parties will ensure that its employees and Researchers involved in the Project: observe the conditions attaching to any regulatory and ethical licenses, consents and approvals; keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results and observations, signed by the people who obtained each Result or made those observations, and countersigned by an employee of that Party who is not a member of the research team but who understands the work; and comply with the Good Data Management Practices.

2.5 Although each of the Parties will use reasonable endeavours to carry out the Project in accordance with Schedule 1, no Party undertakes that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.

2.6 **HTS on AZ Compounds**: Under the UK CfLD AstraZeneca will allow access to its HTS capability for the Project. AstraZeneca will make available to the Institution the HTS selected compounds owned and/or controlled by AZ and contained within the AZ Compound Collection. The selected compounds will be used exclusively for the screening of the Target. The compounds transferred pursuant to this Agreement shall:

(a) be made available at the AstraZeneca facilities blinded in liquid form in assay ready plates;

(b) be used by the Institution only for the Project and shall at all times remain solely under the control of AstraZeneca at AstraZeneca's facilities;

(c) not be used by or delivered by the Institution to or for the benefit of any Third Party without the prior written consent of AstraZeneca;

(d) not be used by the Institution in research or testing involving human subjects; and

(e) not be used by the Institution for any commercial purpose, including in any product for commercial use or distribution, or for the purpose of producing any such product or providing any such service.

The Institution shall use, and the Institution shall cause its Principal Investigator and Key Personnel to use, the compounds in compliance with all applicable laws, rules, regulations, guidelines and requirements. The Institution agrees that neither it nor any of its Principal Investigator, Key Personnel or Researchers shall attempt to determine the structure of the compounds (e.g. chemical structure, amino acid sequence or nucleotide sequence) or otherwise characterise the compounds without the prior written consent of AstraZeneca. The AZ Compound Collection and any information relating to it will be considered as Confidential Information of AZ. For the avoidance of doubt, AZ retains the right to refuse to make certain compounds available.

2.7 **Use of Human Biological Samples**: The Parties acknowledge that Research Activities may involve the use of 'Relevant Material' as defined by the UK Human Tissue Act 2004. The Parties shall ensure that any work involving the use of Relevant Material complies with all applicable laws and regulations. No clinical trials, as defined by the UK Medicines for Human Use (Clinical Trials) Regulations 2004, will be conducted under this Agreement.

2.8 The Institution will provide AstraZeneca with quarterly reports summarising the progress of the Project, the uses that the Institution makes of the Materials (up to and including Lead Identification or AZ's decision regarding the Option to an Exclusive License, depending on which occurs first) and a copy of all of the Results.

2.9 Each of the Parties warrants to the other that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licenses, consents and approvals, to allow it to enter into this Agreement.

3. FINANCIAL CONTRIBUTION AND EXTERNAL FUNDING

3.1 The MRC shall provide funding to AstraZeneca and Institution as set forth in Schedule 1 hereto (the "**Research Budget**"). AstraZeneca and Institution agree that the amounts payable pursuant to this Section 3.1 represent MRC's full and complete obligation to compensate AstraZeneca and Institution for the tasks allocated to them

under this Agreement to be performed, and expenses incurred, by AstraZeneca, Institution and any Researcher under this Agreement.

3.2 Institution shall invoice MRC for the remuneration set forth in the Research Budget according to the payment schedule. Each invoice shall be payable to within sixty (60) days after receipt by MRC of such invoice and invoice-supporting documentation. All amounts payable by MRC under this Agreement are stated exclusive of any sales tax, which Institution may be obliged to charge. AstraZeneca shall invoice Institution for reimbursement of AstraZeneca Project costs.

3.3 The Institution will comply with the terms and conditions of MRC awards and any other External Funding provided to the Project. The Institution will not use any External Funding in relation to the Project without the prior written approval by the MRC and AstraZeneca. For the avoidance of doubt, the Institution agrees that any use of External Funding shall not limit the Institution's ability to grant AstraZeneca the option to exclusively license the Institution Results and/or Intellectual Property set forth in Section 4.7 below.

3.3 AstraZeneca is a member of the European Federation of Pharmaceutical Industries and Associations (EFPIA), which has implemented the EFPIA Transparency Code ("Code"). The Code introduces binding industry obligations aimed at increasing public trust. Under the Code, EFPIA member companies are obliged to make public details of payments and other transfers of value made to healthcare organisations. AstraZeneca will publish the following information about the Institution, on an annual basis, from June 2016: Institution's name, business address and monetary and non- monetary benefits received by the Institution (amount and reason), for example, donations, grants, sponsorship fees, medical education and travel costs. To the extent funding is given for research, this information shall be published in aggregated form without disclosing your organisation's name. This information will be published on an AstraZeneca website and will be public for at least four years after publication.

3.4 For the avoidance of doubt, AstraZeneca is under no obligation to financially fund the Project.

4. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY

4.1 This Agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials that are not Results. The Intellectual Property in them will remain the property of the Party that contributes them to the Project (or its licensors). No license to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement. For the avoidance of doubt, AZ would remain the sole owner of all compounds within the AZ Compound Collection and all IP Rights pertaining to any of the forgoing.

AstraZeneca (or its nominee) shall own all right, title and interest in and to the AZ Results, irrespective of inventorship, and the Institution hereby transfers and assigns all their rights, and shall ensure that their personnel assign all their rights, in and to the AZ Results to AstraZeneca. AstraZeneca (or its nominee) shall have the exclusive benefit of any Intellectual Property established in the AZ Results in all countries of the world including to patents, registered designs, copyrights and know-how. At AstraZeneca's request, the Institution shall execute and do all things reasonably

necessary for AstraZeneca to obtain patents on the AZ Results and to vest the entire right, title and interest in the same in AstraZeneca (or its nominee).

Institution (or its nominee) shall own all right, title and interest in and to the Institution Results, irrespective of inventorship, and AstraZeneca hereby transfers and assigns all its rights, and shall ensure that their personnel transfer and assign all their rights, in and to the Institution Results to the Institution. Institution (or its nominee) shall have the exclusive benefit of any Intellectual Property established in the Institution Results in all countries of the world including to patents, registered designs, copyrights and know- how. At the Institution's request AstraZeneca shall execute and do all things reasonably necessary for the Institution to obtain patents on the Institution Results and to vest the entire right, title and interest in the same in the Institution (or its nominee).

4.2 Each Party grants the others a royalty-free, non-exclusive license to use its Background for the purpose of carrying out the Project, but for no other purpose. No Party may grant any sub-license to use the other's Background except that AstraZeneca may allow its Group Companies, and any person working for, or on behalf of AstraZeneca or any Group Company, to use the Institution's Background for the purpose of carrying out the Project, but for no other purpose. Similarly Institution may allow any Researcher working for, or on behalf of Institution to use AstraZeneca's Background for the purpose of carrying out the Project but for no other purpose.

4.3 It is not the intention of the Parties to file patent applications claiming Institution Results during the Project and the Parties anticipate that the license agreement(s) described in this Agreement will contain detailed provisions relating to the filing, prosecution and maintenance of patent applications relating to the Institution Results. In the event that the Parties decide that Institution Results should form the basis of a patent application prior to the conclusion of the Project or execution of a license agreement pursuant to clause 4.8 they shall discuss the same in good faith and use all reasonable endeavours to mutually agree the content of the filing. The Institution will own the Intellectual Property in the Institution Results and, provided it complies with clause 4.7.4, may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for that Intellectual Property. The Institution will ensure that all Researchers assign any Intellectual Property they may have in the Results in order to be able to give effect to the provisions of this clause 4. AstraZeneca will ensure that any of its employees involved in the creation of the Institution Results give the Institution such assistance as the Institution may reasonably request in connection with the registration and protection of the Intellectual Property in the Institution Results, including filing and prosecuting patent applications for any Institution Result, and taking any action in respect of any alleged or actual infringement of that Intellectual Property.

4.4 Each of the Parties will notify the other promptly after identifying any Result that it believes is patentable, and will supply the other with copies of that Result. The Institution will notify other Results to AstraZeneca in the reports provided under clause 2.6.

4.5 **Hit Nomination and Lead Generation** Upon completion of HTS activities under the Project AstraZeneca shall compile all available HTS data into the Screening Data Package, which shall be shared with the Institution as soon as reasonably practicable.

Following the delivery of the Screening Data Package, AstraZeneca will deconvolute the data and identify Hits for the Project. AstraZeneca shall then nominate and specify

in writing no more than three (3) series of Hits (the **Hit Series**), each Hit Series exemplifying no more than fifteen (15) structurally related compounds (the **Hit Candidates**). AstraZeneca shall provide information on, using its scientific judgement, which compounds to nominate as Hit Series and Hit Candidates and to exclude from such nomination any compounds that are subject to any licenses or rights granted to or from any Third Party or that are subject to other research and development activities. An independent assessment will then be made of the compounds to progress. For each of the Hit Series, AstraZeneca will prepare a document which shall specify the chemical structure of the (up to fifteen (15)) Hit Candidates within such Hit Series (the **Hit Nomination Document**) to enable Institution to complete the Project. Following receipt of such a Hit Nomination Document Institution shall decide, at its sole discretion, which Hits and Hit Candidates to subsequently progress through Hit optimization to Lead identification.

4.6 **Non-exclusive license**. The Institution hereby grants to AstraZeneca, and its Group Companies, a non-exclusive, indefinite, fully paid-up, royalty free licence (with the right to sub-license to any company or person working for, or on behalf of, AstraZeneca or any Group Company, but only for the purpose of carrying out that work, and otherwise without the right to sub-license) to use the Intellectual Property in any of the Institution Results for internal research purposes only in the Territory. Should AstraZeneca use the Institution Results to develop a commercial, sellable product, AstraZeneca shall pay the Institution a reasonable revenue share, the amount of which to be agreed upon in good faith and under fair and reasonable conditions, to be agreed at a later date.

4.7 **Exclusive License**

4.7.1 The Institution and AstraZeneca will, if AstraZeneca gives the Institution written notice (an **Option Notice**) at any time during the Project Period plus a further 9 months, negotiate the terms on which the Institution, or any of its subsidiaries (as the case may be), will grant AstraZeneca an exclusive license (with the right to sub-license) to use the Institution Results for all purposes (the **License**).

4.7.2 Following the Institution's receipt of an Option Notice, the Parties will negotiate in good faith, for a period of up to 6 months after the date of receipt of the Option Notice (the **Negotiation Period**) an agreement for the grant of the License. The License will be granted to AstraZeneca by the Institution upon fair and reasonable terms. If the Parties are unable to agree the terms of a license agreement within the Negotiation Period, AstraZeneca's rights under clauses 4.7.1, 4.7.3 and 4.7.4 (but not the license in clause 4.7) will lapse and the Institution shall be free to develop the Institution Results (subject to any necessary licenses to AstraZeneca Background), without any further reference or obligation to AstraZeneca

4.7.3 The Institution will not, during the Project Period or the Negotiation Period, negotiate with any Third Party with a view to:

i.) conducting screening activities with the same Target as being used in the Project.

ii.) granting a license to use the Institution Results or assigning the Intellectual Property in the Institution Results nor, following the end of the Negotiation Period, will the Institution grant a license of any Institution Result or assign the Intellectual Property in any Institution Result to any Third Party on any terms

more favourable than those offered to AstraZeneca pursuant to this clause 4.7.

4.7.4 Until the earlier of the end of the Negotiation Period and the grant of the License, the Institution will consult with AstraZeneca about making patent applications in respect of the Institution Results. If, during the Negotiation Period, AstraZeneca wishes the Institution to apply for any patent in relation to any of the Institution Results, AstraZeneca will reimburse to the Institution the reasonable costs and expenses incurred by the Institution since the date of this Agreement in relation to the filing and prosecution of that patent application, including (without limitation) patent agents' fees, as a result of any request to apply for, or to maintain, any patent at AstraZeneca's request. If the Institution later licenses or assigns to a Third Party any of the Institution Results for which AstraZeneca has paid any such costs and expenses, the Institution will reimburse those costs and expenses to AstraZeneca.

4.8 Despite the provisions of clause 4.7 or the grant of any license under clause 4.7, the Institution and each Researcher of the Institution will have the irrevocable, royalty-free right to use the Results for the purposes of academic teaching and academic research, including (after AstraZeneca's rights under clause 4.7 have lapsed, but not in any other case) research projects that are sponsored by any Third Party. The rights in this clause are subject to the rules on Academic Publication in clause 5.

9 For a period of 12 months after AstraZeneca's rights under clause 4.7 have lapsed, the Institution will not grant a license to any Institution Result or assign the Intellectual Property in any Institution Result to any Third Party on any terms more favourable than those offered to AstraZeneca pursuant to clause 4.7 ("**More Favourable Terms**"), provided that AstraZeneca accepts the More Favourable Terms by entering into a license agreement with Institution within 1 month from the date it has received an offer of the More Favourable Terms from the Institution.

5. ACADEMIC PUBLICATION

5.1 Any Researcher of the Institution (whether or not involved in the Project) may, provided a Confidentiality Notice under clause 5.2 has not been given:

5.1.1 discuss work undertaken as part of the Project in Institution seminars, tutorials and lectures; and

5.1.2 Publish any Background of AstraZeneca (unless it is AstraZeneca's Confidential Information) or any of the Institution Results.

5.2 The Institution will submit to AstraZeneca, in writing, details of any Results and any of AstraZeneca's Background that any Researcher of the Institution intends to Publish, at least 45 days before the date of the proposed submission for Publication. AstraZeneca may, by giving written notice to the Institution ("a Confidentiality Notice"): require the Institution to delay the proposed Publication for a maximum of 3 months after receipt of the Confidentiality Notice if, in AstraZeneca's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of AstraZeneca's Background or any Results that are to be Published; or prevent the Publication of any of AstraZeneca's Background that is Confidential Information. AstraZeneca must give that Confidentiality Notice within 30 days after AstraZeneca receives details of the proposed Publication. If the Institution does not receive a Confidentiality Notice within

that period, its Researcher proceed with the proposed Publication, provided that, whether or not a Confidentiality Notice has been given, any of AstraZeneca's Background that is Confidential Information may not be published.

6. CONFIDENTIALITY

6.1 Subject to clause 5, neither Party will, either during the Project Period or for 5 years after the end of the Project Period, disclose to any Third Party, nor use for any purpose except carrying out the Project, any of the other Party's Confidential Information.

6.2 Neither Party will be in breach of any obligation to keep any Background, Results or other information confidential or not to disclose it to any other Party to the extent that it:

6.2.1 is known to the Party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;

6.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

6.2.3 has been obtained by the Party making the disclosure from a Third Party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;

6.2.4 has been independently developed by the Party making the disclosure;

6.2.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or

6.2.6 is approved for release in writing by an authorised representative of the other Party.

6.3 The Institution will not be in breach of any obligation to keep any of AstraZeneca's Background that is not Confidential Information, or any Results owned by or licensed to AstraZeneca, or other information, confidential or not to disclose them to any Third Party, by Publishing any of the same if the Institution has followed the procedure in clause 5.2 and has received no Confidentiality Notice within the period stated in that clause.

6.4 AstraZeneca will not be in breach of any obligation to keep any of the Results owned by the Institution, the Institution's Background, or other information, confidential or not to disclose them to any Third Party, by making them available to any Group Company or any person working for or on behalf of AstraZeneca or a Group Company, who needs to know the same in order to exercise the rights granted in clause 4.7, provided they are not used except as expressly permitted by this Agreement and the

recipient undertakes to keep that Background, those Results or that information confidential.

6.5 If the Institution receives a request under the Freedom of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR") to disclose any information that, under this Agreement, is AstraZeneca's Confidential Information, it will notify the AstraZeneca and will consult with AstraZeneca promptly and before making any disclosure under that Act. AstraZeneca will respond to the Institution within 10 days after receiving the Institution's notice if that notice requests AstraZeneca to provide information to assist the Institution to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

AstraZeneca agrees and accepts that any decision whether or not to disclose information in response to a FOIA or EIR request is at the discretion of the Research Institution in receipt of an FOIA or EIR request in consideration of any applicable exemptions under the FOIA and/or the EIR Research Institution in receipt of an FOIA or EIR request agrees to make reasonable efforts to consider such exemptions where representations have been made to that effect by AZ.

6.6 No Party will use the other's Parties' names or logos in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

7. LIMITATION OF LIABILITY

7.1 No Party will make any representation or give any warranty to the others that any advice or information given by it or any of its employees or Researchers who work on the Project, or the content or use of any Results, Background (including Materials), works or information provided in connection with the Project, will not constitute or result in any infringement of Third-Party rights. All Materials provided by AstraZeneca are provided "as is" and to the maximum extent permitted by applicable law AstraZeneca hereby disclaims and excludes any and all representations, warranties, conditions or other terms, whether written or oral, expressed or implied, with respect to the Materials, including any representation or warranty of quality,

performance, merchantability or fitness for a particular use or purpose, or that the use of the Materials will not infringe or violate any patent or proprietary rights of a Third Party. To the fullest extent permitted by applicable law, AstraZeneca shall not be liable to the Institution, or its Principal Investigator, Key Personnel or any other of its Researchers, whether for breach of contract, or otherwise, with regard to the provision of Materials to the Institution.

7.2 Except under the indemnity in clause 7.3, and subject to clause 7.6, no Party accepts any liability or responsibility for any use which may be made by the other Parties of any Results, nor for any reliance which may be placed by that other Party on any Results, nor for advice or information given in connection with any Results.

7.3 AstraZeneca will indemnify the Institution, the Principal Investigator and every other Researcher of the Institution (the **Indemnified Parties**), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of AstraZeneca's use of any of the Results or any works

or information received from them pursuant to the terms of this Agreement, provided that the Indemnified Party must:

7.3.1 promptly notify AstraZeneca of details of the claim;

7.3.2 not make any admission in relation to the claim;

7.3.3 allow AstraZeneca to have the conduct of the defense or settlement of the claim; and

7.3.4 give AstraZeneca all reasonable assistance (at AstraZeneca's expense) in dealing with the claim.

The indemnity in this clause will not apply to the extent that the claim arises as a result of the Indemnified Party's negligence, its breach of clause 6, its deliberate breach of this Agreement or its knowing infringement of any Third Party's Intellectual Property.

7.4 Subject to clause 7.6, and except under the indemnity in clause 7.3, the liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

7.5 Nothing in this Agreement limits or excludes either Party's liability for:

7.5.1 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

7.5.2 any loss or damage caused by a deliberate breach of this Agreement or a breach of clause 6 (Confidentiality).

7.6 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

8. FORCE MAJEURE

If the performance by any Party of any of its obligations under this Agreement is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 6 months, the other Parties may terminate this Agreement with immediate effect by giving written notice.

9. TERMINATION

9.1 Each Party may terminate this Agreement with immediate effect by giving notice to

the other Parties if:

9.1.1 a Party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 60 days after receipt of written notice specifying the breach and requiring its remedy; or

9.1.2 a Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.

9.2 Each Party may terminate this agreement at their sole discretion on provision of 90 days written notice to the other Parties.

9.3 Each of the Parties will notify the other promptly if at any time any of the Key Personnel appointed by that Party is unable or unwilling to continue to be involved in the Project. Within 3 months after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Parties will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Parties on reasonable grounds, or if the appointor cannot find a successor, each of the Parties may terminate this Agreement by giving the other not less than 3 months' notice.

9.4 Clauses 1, 4 (except clauses 4.7 and 4.8 if the Institution terminates this Agreement under clause 9.1 or 9.2), 5, 6, 7, 8, 9.5 and 10 will survive the expiry of the Project Period or the termination of this Agreement for any reason and will continue indefinitely.

9.5 Any Option Notice (as defined in clause 4.7.1) received by the Institution after the termination of this Agreement pursuant to service of a notice by the Institution under clause 9.1.1, or after AstraZeneca has suffered any of the events referred to in clause 9.1.2, will be of no effect and clauses 4.7.2, 4.7.3 and 4.7.4 will not apply in relation to that Option Notice.

10. **GENERAL**

10.1 **Notices:** Any notice, request or other communication required to be given under this Agreement must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method of service	**Deemed day of receipt**
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting

The notice should be addressed to the Parties' respective representatives for the

receipt of notices, which until changed by notice given in accordance with this clause, are as follows:

For the Institution:	**For AstraZeneca:**
[name of representative and department]	Alex Alderton
	Senior Director
Address:	Address: 1 Francis Crick Avenue Cambridge Biomedical Campus Cambridge CB2 0AA UK

10.2 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

10.3 **Assignment:** No Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Parties. That consent may not be unreasonably withheld or delayed.

10.4 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of his Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected. **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

10.5 **No agency:** The status of a Party under this Agreement shall be that of an independent contractor. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. No Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the others.

10.6 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which each Party may have to the other (or any right which each Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

10.7 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses.

10.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

10.9 **Third Parties:** No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

10.10 **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.

10.11 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement or the Project within 14 days after one Party has notified the other of that issue, they will refer the matter to [*insert officer*] in the case of the Institution, and to Senior Vice President of Discovery Sciences, Biopharmaceuticals, in the case of AstraZeneca in an attempt to resolve the issue within 14 days after the referral. Either Party may bring proceedings in accordance with clause 10.11 if the matter has not been resolved within that 14 day period, and either Party may apply to the court for an injunction, whether or not any issue has been escalated under this clause.

Signatures to follow on the next page

SIGNED for and on behalf of the Institution:

Name

Position

Signature

SIGNED for and on behalf of AstraZeneca UK Limited:

Name

Position

Signature

Read and understood by the Principal Investigator:

……..
Signature

……..

Date

Read and understood by the AZ Mentor:

…….
Signature

……

Date

SCHEDULE 1

The Project

[This Schedule should contain a full description of the Project, clearly setting out what each Party is to do (with a timetable if appropriate).and materials to be provided. Description of the research, as included in the successful grant application to MRC, together with any amendments, should be included. It is not exhaustive and there may be additional issues that are important to the Project.]

Scope of the Project

Aims of the Project

Any Key Personnel to be provided by the Institution (including the Principal Investigator)

Any Key Personnel to be provided by AstraZeneca (including the AZ Mentor (if any))

[If either Party is to recruit any key personnel, and whether the approval of the other Party is necessary, should be clearly stated in this Schedule.]

Who is to act as overall project manager?

Equipment, documentation and materials to be provided by each Party

Where the Project is to be carried out - Location

Any Background (including materials) that AstraZeneca must provide

Any Background (including materials) that the Institution must provide

Any Background (including materials) that is to be obtained by either Party from a Third Party

Whether all Background is to be kept Confidential or which Background is to be kept confidential, for instance:

All of AstraZeneca's Background is Confidential Information.

SCHEDULE 2

Good Data Management Practices

1. Research data must be generated using sound scientific techniques and processes;

2. Research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;

3. Research data must be analysed appropriately, without bias and in accordance with good scientific practices;

4. Research data and the Results must be stored securely and be easily retrievable;

5. Data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and

6. Each Party must have the right, on not less than 30 days written notice, to visit any other Party to verify that it is complying with the above practices and procedures.

.

Schedule 3 – AstraZeneca's Animal Policy

The AstraZeneca Bioethics Policy is applicable to everyone involved in R&D activities including any Third Party who acts on our behalf.

The AstraZeneca Bioethics Policy defines the principles, behaviours and ethical standards governing our research and development worldwide. While many topics are covered by existing national laws and regulations, this policy sets out the commitment beyond ordinary legal compliance of AstraZeneca and third Parties acting on AstraZeneca's behalf. [Further information on Animal Care and Use at AstraZeneca is available on our web site (http://www.astrazeneca.com/Responsibility/Research-ethics/Animal-research)]

The responsible use of animals is ethically appropriate in biomedical research and product safety testing only where credible alternatives are not available. The following principles apply to all animal studies:

- A humane approach must be adopted in the care and treatment of all animals (including transgenics), and the greatest consideration is given to their health and welfare, consistent with meeting the necessary scientific objectives.

- All of our work using laboratory animals must be carefully considered and justified to ensure the scientific need for the study, that the study is designed and undertaken to minimise and preferably avoid pain and distress, and that the minimum number of the most appropriate species of animal are used to achieve the scientific objectives.

- The sharing of knowledge gained throughout implementation of good practices and the commitment to proactively exploring and evaluating alternatives (using the 3Rs: replace, reduce, refine) is encouraged.

- All work must be undertaken in accordance with all relevant local, national and international legislation, regulations and guidelines.

- Facilities and animal welfare programmes must comply with good practices, rules and regulations (e.g. through regular inspections by qualified staff). AstraZeneca may also utilise external accreditation reviews (AAALAC International) to evaluate and ensure compliance. AstraZeneca always directly inspects any facility that conducts studies involving primates.

- All staff involved in the use of animals shall receive mandatory training in the relevant animal care and use procedures, to ensure they are skilled and competent in the proposed work, and this training should be documented.

- The guiding principle shall be to seek, wherever possible, to substitute alternatives to the use of nonhuman primate species. However, there are disease areas, biological models and safety testing where there is no credible alternative. Therefore:

  It must be ensured that all primates studies conducted are subject to a rigorous internal ethical and scientific review to challenge the scientific need for the study, justification of the species selected, the characteristics of the model and that the 3Rs have been considered (also applicable to any model in any species of particular ethical concern).

- All animal studies shall comply with the global standards for the use, housing and care of primates, based on the principles of Revised Appendix A of the European Convention. [Revised Appendix A of the European Convention for the Protection of Vertebrate animals used for Experimental and other Scientific Purposes (ETS No. 123): Guidelines for accommodation and care of animals (Article 5 of Convention) 2006 adopted July 2007 by the Council of Europe. AstraZeneca intends to be fully compliant by 2012 and, in the transition period, to work with external providers towards achieving the principles described above for facility standards]. The facilities should provide for the environmental, behavioural and social needs of these animals in a laboratory setting, such as pair or group housing, space for vertical and horizontal flight, as well as opportunities to encourage behaviours such as foraging.

- No animal studies shall be conducted on wild-caught primates or great ape species.